

**LENOIR COUNTY BOARD OF COMMISSIONERS REGULAR MEETING: AGENDA  
MONDAY, NOVEMBER 2, 2015 – TIME: 9:00 A.M.  
COMMISSIONERS' MEETING ROOM, LENOIR COUNTY COURTHOUSE  
130 S. QUEEN ST., KINSTON, N.C.**

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

**PUBLIC INFORMATION**

**PUBLIC COMMENTS**

Scheduled:

Janice Thompson, Clover City Internet Cafe

Non-Scheduled:

**CONSENT AGENDA: 10 Min.**

**ACTION**

- |    |   |         |
|----|---|---------|
| 1. | Approval of Minutes: Regular Board Meeting: October 19, 2015. | King    |
| 2. | Releases and Refunds to the Individuals Listed Herein.        | Parrish |

**END OF CONSENT AGENDA**

**PUBLIC HEARING/RESOLUTIONS:**

- |    |  |        |
|----|--|--------|
| 3. | A. Public Hearing Regarding Community Development Block Grant (CDBG).<br>B. Resolution Approving an Equal Employment and Procurement Plan, Section 3 Local Jobs Initiative Plan, Language Access Plan, and Section 504 Evaluation Plan related to CDBG Projects. | Harris |
|----|--|--------|

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

- |    |  |               |
|----|--|---------------|
| 4. | Resolution Authorizing FY15-16 Purchase Order to Down East Protective Systems (DEPS) for Department of Social Services: \$4,400.                               | Moore         |
| 5. | Resolution Approving the Purchase of Two (2) Lift Equipped Vans for \$113,000: (16-CT-034 Funds).  | Greene        |
| 6. | A. Resolution for the Sale of General Obligation Refunding Bonds in the Maximum Amount of \$24,500,000.<br>B. Bond Purchase Agreement.<br>C. Escrow Agreement. | Harper/Jessup |

**APPOINTMENTS: 5 Min.**

7. Resolution Approving Citizens to Boards, Commissions, Etc. **5 Min** Board

**OTHER ITEMS: 10 Min.**

8. **Items from County Manager.** Board
9. **Items from County Attorney/Commissioners Public Comments/Closed Session (if necessary).** Board

**LENOIR COUNTY BOARD OF COMMISSIONERS REGULAR MEETING: AGENDA**  
**MONDAY, NOVEMBER 2, 2015 – TIME: 9:00 A.M.**  
**COMMISSIONERS' MEETING ROOM, LENOIR COUNTY COURTHOUSE**  
**130 S. QUEEN ST., KINSTON, N.C.**

**Summary of Actions Taken at the October 19, 2015 Meeting**

- |    |  |          |
|----|--|----------|
| 1. | Approval of Minutes: Regular Board Meeting: October 19, 2015.<br>Approval of Closed Session Meeting: September 21, 2015. | Approved |
| 2. | Budget Ordinance Amendment: General Fund: Health: (Adult Health-HIV/STD):<br>Increase: \$2,000.                          | Approved |
| 3. | A. Public Hearing Regarding proposed Community Transportation Program.   | Approved |
|    | B. Resolution Supporting the Community Transportation Program.   | Approved |
|    | C. Resolution Authorizing persons to execute required documents for the Community<br>Transportation grant.               | Approved |
| 4. | Proclamation regarding Adoption Awareness Month.   | Approved |
| 5. | Budget Ordinance Amendment: General Fund: Health: (Adult Health-Family Planning):<br>\$3,027: Decrease.                  | Approved |
| 6. | Budget Ordinance Amendment: Transportation Fund: Operations: \$3,481: Increase.  | Approved |
| 7. | Budget Ordinance Amendment: General Fund: Non-Departmental: \$5,000. Increase.   | Approved |
| 8. | Resolution Approving Citizens to Boards, Commissions, Etc.   | Approved |

**MINUTES**

**LENOIR COUNTY BOARD OF COMMISSIONERS**

**October 19, 2015**

The Lenoir County Board of Commissioners met in open session at 5:00 p.m. on Monday, October 19, 2015, in the Board of Commissioners' Main Meeting Room in the Lenoir County Courthouse at 130 S. Queen St., Kinston, NC.

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

Members Absent: None

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

Chairman Hill called the meeting to order at approximately 5:00 p.m. Ms. Brown offered the Invocation and Mr. Rouse led the audience in the Pledge of Allegiance.

**PUBLIC INFORMATION:**

None

**PUBLIC COMMENTS:**

None

Mr. Hill reminded the general public in order to speak under public comments you must sign in prior to five (5) minutes of the start of the meeting and follow the three (3) minute guideline.

**CONSENT AGENDA:**

1. Approval of Minutes: Regular Board Meeting: October 5, 2015.  
Closed Session Meeting: September 21, 2015.
2. Budget Ordinance Amendment: General Fund: Health: (Adult Health-HIV/STD): Increase: \$2,000.

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

**PUBLIC HEARINGS/RESOLUTIONS**

Upon a motion by Ms. Brown and a second by Ms. Rouse Sutton a public hearing for the Community Transportation Program grant was entered into at 5:10 p.m. Common Consent

Chris Harper, Special Projects Officer introduced Ms. Angie Greene the new Transit Director.

Item No. 3A was a Public Hearing Regarding proposed Community Transportation Program. Chris Harper, Special Projects Officer, stated the reason for the public hearing. He asked if there were any comments, there were none. Upon a motion by Ms. Brown and a second by Ms. Rouse Sutton, the public hearing was closed at 5:12 p.m.

Item No. 3B was a Resolution supporting the Community Transportation Program. Angie Greene, Transit Director, stated the Community Transportation Program provides assistance to coordinate existing transportation programs operating in Lenoir County as well as provide transportation options and services for the communities within this service area. Upon a motion by Ms. Brown and a second by Ms. Rouse Sutton, Item No. 3B was unanimously approved. Called to question

Item No. 3C was a Resolution authorizing persons to execute required documents for the Community Transportation grant. Angie Greene, Transit Director, stated this resolution is to authorize the Lenoir County Transportation Advisory Board, the Chairman of the Board of Commissioners, County Manager, or staff so designated to execute required grant documents on behalf of the County, if the Community Transportation Program Grant for FY2016-2017 is awarded to Lenoir County. Upon a motion by Ms. Brown and a second by Ms. Rouse Sutton, Item No 3C was unanimously approved. Common Consent

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

Ms. Susan Moore introduced Mr. Jeff Harrison the new Deputy Director of Lenoir County Department of Social Services. Ms. Moore stated I am delighted to have Jeff in this position.

Item No. 4 was a Proclamation regarding Adoption Awareness Month. Susan Moore, DSS Director, read the proclamation. Upon a motion by Mr. Davis and a second by Mr. Best, Item No 4 was unanimously approved. Common Consent

Item No. 5 was a Budget Ordinance Amendment: General Fund: Health: (Adult Health-Family Planning): \$3,027: Decrease. Michael W. Jarman, County Manager, stated Mr. Huff had a prior engagement and asked me to present this for him. This is a decrease in Title X funds. These funds provide or assure that low income patients in North Carolina have access to Family Planning services. Upon a motion by Ms. Brown and a second by Ms. Rouse Sutton, Item No. 5 was unanimously approved. Common Consent

Item No. 6 was a Budget Ordinance Amendment: Transportation Fund: Operations: \$3,481: Increase. Angie Greene, Transit Director, stated this budget amendment is to adjust Transit revenues and expenditures for the Rural Operating Assistance Program (ROAP) allocations to actual approved amounts. At the time of adopting the budget, the Transit Department budgeted numbers were relative to FY14-15. The actual approved allocations were not received until October 5, 2015. This will adjust those numbers accordingly. Upon a motion by Mr. Davis and a second by Ms. Brown, Item No. 6 was unanimously approved. Common Consent

Item No. 7 was a Budget Ordinance Amendment: General Fund: Non-Departmental: \$5,000. Increase. Michael W. Jarman, County Manager, stated Ms. Martin was unable to attend the meeting today due to a conflict. This amendment is to appropriate funds to cover the cost of a contract with Sky Insurance Technology LLC to facilitate the Affordable Care Act (ACA) reporting for calendar year 2015. This contract was approved for ECM Solutions (partnering with Sky Insurance Technology LLC) to prepare both the 1094-C and the 1095-C's required as part of the ACA. Upon a motion by Ms. Brown and a second by Ms. Rouse Sutton, Item No. 7 was unanimously approved. Common Consent

Item No. 8 was a Resolution Approving Citizens to Boards, Commissions, Etc. Upon a motion by Ms. Brown and a second by Ms. Rouse Sutton, Item No 7 was unanimously approved for Vivian Roach, Ella Moore Clarke, Jameka Patrick, June Cummings, and Colleen Kosinski to be appointed to the Juvenile Crime Prevention Council (JCPC). Common Consent

Mr. Jarman stated for the Board's knowledge in regards to the first appearance for the Jury Commission. The first candidate, Mr. Howard, is Judge Jones' recommendation. The Clerk of Court, Dawn Stroud, recommends one person and that is Ms. Brown, and the other is the recommendation from the Board of Commissioners. The Jury Commission requires three members and I am glad that you worked and got your nominee in place so we can complete this process. I wanted to make sure you were aware of the process of approving all three. However as you can see, two of the three are coming from someone else Judge Jones and the Clerk of Court.

Item No. 9 was items from the County Manager, Michael W. Jarman. Mr. Jarman stated you have the usual inspections and permits reports, the financial performance summary reports, and the Community Development Block Grant (CDBG) quarterly reports. There has been a delay in the schedule with the CDBG because of some sewer issues. We had to change some of the plans and we are working on the issues with the project in LaGrange. Anyone interested in the Community Based Grants Initiative that we advertised in which we are working with Golden Leaf on, must have their letter of inquiry into us by close of business Wednesday the 21<sup>st</sup> of this week. Once we receive the applications we will be in touch with the Board. We had a positive conference call today regarding the refinancing of the school bonds. We will have a more formal presentation at your next meeting. At this time Chris Harper will share the information he gathered regarding sweepstakes.

Chris Harper, Special Projects Officer, stated at the September 21<sup>st</sup> Commissioners Meeting, Mr. Rouse presented a petition with concerned citizen's signatures regarding Sweepstakes businesses in the 258 North area of the county. Just a few days prior to the meeting on the 21<sup>st</sup>, an employee was shot at a Sweepstakes business and the petition suggested that some form of regulation was needed. As of today, there are currently 227 signatures on the petition.

If you review the handout I gave you there is a copy of the statutory authority of this Board on the 1<sup>st</sup> page, on the 2<sup>nd</sup> and 3<sup>rd</sup> pages are copies of statute defining electronic machines and sweepstakes. On the 4<sup>th</sup> page there is a summary of what our surrounding counties are doing. Lastly, there is a historical summary of court rulings and appeals across the state of North Carolina.

Regulation is much more intricate than just creating an ordinance because there is support from the public to do so. There are have been numerous lawsuits by Internet Cafe owners toward municipalities, local government and law enforcement since 2006, when the North Carolina General Assembly passed a law outlawing video gambling and the prohibition of video poker machines.

Since that time, there have been court decisions from local jurisdictions all the way to the NC Supreme Court regarding the legality of Internet cafes. Regardless of the rulings of the court, the sweepstakes owners and software companies would make moderate changes to comply with the “newest” interpretation of the law.

Despite attempts across the state at a local and state level it is estimated that the sweepstakes industry in North Carolina by 2012, had grown to an approximate \$1 billion a year business. These financial rewards have allowed sweepstakes owners and software engineers to play a “cat and mouse” game to comply with the most recent court decision.

Across the state, jurisdictions have been led by the District Attorney and Law Enforcement to prosecute or not prosecute sweepstakes. However, this partnership can also lead to complication with enforcement and allow easier operation for the Internet Cafe owners. In some jurisdictions, the District Attorney may wish to not prosecute these cases and the Sheriff may wish to prosecute them. Neither can force the other to change their stance and this can cause an environment that is conducive for sweepstakes to thrive.

The District Attorney and Sheriff are both elected officials. The District Attorney based on his or her interpretation of the case decisions with the North Carolina Court of Appeals or the North Carolina Supreme Court decides whether or not to prosecute. The Sheriff’s department or any local law enforcement cannot arrest someone without the support of the District Attorney prosecuting the case in court.

Since our last Commissioner’s meeting I actually went to Clover City Internet Cafe. The owner spoke at a recent Commissioner’s meeting and she welcomed you to visit her establishment. I am glad that I went to see the facility and to not make any type of judgment or determination without ever going to an Internet Cafe.

Therefore, to remain neutral I wish to give you a good old Pros and Cons list:

#### Sweepstakes Pros:

- Brings jobs to the county, each facility employs 8-10 people.
- Building owners receive somewhere between \$2,000-\$2,500 per month in rent
- It is a form of entertainment for people
- It generates \$8,000 in revenues for the county in Miscellaneous Business license fees
- Other than the one recent incident, the Sheriff’s Department has not been called to any of the other cafes

#### Sweepstake Cons:

- I’ve not talked with anyone who wants to have an internet cafe near their home.
- According to the most recent court ruling, it appears that sweepstakes are not legal
- Sweepstakes seem to be very similar to gambling. From my research on Facebook, to gather information on local sweepstakes, it appeared that players had the opportunity to win thousands of dollars by playing these machines with the allure of minimal investment.
- Gambling is regulated in every state with legalized gambling. North Carolina does have legalized gambling, the Education Lottery and Cherokee. Anything outside of these two things is illegal. However, these sweepstakes are not regulated. Gaming commissions set standards with payouts that are highly regulated to protect the consumer.

- There aren't any regulations or payout standards with sweepstakes. Our citizens could be getting 1% or 15% of the overall proceeds, but there is no regulation to protect them as a consumer.

In my interviews and communication with members of law enforcement, sweepstakes employees, the County Attorney, the Planning and Inspections department and members of the general public several things have become clear.

Almost everyone views the Internet sweepstakes as an "if then" proposition. I'd like to explain that. In my conversations with the people I mentioned previously I'd ask them to read NCGS 14-306.4. Most people would ascertain after reading it that the sweepstakes seem illegal. But, almost invariably each person would make comparisons to the Education Lottery, local bingo or to question the legality of something else to somehow justify making sweepstakes "more legally acceptable." Comparing items with "if then" comparisons seem to muddy the waters rather than clarify them.

Solving or even attempting to solve the issue of sweepstakes is complex. From the legal opinion of the County Attorney, "it seems to be an issue for the Lenoir County Sheriff's Department and the District Attorney." Many have asked, "Why are we issuing miscellaneous business licenses to businesses that don't seem to be legal?" Others have suggested that sweepstakes should be regulated by having strict work hours and not being allowed to be in certain areas of the county. Regulation in each of these areas opens legal concerns that have already been appealed to the North Carolina Court of Appeals and to the North Carolina Supreme Court.

From the research I've conducted, most people have felt that the incident at the sweepstakes was an isolated incident and that other businesses in the county and city have much worse public safety records and that these businesses haven't been regulated as a result.

For the most part, it seems that almost everyone dislikes a sweepstakes near their home or business, regardless if they are a customer or not. It also seems that those who have the most disdain for them, is because of a moral issue, not the personal impact or conduct of those frequenting the businesses. I've not heard any stories where people have lost their homes, lost their retirement savings or failed to provide for their family because of playing sweepstakes.

I'd like to thank Major Ryan Dawson, Sheriff Ingram, Gary O'Neal with Planning and Inspections, the County Attorney, Mr. Bob Griffin and Vickie King, the Clerk to the Board, in helping me with compiling this information.

I will be happy to answer any questions you may have.

Mr. Hill thanked Mr. Harper for researching and sharing the information with the Board. I think it would be wise on our part to hold on to it, take the time to look it over, and digest it.

Mr. Best asked Mr. Harper how many sweepstakes are located in Lenoir County ?

Mr. Harper replied he thinks about thirteen (13).

Mr. Rouse asked the amount to purchase a sweepstake license?

Mr. Harper replied \$500.00.

Mr. Rouse asked if the City of Kinston allowed Internet Cafe/Sweepstakes?

Mr. Harper replied No.

Mr. Jarman mentioned that some places have raised the amount of fees which have been challenged in court because it appears to work better where the fee is reasonable.

Mr. Hill thanked Mr. Harper for bringing the information to the Board.

Mr. Rouse asked Mr. Harper in regards to the statement he said “the Sheriff’s office has only responded to one incident regarding sweepstakes” was that the particular shooting on Highway 258?

Mr. Harper replied that is my understanding based on talking with Major Dawson.

Mr. Rouse stated he personally has seen deputies at the end of his road several times.

Sheriff Ingram stated there were two attempted break ends on Highway 258.

Mr. Rouse asked if that incident was when they busted out the windows, and does that not count as an incident when the Sheriff’s department responds to them, and is there a total number on things like that?

Sheriff Ingram stated without looking at the records other than the shooting I believe there have been three (3). Contrary to public belief, to our knowledge there is only one sweepstake cafe that we know of that was operating illegal. If we know they are definitely illegal we do regulate, we do go in, and if they are in violation we charge them.

Mr. Rouse asked Sheriff Ingram if they had any instances of that type?

Sheriff Ingram replied there is the one that they have already charged and I think we have one that we have to check on. So as far as having to respond because of a disturbance or something going on we have not had to other than the one shooting.

Mr. Rouse asked what about the break ins?

Sheriff Ingram replied there were attempted break ins and other than that we have not had to respond to any type of disturbance.

Mr. Rouse stated the bridge project has progressed to eighteen percent (18%). I brought forth a resolution in support of Option #4 from the Transportation Committee. Unfortunately we have found out since then that particular plan is not feasible due to the sewer layout. Because of that we will not be able to do the islands down the center which would have really changed the look of that area. The alternative that we are looking at now is Option #2.

Mr. Rouse asked Mr. Harper did we get an answer back from Wayland Humphrey on the land use, and when was the last time we did a land use plan for Lenoir County?

Mr. Hill stated there was some questions concerning forestry land use brought to the Board about two or three years ago.

Mr. Rouse stated it needed to be updated for funding issues and special projects.

Mr. Jarman stated I will check and verify but I don’t think it has been updated or changed in a while. However, I will verify and report back to you. If you are looking at the timeline requirements for grants purposes I believe we will be within the group that needs to update but I am not positive.

Mr. Davis stated we have a Lenoir County citizen who is not only locally known but nationally as well, who is getting an award in Raleigh in a few days. Mr. Maceo Parker is a very talented musician. I thought that was something really good for Kinston to have a citizen that is this renowned and to be recognized. Also, we have two active major league baseball players from Kinston, Mr. Hatcher and Mr. Capps who are doing great things. Mr. Hatcher just made four appearances and did not allow any hits, and they were just short of making the playoffs.

Ms. Brown stated there was an article in today's paper featuring one of South Lenoir's former students. He goes by the name of Jackie Spade and he made a guest appearance on the BET Hip Hop awards show.

Mr. Jarman stated on a side note, regarding Chris Hatcher, every year including last year since he has been on a major league roster, he has still worked with Kinston/Lenoir County Parks and Recreation (during the off season). Also, he is one of the individuals who assisted in erecting our Christmas Tree each year. Mr. Hatcher is an awesome individual doing a great job for us.

Mr. Hill stated Chris Hatcher is included in a lot of articles with the Dodgers' organization.

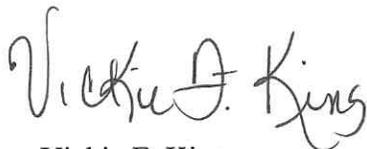
Mr. Hill stated last week he attended the Education Steering Committee meeting which will meet two additional times. During the meeting we heard from a lot of folks, individuals from the Friday Center regarding technology planning across the state. We heard from the interim director of the charter schools, and mental health personnel. There was a joint meeting with human services which I thought was very interesting. Overall I thought it was a nice meeting to attend.

Mr. Rouse stated during his family vacation to Germany, the school allowed his daughter to take her Ipad. At night she was able to download, complete, and return her homework/assignments. The Europeans, who are very technical people, especially in Germany, were amazed when I explained to them about the Ipad program and how all the students at each school had one.

Upon a motion by Mr. Best and a second by Ms. Brown the meeting was adjourned.

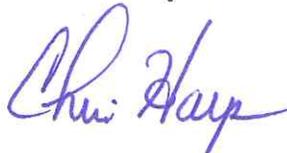
Meeting Adjourned at 5:35 p.m.

Respectfully submitted,



Vickie F. King  
Clerk to the Board

Reviewed By



Chris Harper  
Special Projects Officer

**INTRODUCED BY:** Michael W. Jarman, County Manager **DATE:** 11/02/2015 **ITEM NO.** 2

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

**SUBJECT AREA:** Financial

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

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

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

**RELEASES OVER \$100**

<u>YEAR</u>	<u>NAME</u>	<u>ACCOUNT</u>	<u>AMOUNT</u>	<u>REASON</u>
2015	Food Lion	51610	\$150.19	Adjusted Value
2015	Mike Jenkins	25128	263.49	Corrected Listing
2015	Wilbert Croom	5879	672.75	Legal Exemption
2013	Mike Jenkins	25128	326.16	Corrected Listing
2014	Mike Jenkins	25128	296.27	Corrected Listing
2015	Foss Recycling Inc	8929	4840.47	Legal Exemption
2015	Vela Yazmine	74258	114.27	Adjusted Value
2015	Maria Gamez	75284	1047.01	Corrected Listing
2015	Maria Gamez	75284	212.55	Corrected Listing
2015	Terry Best	75397	637.79	Corrected Listing
2015	Lenoir County	54558	206.08	Legal Exemption
2015	Jeffery Fisher	51316	259.40	Corrected Listing
2012	Joseph Chapman	53971	105.09	Corrected Listing
2011	Joseph Chapman	53971	112.53	Corrected Listing
2013	Joseph Chapman	53971	101.74	Corrected Listing
2015	Archie Bruton	3223	336.00	Corrected Listing
2015	Aaron Gonzalez	55857	222.88	Double Listed
2015	Odessia Morel	37337	168.00	Corrected Listing
2015	St James Church of Christ	69942	156.60	Legal Exemption
2015	St James Church of Christ	69942	102.23	Legal Exemption
2015	Ryder Truck Rental Lt	25204	9939.09	Billed Incorrectly
2015	Ryder Truck Rental Lt	25204	305.11	Billed Incorrectly
2015	Ryder Truck Rental Lt	25204	9338.19	Billed Incorrectly
2015	Douglas Dietrich	5583	166.85	Corrected Listing

2015	Claude Stroud	72005	168.00	Corrected Listing
2015	Martha Smith	26523	147.26	Adjusted Value
2015	Cory Daniels	71265	172.83	Corrected Listing
2015	David Ocampo	48232	544.57	Adjusted Value
2013	Juan Facio	54319	126.14	Corrected Listing
2012	Juan Facio	54319	134.58	Corrected Listing
2015	Juan Facio	54319	108.11	Corrected Listing
2014	Juan Facio	54319	116.42	Corrected Listing
2014	Deliz Lopez	877	111.82	Corrected Listing
2015	Deliz Lopez	877	103.51	Corrected Listing
2015	Collier Holdings LLC	34656	420.00	Corrected Listing
2015	Neuse Sport Shop Inc	21294	744.67	Adjusted Value
2015	Future Sales Inc	28989	188.14	Corrected Listing
2015	Strata Master Lessee	17523	989.37	Adjusted Value
2015	Crockett Farm Lessee Inc	75814	105708.41	Adjusted Value
2015	Greenpoint Credit	58264	147.22	Corrected Listing
2014	Greenpoint Credit	58264	160.69	Corrected Listing
2013	Greenpoint Credit	58264	183.35	Corrected Listing
2012	Greenpoint Credit	58264	203.61	Corrected Listing
2011	Greenpoint Credit	58264	221.69	Corrected Listing
2010	Greenpoint Credit	58264	250.76	Corrected Listing
2009	Greenpoint Credit	58264	233.86	Corrected Listing
2008	Greenpoint Credit	58264	284.36	Corrected Listing
2015	Damian Ogbaugo	36721	145.59	Corrected Listing
2015	Okohteam Transport	61586	165.65	Corrected Listing
2015	Lenoir County	54558	512.16	Legal Exemption

## REFUNDS

<u>YEAR</u>	<u>NAME</u>	<u>ACCOUNT</u>	<u>AMOUNT</u>	<u>REASON</u>
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**MANAGER'S RECOMMENDATION:**

Respectfully Request Approval.

*MW*  
\_\_\_\_\_  
Initials

**RESOLUTION: NOW THEREFORE BE IT RESOLVED** by the Lenoir County Board of Commissioners that the releases and refunds as set above are approved.

**AMENDMENTS:**

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

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

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

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

11/02/2015  
Date

\_\_\_\_\_  
ATTEST

\_\_\_\_\_  
Date

**LENOIR COUNTY**  
**PUBLIC HEARING NOTICE**

Notice is hereby given that the Lenoir County Board of Commissioners will hold a public hearing on Monday, November 2, 2015 at 9:00 am in the Commissioners Board Room at the Lenoir County Courthouse, 130 S. Queen Street, Kinston, NC. The County received \$225,000 in federal Community Development Block Grant (CDBG) funds (representing 100% of total project cost) to undertake the clearance and replacement of dilapidated, owner-occupied houses on scattered sites throughout the County. The purpose of this hearing is to review the budget and activities that have been accomplished through the 2012 CDBG Scattered Site Housing Project (Grant No. 12-C-2422). The activities are finished and the County is in the process of closing out the grant. Total CDBG expenditures were: Reconstruction (replacement housing) and Clearance - \$123,661; Administration - \$13,400. None of the activities resulted in the permanent displacement of families. One low income family received replacement housing assistance. Citizens will be given the opportunity to provide oral and written comments on the County's use of CDBG funds. The hearing will also provide citizens information regarding state and federal fair housing laws in accordance with CDBG regulations. All interested citizens are encouraged to attend. For additional information or to submit written comments, contact Mr. Michael W. Jarman, County Manager, P.O. Box 3289, Kinston, NC, phone: 252-559-6450. The County of Lenoir is an equal opportunity employer and service provider. Persons with disabilities or who otherwise need assistance should contact Martha Martin, Finance Officer, at 252-559-6464, TDD# 1-800-735-2962 or [mmartin@co.lenoir.nc.us](mailto:mmartin@co.lenoir.nc.us) at least three working days before the meeting. Accommodations will be made for all who request assistance with participating in the public hearing. This information is available in Spanish or any other language upon request. Please contact Martha Martin, Finance Officer, at 252-559-6464 or at the Lenoir County Courthouse, 130 S. Queen St., Kinston, NC 28502 for accommodations for this request. Esta información está disponible en español o cualquier otra lengua a petición. Entre en contacto con por favor a Martha Martin, oficial de las finanzas, en 252-559-6464 o en Palacio de justicia del condado de Lenoir, 130 S. Queen St, Kinston, NC 28502 para las comodidades para esta petición.

# R S M HARRIS ASSOCIATES, INC.

PLANNERS-CONSULTANTS-DEVELOPERS

2719 GRAVES DRIVE, SUITE 2 POST OFFICE BOX 10037 GOLDSBORO, NORTH CAROLINA 27532  
TELEPHONE (919) 751-0909 FAX (919) 751-0909

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## ADVERTISEMENT REQUEST

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TO:	Donald Thompson [donald.thompson@kinston.com] Cassie Groff [cassie.groff@kinston.com]	FROM:	David Harris cdharris@rsmharris.com
COMPANY:	Kinston Free Press	DATE:	October 16, 2015
FAX NUMBER:	252-527-1813		cdharris@rsmharris.com
PHONE NUMBER:	252-559-1051	TOTAL NO. OF PAGES INCLUDING COVER:	2
SUBJECT:	<b>Lenoir County 2012 CDBG-Scattered Site – Closeout Public Hearing Ad</b>		

SPECIAL INSTRUCTIONS:

**PLEASE CONFIRM requested date of publication for the following**

Section of Newspaper:     Legal     Non-Legal Display     Classified

Size of Ad:     One-column legal ad  
                   Two-column block ad  
                   Three-column block ad

Newspaper to Print:    Kinston Free Press

Date(s) of Publication:    **WEDNESDAY, OCTOBER 21, 2015**

Contents of Ad:    See Attached

Billing Information:    Martha Martin  
                                  Lenoir County Finance Officer  
                                  PO Box 3289  
                                  Kinston, NC 28502-3289

Affidavits of Publication:    1. Send one to County with bill.  
                                  2. **PLEASE SEND AN AFFIDAVIT TO HARRIS ASSOCIATES, INC., ATTN DAVID HARRIS**

cc: Martha Martin, Finance Officer

**INTRODUCED BY:** Michael W. Jarman, County Manager **DATE:** 11/02/15 **ITEM:** 3B

**RESOLUTION:** Approving an Equal Employment and Procurement Plan, a Section 3 Local Jobs Initiative Plan, a Language Access Plan and a Section 504 Evaluation Plan related to CDBG Projects.

**SUBJECT AREA:** Community Development

**ACTION REQUESTED:** To approve an Equal Employment and Procurement Plan, a Section 3 Local Jobs Initiative Plan, a Language Access Plan and a Section 504 Evaluation Plan.

**HISTORY/BACKGROUND:** Lenoir County was awarded \$500,000 for the CDBG 2011 Catalyst Project on October 12, 2012 and \$225,000 for the CDBG 2012 Scattered Site Project on March 26, 2013. As a recipient of these funds, the County is required to prepare and approve various plans that relate to equal opportunity and non-discrimination in housing, employment, procurement and provision of services. Each of these plans is for a three year period, and if the County has open grants at the end of the three year period the plans have to be approved again for another three year period.

**EVALUATION:** On December 3, 2012, the Board of Commissioners approved the required plans for the two above referenced CDBG Projects. The plans were effective from December 3, 2012 through December 2, 2015. Prior to the plans' expiration, the Board of Commissioners needs to approve by motion, the update of the plans, establishing a new project period. The plans will apply to the two current CDBG projects and any other CDBG grant that may be received during the three year period. The following plans need to be approved:

Equal Employment and Procurement Plan  
Section 3 Local Jobs Initiative Plan  
Language Access Plan  
Section 504 Evaluation Plan

**MANAGER'S RECOMMENDATION:**

Respectfully recommend approval.

*MW*  
Initials

**RESOLUTION: NOW THEREFORE, BE IT RESOLVED** by the Lenoir County Board of Commissioners that the Equal Employment and Procurement Plan, Section 3 Local Jobs Initiative Plan, Language Access Plan and Section 504 Evaluation Plan related to CDBG projects are approved.

**AMENDMENTS:**

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

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

UNANIMOUS \_\_\_\_\_

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

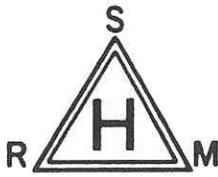
DAVIS \_\_\_\_\_ ROUSE \_\_\_\_\_ SUTTON \_\_\_\_\_

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
ATTEST

\_\_\_\_\_  
DATE



## R S M HARRIS ASSOCIATES, INC.

PLANNERS-CONSULTANTS-DEVELOPERS

POST OFFICE BOX 10037  
GOLDSBORO, NORTH CAROLINA 27532-0037  
TELEPHONE 919-751-0909

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

To: Martha Martin, Finance Officer

From: C. David Harris, CDBG Project Manager

Date: October 26, 2015

Project: Lenoir County 2011 CDBG-Catalyst Project (Grant No. 11-C-2375)  
Lenoir County 2012 CDBG-Scattered Site Project (Grant No. 12-C-2422)  
CDBG Compliance Plans Update for New Three Year Period

As a recipient of CDBG funds, Lenoir County is required to prepare and approve various plans that relate to equal opportunity and non-discrimination in housing, employment, procurement and provision of services. These plans are for a three year period. If the County has open CDBG grants at the end of the three year period, then the plans have to be approved again for another three year period.

On December 3, 2012, the Board of Commissioners approved the required plans for the above referenced CDBG Projects that had been awarded funding. The plans are effective from December 3, 2012 to December 3, 2015. Prior to expiration, the Board of Commissioners needs to approve by motion the update of the plans which establishes a new project period. The plans will apply to the two current CDBG grant projects and any other CDBG grants that may be received during the three year period.

The following attached plans need to be approved with the new project period from November 2, 2015 to November 2, 2018:

- Equal Employment and Procurement Plan
- Section 3 Local Jobs Initiative Plan
- Language Access Plan
- Section 504 Evaluation Plan

If you have any questions, please do not hesitate to contact me. I will be present at the November 2, 2015 meeting to answer any questions that may arise. I will also be there for the 2011 CDBG-SS Closeout Public Hearing to answer any questions.

# Equal Employment and Procurement Plan

COUNTY OF LENOIR

*(County)*

NOVEMBER 2, 2015 – NOVEMBER 2, 2018

*(Time Period)*

The County of Lenoir maintains the policy of providing equal employment opportunities for all persons regardless of race, color, religion, sex, national origin, handicap, age, political affiliation, or any other non-merit factor, except where religion, sex, national origin, or age are bona fide occupation qualifications for employment.

In furtherance of this policy, the County of Lenoir prohibits any retaliatory action of any kind taken by any employee of the locality against any other employee or applicant for employment because that person made a charge, testified, assisted or participated in any manner in a hearing, proceeding or investigation of employment discrimination.

The County of Lenoir shall strive for greater utilization of all persons by identifying previously underutilized groups in the workforce, such as minorities, women, and the handicapped, and making special efforts toward their recruitment, selection, development and upward mobility and any other term, condition, or privilege of employment.

Responsibility for implementing equal opportunities and affirmative action measures is hereby assigned to the County Manager to assist in the implementation of this policy statement.

The County of Lenoir shall develop a self-evaluation mechanism to provide for periodic examination and evaluation. Periodic reports as requested on the progress of Equal Employment Opportunity and Affirmative Action will be presented to the Chairman and County Board of Commissioners.

The County of Lenoir is committed to this policy and is aware that with its implementation, the County of Lenoir will receive positive benefits through the greater utilization and development of all its human resources.

This Plan is not grant specific and applies to all CDBG Grants. This Plan shall become effective upon adoption and shall apply for a period of three years thereafter.

Adopted this 2nd day of November, 2015

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

ATTEST:

\_\_\_\_\_  
Vickie F. King, Clerk to the Board

**Section 3 Local Jobs Initiative Plan**  
**Local Economic Benefit for Low and Very Low Income Persons**

**COUNTY OF LENOIR**

*(County)*

**NOVEMBER 2, 2015 – NOVEMBER 2, 2018**

*(Time Period)*

**I. APPLICATION AND COVERAGE OF POLICY**

The County of Lenoir is committed to the policy that, to the greatest extent possible, opportunities for training and employment be given to lower income residents of the community development project area and contracts for work in connection with federally assisted community development project be awarded to business concerns located or owned in substantial part by persons residing in the Section 3 covered area. As required by Section 3 of the Housing and Urban Development Act of 1968, the County of Lenoir has developed and hereby adopts the following Plan:

The County of Lenoir will comply with all applicable provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended (24 CFR Part 135), all regulations issued pursuant thereto by the Secretary of Housing and Urban Development, and all applicable rules and orders of the Department issued there under. This Section 3 covered project area for the purposes of this grant program shall include the County of Lenoir.

The County of Lenoir will be responsible for implementation and administration of the Section 3 plan. In order to implement the County of Lenoir policy of encouraging local residents and businesses participation in undertaking community development activities, the County of Lenoir will follow this Section 3 plan which describes the steps to be taken to provide increased opportunities for local residents and businesses

This Section 3 Plan will apply to services needed in connection with the grant including, but not limited to, businesses in the fields of planning, consulting, design, building construction/renovation, maintenance and repair, etc.

When in need of a service, the County of Lenoir will identify suppliers, contractors or subcontractors located in the Section 3 area. Resources for this identification will include the Minority Business Directory published through the State Department of Commerce, local directories and Small Business Administration local offices. Word of mouth recommendation will also be used as a source.

The County of Lenoir will include the Section 3 clause and this plan in all contracts executed under the Community Development Block Grant (CDBG) Program. Where necessary, listings from any agency noted above will be included as well as sources of subcontractors and suppliers. The Section 3 Plan will be mentioned in the pre bid meetings and preconstruction meetings.

The prime contractor selected for major public works facility or public construction work will be required to submit a Section 3 Plan which will outline his/her work needs in connection with the project. Should a need exist to hire any additional personnel, the Lenoir County Employment Security Commission will be notified and referred to the contractor.

Each contract for housing rehabilitation under the program, as applicable, for jobs having contracts in excess of \$100,000 will be required to submit a Section 3 Plan. This Plan will be maintained on file in the grant office and will be updated from time to time or as the grant staff may deem necessary.

Early in the CDBG project, prior to any contracting, major purchases or hiring, the County of Lenoir will develop a listing of jobs, supplies and contracts likely to be utilized during the project. The County of Lenoir will then advertise the pertinent information regarding the project including all Section 3 required information. The Office of Community Investment (CI) should be contacted with the Bid Materials to distribute the information throughout their list serve to reach out to the communities.

## II. AFFIRMATIVE ACTIONS FOR RESIDENT AND BUSINESS PARTICIPATION

The County of Lenoir will take the following steps to assure that low income residents and businesses within the community development project area and within the County of Lenoir are used whenever possible:

1. Place qualified residents and businesses on solicitation lists
2. Assure that residents and businesses are solicited whenever they are potential sources of contracts, services or supplies
3. Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by residents and businesses
4. Establish delivery schedules, where the requirements permit, which encourage participation by area for residents and businesses

The following methods will be used for the Section 3 program in the County:

The County of Lenoir will place a display advertisement in the local newspaper containing the following information:

1. A brief description of the project
2. A listing of jobs, contracts and supplies likely to be utilized in carrying out the project.
3. An acknowledgement that under Section 3 of Housing and Community Development Act, local residents and businesses will be utilized for jobs, contract and supplies in carrying out the project to the greatest extent feasible.
4. A location where individuals interested in jobs or contracts can register for consideration
5. A statement that all jobs will be listed through and hiring will be done through the local office of the North Carolina Employment Security Commission; a statement that all contracts will be listed with the North Carolina Division of Purchase and Contracts; and a statement that potential employees and businesses may seek development and training assistance through various state and local agencies, or which the County of Lenoir will maintain a list for individuals and business concerns inquiring information

Training and technical assistance will be provided by the local community college for low income residents requiring skills to participate in community development project activities. Referrals will be made to the community college, local Private Industry Councils, Job Training Partnership Act (29 U.S.C. 1579 (a)) (JTPA) Programs, and job training programs provided by local community action agencies as appropriate. Residents and businesses will be encouraged to participate in state and/or federal job training programs that may be offered in the area.

Low income residents and businesses will be informed and educated regarding employment and procurement opportunities in the following ways:

1. Advertisement in the local newspaper
2. Posting of Section 3 Plan at the County Courthouse
3. County Board meeting when project activities and schedules are discussed
4. Open meetings of Project Advisory Committee (if applicable) when everyone in neighborhood is invited
5. Notification to other agencies that provide services to low-income people.

The County of Lenoir will, to the greatest extent feasible, utilize lower income area residents as trainees and employees:

1. Encourage rehabilitation, demolition and replacement housing contractors to hire local area residents
2. Encourage public works contractors to hire local area residents

The County of Lenoir will, to the greatest extent feasible, utilize businesses located in or owned in substantial part by persons residing in the area

1. Contract with local contractors to perform demolition activities, housing rehabilitation activities and housing replacement activities.
2. Encourage public works contractors to hire local residents for site clearance work, hauling materials, and performing other site improvements.
3. Encourage all contractors to purchase supplies and materials from the local hardware and supply stores

### III. RECORDS AND REPORTS

The County of Lenoir will maintain such records and accounts and furnish such information and reports as are required under the Section 3 regulations, and permit authorized representatives of CI, and federal agencies access to books, records, and premises for purposes of investigation in connection with a grievance or to ascertain compliance with this Section 3 Plan.

The County of Lenoir will report annually the Section 3 numbers using the form HUD 60002 to CI at the end of the calendar year as part of the Annual Performance Report (APR).

### IV. MONITORING COMPLIANCE

The County of Lenoir will require each applicable contractor to provide a copy of the Section 3 Plan and will monitor compliance during the performance of the contract. Copies of all advertisements, notice, and published information will be kept to document the implementation of the plan.

### V. COMPLAINTS CONTACT

The County Manager will be the main contact in case any complaint is received from the general public on Section 3 compliance and may be contacted at the following address:

Michael W. Jarman, County Manager, P. O. Box 3289, Kinston, NC 28502, phone 252-559-6450

This Plan is not grant specific and applies to all CDBG Grants. This Plan shall become effective upon adoption and shall apply for a period of three years thereafter.

Adopted this 2nd day of November, 2015

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Craig Hill, Chairman

ATTEST:

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Vickie F. King, Clerk to the Board

**Language Access Plan**  
**Providing Meaningful Communication with Persons with Limited English Proficiency**

**COUNTY OF LENOIR**

*(County)*

**NOVEMBER 2, 2015 – NOVEMBER 2, 2018**

*(Time Period)*

*The purpose of this Policy and Plan is to ensure compliance with Title VI of the Civil Rights Act of 1964, and other applicable federal and state laws and their implementing regulations with respect to persons with limited English proficiency (LEP). Title VI of the Civil Rights Act of 1964 prohibits discrimination based on the ground of race, color or national origin by any entity receiving federal financial assistance. Administrative methods or procedures, which have the effect of subjecting individuals to discrimination or defeating the objectives of these regulations, are prohibited.*

**POLICY:**

In order to avoid discrimination on the grounds of national origin, all programs or activities administered by the County of Lenoir will take reasonable steps to ensure that persons with Limited English Proficiency (LEP) have meaningful access and an equal opportunity to participate in benefits and services for which such persons qualify. This Policy defines the responsibilities the County has to ensure LEP individuals can communicate effectively.

**DEFINITIONS:**

***Limited English Proficient (LEP) individual*** – Any prospective, potential, or actual recipient of benefits or services from the agency who cannot speak, read, write or understand the English language at a level that permits them to interact effectively with health care providers and social service agencies.

***Vital Documents*** – These forms include, but are not limited to, applications, consent forms, all compliance plans, bid documents, fair housing information, citizen participation plans, letters containing important information regarding participation in a program; notices pertaining to the reduction, denial, or termination of services or benefits, the right to appeal such actions, or that require a response from beneficiary notices advising LEP persons of the availability of free language assistance, and other outreach materials.

***Title VI Compliance Officer:*** The person or persons responsible for administering compliance with the Title VI LEP policies.

***Substantial number of LEP:*** 5% or 1,000 people, whichever is smaller, are potential applicants or recipients of the agency and speak a primary language other than English and have limited English proficiency.

**PROCEDURES:**

**1. IDENTIFYING LEP PERSONS AND THEIR LANGUAGE**

The County of Lenoir will promptly identify the language and communication needs of the LEP person. Staff will use a language identification card (or “I speak cards,” provided by State CDBG Program (SP) and LEP posters to determine the language. In addition, when records are kept of past interactions with individuals or family members, the language used to communicate with the LEP person will be included as part of the record.

**2. OBTAINING A QUALIFIED INTERPRETER**

List the current name, office telephone number, office address and email address of the Title VI compliance officers: Martha Martin, Finance Officer, P. O. Box 3289, Kinston, NC 28502 Phone: 252-559-6464 Email: mmartin@co.lenoir.nc.us.

**Check all methods that will be used to obtain a qualified interpreter:**

Maintaining an accurate and current list showing the language, phone number and hours of availability of bilingual staff (*provide the list*):

- Contacting the appropriate bilingual staff member to interpret, in the event that an interpreter is needed, if an employee who speaks the needed language is available and is qualified to interpret;
- Obtaining an outside interpreter if a bilingual staff or staff interpreter is not available or does not speak the needed language.

*(Identify the agency(s) name(s) with whom you have contracted or made arrangements)*

Have/has agreed to provide qualified interpreter services. The agency's (or agencies') telephone number(s) is/are *(insert number (s))*, and the hours of availability are *(insert hours)*.

Other *(describe)*:

**All staff will be provided notice of this policy and procedure, and staff that may have direct contact with LEP individuals will be trained in effective communication techniques, including the effective use of an interpreter.**

Some LEP persons may prefer or request to use a family member or friend as an interpreter. However, family members or friends of the LEP person will not be used as interpreters unless specifically requested by that individual and **after** the LEP person has understood that an offer of an interpreter at no charge to the person has been made by the facility. Such an offer and the response will be documented in the person's file. If the LEP person chooses to use a family member or friend as an interpreter, issues of competency of interpretation, confidentiality, privacy, and conflict of interest should be considered. If the family member or friend is not competent or appropriate for any of these reasons, competent interpreter services will be provided to the LEP person. Children and other residents will **not** be used to interpret, in order to ensure confidentiality of information and accurate communication.

### **3. PROVIDING WRITTEN TRANSLATIONS**

- i. The County of Lenoir will set benchmarks for translation of vital documents into additional languages and will keep records of those documents.
- ii. When translation of vital documents is needed, the County of Lenoir will submit documents for translation into frequently-encountered languages.
- iii. Facilities will provide translation of other written materials, if needed, as well as written notice of the availability of translation, free of charge, for LEP individuals.

### **4. PROVIDING NOTICE TO LEP PERSONS**

The County of Lenoir will inform LEP persons of the availability of language assistance, free of charge, by providing written notice in languages LEP persons will understand. Example: The notification will include, in the primary language of the applicant/recipient, the following language: IMPORTANT: IF YOU NEED HELP IN READING THIS, ASK THE AGENCY FOR AN INTERPRETER TO HELP. AN INTERPRETER IS AVAILABLE FREE OF CHARGE.

All interpreters, translators and other aids needed to comply with this policy shall be provided without cost to the person being served, and individuals and their families will be informed of the availability of such assistance free of charge.

At a minimum, notices and signs will be posted and provided in intake areas and other points of entry, including but not limited to the main lobbies, waiting rooms, etc, and including the First Floor - Lenoir County Courthouse, 130 S. Queen Street, Kinston, NC 28502.

Notification will also be provided through one or more of the following: outreach documents, telephone voice mail menus, local newspapers, radio and television stations, and/or community-based organizations.

The County of Lenoir will provide notification through the local newspapers.

### **5. MONITORING LANGUAGE NEEDS AND IMPLEMENTATION**

On an ongoing basis, The County of Lenoir will assess changes in demographics, types of services or other needs that may require reevaluation of this policy and its procedures. In addition, The County of Lenoir regularly assess the efficacy of these procedures, including but not limited to mechanisms for securing

interpreter services, complaints filed by LEP persons, feedback from residents and community organizations, etc.

**I. Compliance Procedures, Reporting and Monitoring**

- A. **Reporting:** The County of Lenoir will complete an annual compliance report and send this report to the State CDBG Program (SP).
- B. **Monitoring:** The County of Lenoir will complete a self-monitoring report on a quarterly basis, using a standardized reporting system proposed by the County of Lenoir. These reports will be maintained and stored by the Title VI Compliance Officer and will be provided to the SP upon request. The County of Lenoir will cooperate, when requested, with special review by the SP.

**II. Applicant/Recipient Complaints of Discriminatory Treatment**

- A. **Complaints:** The County of Lenoir will provide assistance to LEP individuals who do not speak or write in English if they indicate that they would like to file a complaint. A complaint will be filed in writing, contain the name and address of the person filing it or his/her designee and briefly describe the alleged violation of this policy. At the time of this Plan, the form can be found at <http://www.nccommerce.com/cd/community-investment/forms-resources/compliance-plans-and-templates>.

The County of Lenoir will maintain records of any complaints filed, the date of filing, actions taken and resolution. The County of Lenoir will notify the appropriate section within SP of complaints filed, the date of filing, actions taken and resolution. This information will be provided within 30 days of resolution.

- B. **Resolution of Matter:** If the matter cannot be resolved by informal means, the individual will be informed of his or her right to appeal further to SP. This notice will be provided in the primary language of the individual with Limited English Proficiency. The SP Compliance Office will conduct an investigation of the allegations of the complaint. The investigation will afford all interested persons and their representatives, if any, an opportunity to submit evidence relevant to the complaint. The investigation will not exceed 30 days, absent a 15-day extension for extenuating circumstances. If the investigation indicates a failure to comply with the Act, the County of Lenoir, SP Director or his/her designee will so inform the recipient and the matter will be resolved by informal means whenever possible within 60 days.

If the matter cannot be resolved by informal means, then the individual will be informed of his or her right to appeal further to the Department of Justice. This notice will be provided in the primary language of the individual with Limited English Proficiency. If not resolved by SP, then complaint will be forwarded to Department of Justice (DOJ) and the Department of Housing and Urban Development (HUD) Field Office.

This Plan is not grant specific and applies to all CDBG Grants. This Plan shall become effective upon adoption and shall apply for a period of three years thereafter.

Adopted this 2nd day of November, 2015

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

ATTEST:

\_\_\_\_\_  
Vickie F. King, Clerk to the Board

## SECTION 504 SELF - EVALUATION SURVEY

### CDBG/HUD RECIPIENT INFORMATION

CDBG/HUD RECIPIENT NAME: County of Lenoir

CDBG/HUD RECIPIENT ADDRESS: P. O. Box 3289  
Kinston, NC 28502-3289

NAME OF HUD RECIPIENT (HR) STAFF PERSON  
RESPONSIBLE FOR SELF-EVALUATION SURVEY: Martha Martin, Finance Officer

EMAIL: mmartin@co.lenoir.nc.us

PHONE NUMBER: 252-559-6464 TDD: 911; 919-807-4420; 711

DATE SELF-EVALUATION WAS COMPLETED: November 2, 2015

CDBG GRANT NUMBER: Survey is not grant specific and applies to all CDBG grants,  
both now and for the next three years

APPLICABILITY: Applies to County as a CDBG Recipient & not to a single CDBG Project.

PERIOD COVERED: November 2, 2015 - November 2, 2018

SIGNATURE OF AUTHORIZED OFFICIAL: \_\_\_\_\_  
**Craig Hill, Chairman**

**Current Grievance Procedure and Policy of Non-Discrimination On the Basis of Handicapped Status, adopted by the Board of Commissioners on November 2, 2015 along with the Self-Evaluation Survey, are attached.**

U.S. Department of Justice  
Civil Rights Division  
Coordination and Review Section

**TECHNICAL ASSISTANCE GUIDE  
SUPPLEMENTAL INFORMATION  
ABOUT THE SECTION 504 TRANSITION PLAN REQUIREMENTS**

**TAG-88-11**

# SECTION 504 COMPLIANCE

## SECTION 1. PROGRAM OUTREACH AND COMMUNICATION

For each question in this section, check either YES or NO. If a question does not apply to your HR, then write "N/A" next to the question and explain below. If your response to a question is NO, then identify what modification to policies and practices will be undertaken or what corrective action will be taken to remedy any discrimination found. In some cases, a YES answer will also require that additional information be supplied to complete the evaluation process.

### NOTIFICATION

1. Has the HR taken steps to notify participants, applicants, employees, and unions or professional organizations that it does not discriminate on the basis of disability?

YES  NO

YES—Briefly describe the methods used to notify the public about non-discrimination policies.

***Post non-discrimination notice at the Courthouse bulletin board and place non-discrimination public notice in the local newspaper.***

NO—Modification or corrective action:

2. Has the HR adopted special procedures to notify persons with disabilities, especially those with vision and hearing impairments?

YES  NO

YES—Briefly describe the methods used to ensure program participation by those who have visual or hearing impairments. (Methods include, but are not limited to; qualified sign language and oral interpreters, readers, or the use of taped and Braille materials.)

***Based on the request from citizens, the County will make available qualified sign language and oral interpretations, readers or the use of taped or Braille materials.***

NO—Modification or corrective action:

### PRINTED MATERIALS

1. Are written materials including posters with non-discrimination notices placed in physically accessible locations?

YES  NO

2. Can small print of posted announcements be read from a wheelchair?

YES  NO

3. Are all words in printed materials clearly legible?

YES  NO

4. Would color blind individuals be able to distinguish all contents in printed materials?

YES  NO

5. Are representations of disabled individuals free of patronizing stereotypes?

YES  NO

6. Do graphics in printed material permit easy reading of the contents?  
YES NO
7. Is all necessary program information included in printed material?  
YES NO
8. Are procedures for providing program access to disabled individuals stated clearly?  
YES NO
9. Do all appropriate HR documents now include policy statements about non-discrimination on the basis of disabilities?  
YES NO
10. Are the Section 504 contact person's name, address, and phone number listed in printed material?  
YES NO

NO to any questions above - Modification or corrective action:

### **INFORMATION DISSEMINATION**

1. Can copies of written materials be reasonably obtained by individuals with disabilities?  
YES NO
2. Have disability groups been included in the dissemination process?  
YES NO
3. Does the HR use all available print and broadcast media to ensure that all individuals with disabilities receive appropriate notification?  
YES NO
4. Does the HR disseminate information to all agencies or organizations that deal with persons with disabilities in the HR service jurisdiction?  
YES NO
5. Does all of the information disseminated by the HR include current non-discrimination policies?  
YES NO

NO to any questions above - Modification or corrective action:

### **COMMUNICATION**

1. Has the HR taken appropriate steps to ensure effective communication with applicants, program participants, and members of the public by providing auxiliary aids where necessary so that individuals with disabilities (particularly persons with impaired vision or hearing) can have the opportunity to participate in, and enjoy the benefits of HR programs and activities?  
YES NO  
 NO—Modification or corrective action:
2. Has the HR installed a telecommunications device (TDD) to communicate with hearing impaired and deaf persons?

YES  NO **County uses TDD at the County 911 Communication Center, the NC Human Relations Commission TDD (919-807-4420), and NC Telecommunications Relay Service at 711 to provide full accessibility.**

NO—Modification or corrective action:

3. If the HR has a TDD, is the number listed in the commercial telephone or TDD directories?  
 YES  NO  N/A

NO—Modification or corrective action:

4. Has the HR installed a reader, developed Braille materials, audio recordings or other similar services and devices for persons with impaired vision?  
 YES  NO

NO—Modification or corrective action:

## **SECTION 2. COMPLAINT PROCESSING PROCEDURES**

For each question in this section, check either YES or NO. If a question does not apply to your HR, then write "N/A" next to the question and explain below. If your response to a question is NO, then identify what modification to policies and practices will be undertaken or what corrective action will be taken to remedy any discrimination found. In some cases, a YES answer will also require that additional information be supplied to complete the evaluation process.

1. Does the HR have a written policy for handling complaints of discrimination based on disability?  
 YES  NO

YES—**Attach** a copy of the current HR policy which should include the date the policy was established, the date the policy was distributed to staff, and the citation for the policy. ***Policy of Nondiscrimination on Basis of Handicapped Status is attached. Adopted December 3, 2012 and re-adopted November 2, 2015.***

NO—Modification or corrective action:

2. Has the HR adopted procedures that incorporate due process standards and allow for prompt resolution of any complaints or alleged discrimination based on disabilities?  
 YES  NO

YES—Attach a copy of your current grievance procedures and the name of the person or unit responsible for receiving and processing complaints.  
***Copy of Grievance Procedure is attached. Adopted December 3, 2012 and re-adopted November 2, 2015.***

NO—Modification or corrective action:

3. Has the HR notified staff and program participants about the grievance procedures?  
 YES  NO

## **SECTION 3. ELIGIBILITY AND ADMISSION CRITERIA**

For each question in this section, check either YES or NO. If a question does not apply to your HR, then write "N/A" next to the question and explain below. If your response to a question is NO, then identify what modification to policies and practices will be undertaken or what corrective action will be taken to remedy any discrimination found. In some cases, a YES answer will also require that additional information be supplied to complete the evaluation process.

1. Has the HR examined all policies pertaining to program eligibility and admission criteria to determine if they had the purpose or effect of excluding or limiting the participation of individuals with disabilities in HR's programs and activities?

YES  NO

No—Modification or corrective action:

2. Has the HR, in examining its policies on program eligibility and admission criteria, paid particular attention to those incorporating or establishing: (1) physical or mental fitness or performance requirements; (2) safety standards; (3) testing requirements; (4) educational requirements; (5) work experience requirements; (6) income level requirements (7) credit rating requirements; (8) requirements based on disability; (9) requirements that prohibit participation because of disability; and (10) insurability requirements?

YES  NO

No—Modification or corrective action:

3. Has the HR altered or eliminated policies that have the direct or indirect effect of excluding or limiting the participation of individuals with disabilities in HR's programs and activities?

YES  NO  N/A

**N/A—Explain: *No exclusionary or limiting policies were found in review of programs and activities.***

**SKIP TO NEXT SECTION**

YES—List any policies that have been altered or eliminated.

NO—Modification or corrective action:

4. Has the HR communicated the policy changes to staff members and the public?

YES  NO

NO—Modification or corrective action:

#### **SECTION 4. EMPLOYMENT POLICY AND PRACTICE**

For each question in this section, check either YES or NO. If a question does not apply to your HR, then write "N/A" next to the question and explain below. If your response to a question is NO, then identify what modification to policies and practices will be undertaken or what corrective action will be taken to remedy any discrimination found. In some case, a YES answer will also require that additional information be supplied to complete the evaluation process.

#### **REASONABLE ACCOMMODATION**

1. Has the HR made a reasonable accommodation (an accommodation which does not impose an undue hardship on the HR operation) to the known physical or mental limitations of an otherwise qualified applicant with disabilities or employee with disabilities?

YES  NO  N/A - **SKIP TO NEXT SECTION.**

NO—Modification or corrective action:

N/A—Explain: ***No one has been hired recently that had any physical or mental limitations needing accommodations. However, the County would make reasonable accommodations if the situation arose.***

**IMPORTANT INFORMATION**

Reasonable accommodation would include making facilities used by employees accessible to and usable by individuals with disabilities, job restructuring, job relocation, part-time or modified work schedules, acquisition or modification of equipment and devices, the provision of readers or interpreters, and other similar actions.

2. In determining whether an accommodation imposed an undue hardship on the operation of the HR program, were the following factors considered?
- a) The overall size of the HR program with respect to the number of employees, number and type of facilities, and size of budget?  
 YES  NO
  - b) The type of the HR operation, including the composition and structure of the workforce?  
 YES  NO
  - c) The nature and cost of the accommodation?  
 YES  NO

NO to any question above - Modification or corrective action:

**EMPLOYMENT CRITERIA**

**IMPORTANT INFORMATION**

The HR may not deny any employment opportunity to a qualified handicapped or disabled employee or applicant if the basis for the denial is the need to make reasonable accommodation to the physical or mental limitations of the employee or applicant.

1. If the HR uses an employment test or other criteria for selection that screens out or tends to screen out individuals with disabilities, can the HR show that the test score or other selection criteria is job related?  
 YES  NO  N/A - **SKIP TO QUESTION 3.**  
No—Modification or corrective action:  
N/A—Explain (e.g. no such test/criteria used):
2. Has the HR obtained information from the appropriate HUD official that demonstrates that alternative job related tests or criteria that tend to screen out fewer individuals with disabilities are unavailable?  
 YES  NO

NO—Modification or corrective action:

3. Does the HR administer tests which accurately reflect the applicant's or employee's job skills or aptitude rather than the applicant's or employee's impaired sensory, manual, or speaking skills (except where those skills are the factors that the test is designed to measure)?  
YES NO

NO—Modification or corrective action:

**PRE-EMPLOYMENT INQUIRES**

1. Is the HR aware that it can not make a pre-employment inquiry or conduct a medical examination of an applicant to determine whether the individual is a person with disability unless the HR is undertaking affirmative action efforts or conditioning an offer of employment on the results of a medial examination given to all prospective employees in the same job category?  
YES NO

NO—Modification or corrective action:

**IMPORTANT INFORMATION**

HR may make a pre-employment inquiry into an applicant's ability to perform job-related functions.

2. When the HR is undertaking affirmative action efforts, voluntary or otherwise, and inviting applicants for employment to indicate whether and to what extent they are disabled, does the HR meet the following conditions:
- a) State clearly either orally or in writing that the requested information is intended for the HR's affirmative action efforts?  
YES NO
  - b) State clearly that the information is being requested on a voluntary basis, that it will be kept confidential and that refusal to give the information will not subject the applicant or employee to any adverse treatment?  
YES NO

NO to any questions above - Modifications or corrective action:

3. Has the HR informed job applicants that an employment offer may be conditioned on the results of a medical examination if all entering employees in a job category must take an examination regardless of disability, and the examination accurately reflects the employee's job skills?  
YES NO

No—Modifications or corrective action:

4. Has the information obtained by the HR concerning the medical condition or history of job applicants been collected and maintained on separate forms and accorded confidentially as medical records?  
YES NO

No—Modification or corrective action:

### IMPORTANT INFORMATION

Supervisors and managers may be informed of restrictions on the work or duties of individuals with disabilities and informed of necessary accommodations; first aid and safety personnel may be informed if the medical condition might require emergency treatment; and Section 504 compliance officers can have access to relevant medical information upon request.

## **SECTION 5. PHYSICAL ACCESSIBILITY OF BUILDINGS AND FACILITIES**

For each question in this section, check either YES or NO. If a question does not apply to your HR, then write "NA" next to the question and explain below. If your response to a question is NO, then identify what modification to policies and practices will be undertaken or what corrective action will be taken to remedy any discrimination found. In some cases, a YES answer will also require that additional information be supplied to complete the evaluation process.

### **REASONABLE ACCOMMODATION**

1. Has the HR made a reasonable accommodation (any accommodation which does not place an undue financial and administrative burden on the HR) to the known physical and mental limitations of qualified persons with disabilities to allow access to facilities, programs and services?
- YES  NO  N/A ***No situation has occurred where a person with disabilities did not have access to facilities, programs or services, so no accommodation was required. Facilities are accessible.***

NO—Modification or corrective action:

2. In determining whether an accommodation imposed an undue financial or administrative burden on the operation of the HR program, were the following factors considered?
- a) The overall size of the HR's program with respect to the number of employees, number and type of facilities, and size of budget?  
 YES  NO  N/A ***See Question 1.***
- b) The type of the HR operation, including the composition and structure of the workforce?  
 YES  NO  N/A ***See Question 1.***
- c) The nature and cost of the accommodation?  
 YES  NO  N/A ***See Question 1.***

NO to any question above - Modification or corrective action:

3. Has the HR identified the individual responsible for making the final decision about undue financial and administrative burdens?  
 YES  NO

YES—Please identify the individual responsible for making the final decision: ***The Board of Commissioners is responsible for the final decision, based on the recommendation of the County Manager and information provided by appropriate County staff.***

NO—Modification or corrective action:

4. Has the HR adopted a procedure for ensuring that decisions about undue financial and administrative burdens are made properly and quickly?

YES NO

YES—**Attach** a copy of the current HR policy which should include the date the policy was established, the date the policy was distributed to staff, and the citation for the policy.  
***Policy of Nondiscrimination on Basis of Handicapped Status is attached.***

NO—Modification or corrective action:

**NON-HOUSING FACILITIES**

1. Has the HR designed or constructed any new non-housing facilities since July 11, 1988?  
YES - NO

**NO—Skip to Question 2.**

YES—Are these new HR non-housing facilities designed and constructed to be readily accessible to and usable by individuals with disabilities?  
YES NO

NO—Modification or corrective action:

2. Has the HR otherwise altered any existing HR non-housing facilities or designed any alterations to existing HR non-housing facilities since July 11, 1988?  
YES NO

**NO—Skip to Question 3.**

YES—Have these alterations or designs for alterations to existing HR non-housing facilities, to the maximum extent feasible, been made so that the facilities are readily accessible to and usable by individuals with disabilities?  
YES NO

NO—Modification or corrective action:

**IMPORTANT INFORMATION**

HUD recipients are not necessarily required to make each of its existing non-housing facilities accessible to and usable by individuals with disabilities. In the case of historic preservation programs or activities, HR is not required to take any action that would result in a substantial impairment of significant historic features of a historic property. HR is not required to take any action that it can demonstrate would result in a fundamental alternation in the nature of its program or activity. HR is not required to take any action if the change would impose undue financial and administrative burdens. If the HR determines that making a facility accessible would result in significant or fundamental alterations or would cause undue financial or administrative burdens, the HR should use other methods of providing accessibility to ensure that individuals with disabilities receive program or activity benefits and services.

3. Does the HR operate each non-housing program or activity receiving federal financial assistance so that the program or activity, when viewed in its entirety, is readily accessible to and usable by individuals with disabilities?  
YES NO

NO—Modification or corrective action:

4. Does the HR need to make structural changes to non-housing facilities to achieve program accessibility?  
 YES  NO

**NO—Skip to Question 5.**

YES—Has the HR developed a transition plan setting forth the steps necessary to complete such changes?  
 YES  NO

NO—Modification or corrective action:

YES—Does the transition plan include the following?

- a) Identification of the physical obstacles in the HR's non-housing facilities that limit accessibility to programs?  
 YES  NO
- b) Detailed description of the methods that will be used to make the facilities accessible?  
 YES  NO
- c) A schedule for taking the steps necessary to achieve compliance in making facilities accessible?  
 YES  NO
- d) A schedule for each year of the plan if the time period of the transition plan is longer than one year?  
 YES  NO
- e) The name of the official responsible for implementation of the plan?  
 YES  NO
- f) The name(s) of the persons or groups who assisted with the preparation of the plan?  
 YES  NO

NO to any question above - Modification or corrective action:

5. Has the HR determined that making a non-housing facility accessible to individuals with disabilities would result in a fundamental alteration or would pose an undue financial or administrative burden?  
 YES  NO

**NO—Proceed to next section - EXISTING HOUSING FACILITIES AND PROGRAMS**

YES—Have other methods of providing accessibility been considered?  
 YES  NO

NO—Modification or corrective action:

YES—Please answer the following questions in the self evaluation.

**Self-Evaluation**

- 1) Have services been reassigned to accessible facilities or accessible portions of facilities?  
 YES  NO
- 2) Have aides been assigned to beneficiaries?  
 YES  NO
- 3) Have home visits been conducted?  
 YES  NO
- 4) Has equipment been added or redesigned?  
 YES  NO
- 5) Have changes been made in management policies and procedures?

YES  NO

6) Have additional accessible facilities been acquired or constructed?

YES  NO

7) Have alterations to existing facilities on a selective basis been completed?

YES  NO

8) Have other methods been employed?

YES  NO

No to any questions above - Modification or corrective action:

#### IMPORTANT INFORMATION

HR is not required to make structural changes in existing facilities where other methods are effective in achieving compliance for program accessibility in non-housing environments. In choosing among available methods for meeting the requirements, the HR shall give priority to those methods that offer programs and activities to qualified individuals with disabilities in the most integrated setting appropriate.

### EXISTING HOUSING FACILITIES AND PROGRAMS

#### IMPORTANT INFORMATION

This section applies to the Rental Rehabilitation and Section 8 Moderate Rehabilitation Programs.

1. Has the HR made any substantial alterations to existing housing facilities since July 11, 1988 (that is, made to a facility with 15 or more units and costing an amount equal to 75 percent or more of the replacement cost of the completed facility)?

YES  NO  **N/A The County has no existing housing facilities. SKIP TO END**

YES—Do the facilities with the substantial alterations meet the same accessibility requirements as those for new construction?

YES  NO

NO—Modification or corrective action:

2. Has the HR made other alterations to dwelling units since July 11, 1988?

YES  NO

YES—Have the altered units been made accessible to and usable by individuals with disabilities to the maximum extent feasible?

YES  NO

NO—Modification or corrective action:

3. Has the HR made alterations of single elements or spaces of dwelling units which, when considered all together, amount to an alternation of the units since July 11, 1988?

YES  NO

YES—In these units, has the entire dwelling units been made accessible?

YES  NO

NO—Modification or corrective action:

#### IMPORTANT INFORMATION

HUD recipients should operate each existing housing program receiving federal financial assistance so that when viewed in its entirety, the program is readily accessible to and usable by persons with disabilities. HUD recipients are not necessarily required to make each of its existing facilities accessible. HR is not required to take any action if the change would impose undue financial and administrative burdens. If the HR determines that making a program accessible would result in significant or fundamental alterations or would cause undue financial or administrative burdens, the HR should use other

methods of providing accessibility to ensure that individuals with disabilities receive program or activity benefits and services.

4. Are a minimum of five percent of the dwelling units altered since July 11, 1988 (or more based on a higher need prescribed by HUD) readily accessible to individuals with mobility impairments?

YES  NO

NO—Modification or corrective action:

5. Have alterations to common areas or parts of existing facilities been made (since July 11, 1988) to the maximum extent feasible, so that the areas are accessible to and usable by individuals with disabilities?

YES  NO

NO—Modification or corrective action:

6. Has the HR determined that making an existing facility accessible to individuals with disabilities would result in a fundamental alternation or would pose an undue financial or administrative burden?

YES  NO

YES—Have the following options been considered:

- a) Have services been reassigned to accessible facilities or accessible portions thereof?

YES  NO

- b) Have aides been assigned to beneficiaries?

YES  NO

- c) Have home visits been conducted?

YES  NO

- d) Has equipment been added or redesigned?

YES  NO

- e) Have changes been made in management policies and procedures?

YES  NO

- f) Have additional accessible facilities been acquired or constructed?

YES  NO

- g) Have alterations to existing facilities on a selective basis been completed?

YES  NO

- h) Have other methods been employed?

YES  NO

NO to any question above—Modification or corrective action:

#### **IMPORTANT INFORMATION**

HR is not required to make structural changes in existing facilities where other methods are effective in achieving compliance for program accessibility in housing environments or to provide supportive services that are not part of the program. In choosing among available methods for meeting the requirements, the HR shall give priority to those methods that offer programs and activities to qualified individuals with disabilities in the most integrated setting appropriate.

-----**END**-----

## **Attachment 1 to Section 504 Self-Evaluation Survey**

### **COUNTY OF LENOIR POLICY OF NON-DISCRIMINATION ON THE BASIS OF HANDICAPPED OR DISABLED STATUS**

The County of Lenoir is a recipient of Federal Community Development Block Grant funds. The County does not discriminate on the basis of handicapped status in the admission or access to, or treatment or employment in, its programs or activities. Michael W. Jarman, County Manager, has been designated to coordinate compliance with the non-discrimination requirements in accordance with Section 504 Handicapped Regulations and the Americans with Disabilities Act. For questions regarding this matter or for information regarding the County's procedure for handling complaints about discrimination of the handicapped, you may contact Michael W. Jarman, County Manager, P.O. 3289, Kinston, NC 28502, telephone 252-559-6450 (TDD 911). You may also contact the North Carolina Division of Community Assistance at 919-715-0501 (TDD 1-800-735-2962), the NC Human Relations Commission at telephone/TDD 919-807-4420 or the NC Telecommunications Relay Service at 711. The County of Lenoir is an equal opportunity employer and service provider. This information is available in Spanish or any other language upon request. Please contact Martha Martin, Finance Officer, at 252-559-6464 or at the Lenoir County Courthouse, 130 S. Queen St., Kinston, NC 28502 for accommodations for this request. Esta información está disponible en español o cualquier otra lengua a petición. Entre en contacto con por favor a Martha Martin, oficial de las finanzas, en 252-559-6464 o en Palacio de justicia del condado de Lenoir, 130 S. Queen St, Kinston, NC 28502 para las comodidades para esta petición.

**Policy adopted by the Board of Commissioners on December 3, 2012, distributed to staff and posted on the Courthouse bulletin board on the same day. Policy advertised in the local newspaper on March 31, 2013, March 31, 2014 and on March 30, 2015. Policy re-adopted by the Board of County Commissioners on November 2, 2015.**

## Attachment 2 to Section 504 Self-Evaluation Survey

### SECTION 504 GRIEVANCE PROCEDURE

#### COUNTY OF LENOIR

*(County)*

NOVEMBER 2, 2015 – NOVEMBER 2, 2018

*(Time Period)*

#### I. Purpose

Whenever a grievance arises on the basis of handicap or disability regarding employment or County services, individuals should follow the established grievance procedure for proper resolution. All notices of grievance must be made in writing and will be responded to within 10 working days from the date of receipt.

#### II. Grievance Procedures

The following steps should be followed in resolving grievances:

1. The individual should submit the grievance complaint in writing to the County Department Head responsible for the County service or employment action.
2. If the issue is not resolved, the individual filing the grievance complaint may appeal the Department Head's decision to the County Manager, Michael W. Jarman, at P. O. Box 3289, Kinston, NC 28502 (phone 252-559-6450). The County Manager will consult with the Department Head or other involved parties, gather information, make a decision and issue a written response within 10 working days. The County Manager is designated as the Section 504 Compliance Officer and is the final appointed staff person responsible for resolving grievances.
3. If the issue is still not resolved, the individual filing the grievance complaint may appeal the decision to the County Board of Commissioners. The Board, at the earliest possible regularly scheduled meeting, will review the circumstances and reach a determination on the resolution of the grievance. After making a decision, the Board will issue a written statement to the individual within 10 working days.
4. If the individual is not satisfied with the decision, then the individual may appeal to any appropriate state or federal agency or court with jurisdiction of the matter. For a complaint involving CDBG Projects administered by the NC Dept. of Commerce, the individual can submit the complaint in writing to:

NC Department of Commerce  
Division of Community Assistance  
State CDBG Program  
4313 Mail Service Center  
Raleigh, NC 27699-4313

5. This grievance procedure will be made public by posting at the County Courthouse and publicizing in the local newspaper in order to inform all individuals of the process to follow in submitting grievances on the basis of handicap or disability regarding employment or services.
6. The County will maintain a record of all complaints and resolutions. The County will notify the NC Division of Community Assistance, State CDBG Program, Compliance Office of any complaints alleging non-compliance with these requirements.

This self-evaluation survey, policy of non-discrimination on the basis of handicapped status, and grievance procedure are not grant specific and apply to all CDBG Grants. This self-evaluation survey, policy of non-discrimination on the basis of handicapped status, and grievance procedure shall become effective upon adoption and shall apply for a period of three years thereafter.

Adopted this 2nd day of November, 2015

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Craig Hill, Chairman

ATTEST:

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Vickie F. King, Clerk to the Board

**INTRODUCED BY:** Michael W. Jarman, County Manager **DATE:** 11/2/15 **ITEM NO.** 4

**RESOLUTION:** Authorizing FY15-16 Purchase order to Down East Protection Systems (DEPS) for Department of Social Services: \$4,400

**SUBJECT AREA:** Purchases/Bids

**ACTION REQUESTED:** The Board is requested to authorize the Department of Social Services Director to execute a purchase order to Down East Protection Systems (DEPS) in the amount of \$4,400.

**HISTORY/BACKGROUND:** All purchase orders in the amount of \$2,500 or greater require the approval by the Board of Commissioners. The Agency desires to replace the existing building access system. The current system is not working properly and we are unable to order a new motherboard because of the age of the system. This purchase is essential to the safety of Department of Social Services staff members.

**EVALUATION:** Approval of this resolution will allow encumbrance of funds approved in the FY 15-16 budget and the eventual payment of services as billed by Down East Protection Systems (DEPS) in the amount of \$4,400.

This request will encumber funds in:

Maintenance/Repairs-Buildings-10-5310-3500

**MANAGER'S RECOMMENDATION:**

Respectfully recommend approval.

*mwf*  
Initials

**RESOLUTION: NOW THEREFORE BE IT RESOLVED** by the Lenoir County Board of Commissioners that the Department of Social Services Director is authorized to execute the above listed purchase order for FY15-16 to Down East Protection Systems (DEPS) in the amount of \$4,400.

**AMENDMENTS:**

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

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

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attest

\_\_\_\_\_  
Date

**INTRODUCED BY:** Michael W. Jarman, County Manager **DATE** 11/2/2015 **ITEM NO.** 5

**RESOLUTION:** Approve the Purchase of Two (2) Lift Equipped Vans for \$113,000 (16-CT-034 Funds).

**SUBJECT AREA:** Purchases/Bids

**ACTION REQUESTED:** The Board is requested to authorize the purchase of two (2) lift equipped vans with North Carolina Department of Transportation/Community Transportation Program (NCDOT/CTP) FY15-16 Funds at a cost of \$113,000.

**HISTORY/BACKGROUND:** On November 3, 2014, the Lenoir County Board of Commissioners approved a Resolution (Item 5C) allowing Lenoir County Transit to apply to NCDOT for Community Transportation Grant funds for FY 2015-2016. A portion of the grant was intended to replace vehicles that had met their useful life. N. C. Department of Transportation/Public Transportation Division determined that replacement of two lift equipped vans was granted. Vehicles purchased under Community Transportation Program are funded 80% Federal, 10% State and 10% local match.

**EVALUATION:** The N.C. Department of Transportation has made available the necessary forms to order replacement lift equipped vans. The two vehicles scheduled to be replaced have each been driven about 170,000 miles. To purchase two lift equipped vans, \$101,700 in Federal and State funds will be used along with a local match of \$11,300. This match will be paid for from locally generated transit revenues. Total cost of the project will be \$113,000.



.To Lenoir County, NC  
From Davenport & Company LLC  
Date November 2, 2015  
Subject 2015 General Obligation Refunding Bond RFP Summary

**Background**

Davenport & Company LLC (“Davenport”), on behalf of Lenoir County, NC (the “County”), distributed a Request for Proposals (“RFP”) to secure a bank commitment for the purchase of a General Obligation Refunding Bond to advance refund the County’s callable General Obligation School Bonds, Series 2008 (“2008 GOs”) maturing from 2/1/2019 – 2/1/2029 and fund the associated Costs of Issuance.

The RFP was distributed to over 35 National, Regional, and Local Banks. After the initial distribution, Davenport contacted each of the potential bidders to assess their interest in the financing and address any questions they had.

**RFP Responses**

Through this process, the County was able to secure three responses to the RFP, including:

1. Capital One Bank (“Capital One”);
2. Pinnacle Public Finance (“Pinnacle”); and
3. Raymond James Capital Funding (“Raymond James”).

**Public Market Sale**

As an alternative to refinancing the 2008 GOs with one of the proposing banks, the County could consider a public sale of General Obligation Refunding Bonds. In order to effect the public sale refunding, the County would have to prepare formal offering documents (Official Statement and Notice of Sale) and obtain credit ratings. The process to complete a public sale would take approximately 60-75 days. During this time period, the County would be subject to daily interest rate changes until rates could be locked in around day 45-60 of the process.

The following pages contain a summary of the key terms and conditions for each of the responses received.

# DAVENPORT & COMPANY

## 2015 General Obligation Refunding Bond RFP Summary

November 2, 2015

### Discussion Points

#### 1. Interest Rate

While all three banks submitted proposals consistent with the RFP specifications, Raymond James offered the lowest interest rate, as shown in Table 1 below. The rates offered by all of the banks are fixed through the final maturity of the loan and will be held firm for a closing on or about November 19<sup>th</sup>.

Table 1: Summary of Interest Rates

Bank	Interest Rate	Final Maturity	Rates Held Firm Through
Raymond James	2.45%	2/1/2029	November 19 <sup>th</sup>
Pinnacle	2.50%	2/1/2029	November 20 <sup>th</sup>
Capital One	2.97%	2/1/2029	November 19 <sup>th</sup> *
Estimated Current Market Public Sale	2.43%**	2/1/2029	Subject to Market Movement for Approximately 45-60 days

\* Must be accepted by October 22, 2015.

\*\* Estimated True Interest Cost of Public Sale. Preliminary and subject to change for approximately 45-60 days until final pricing.

#### 2. Prepayment Provisions

Each of the proposals submitted provide the County with the ability to prepay the 2015 GO Refunding Bond. Prepayment provisions offered by the three bank proposals are shown in Table 2 below.

Table 2: Summary of Prepayment Provisions

Bank	Prepayment Provisions
Raymond James	Prior to 2/1/2025: Prepayable at Lender's Consent Thereafter: In whole or in part on any date at par
Pinnacle	In whole on any payment date after 2/1/2021 at par
Capital One	Years 1-7: Non-callable Thereafter: In whole on any payment date at par
Estimated Current Market Public Sale	Years 1-10: Non-callable Thereafter: In whole or in part any time at par

**3. Advance Refunding and Negative Arbitrage**

Due to the optional redemption provisions included in the 2008 GO Bonds, the outstanding bonds cannot be called (redeemed) from the current bond holders until 2/1/2018; however, the County has an opportunity to utilize an advance refunding to accomplish the refinancing. In order to effect this approach, the County can establish an escrow account and deposit US Treasury Bonds and other securities unconditionally guaranteed by the Federal Government into the escrow account for the benefit of the 2008 GO Bond Holders. The deposit into the escrow account will be calculated such that, when combined with the future investment earnings, the escrow account will generate enough proceeds to make all remaining principal and interest payments due on the 2008 Bonds through the 2/1/2018 call/redemption date.

Under IRS guidelines, the amount of interest that can be earned in the escrow account established for the 2008 GO Bonds will be limited to the arbitrage yield, which is calculated based on the interest rate paid on the 2015 GO Refunding Bond (2.45% under the Raymond James proposal). In the current market, US Treasury Bonds and similar securities that could be purchased for the County's advance refunding escrow account are yielding approximately 0.82%. Negative arbitrage is the concept that measures the difference between the legally allowed escrow earnings rate and the rate at which the escrow account can be invested in the current market - this calculation is shown in Table 3 below. If the County were able to earn the legally allowed investment rate, additional savings of approximately \$816,304 could be achieved.

**Table 3: Negative Arbitrage**

	<b>Yield</b>	<b>Earnings</b>
Projected Escrow Investment	0.82%	\$ 427,293
Legally Permitted Escrow Earnings	2.45%	1,243,597
Difference (Negative Arbitrage)	-1.43%	\$ (816,304)

There are two ways that the County could mitigate the negative arbitrage. First, the County could earn a higher interest rate in the escrow account; however, in the current market there are no securities available for purchase that could produce this level of earnings. Second, the County could wait until 2/1/2018 to issue a Refunding Bond in which case no escrow account would be required. This approach is an option, but the County would be exposed to interest rate movement over the next two years. If interest rates increase during this timeframe by more than approximately 0.70%, the County would have achieved better savings by moving forward with the advance refunding in today's market.

The negative arbitrage associated with the advance refunding transaction is not an "out of pocket" cost that the County has to pay, rather it is an opportunity cost that measures potential savings that are not realized. In the County's current refunding opportunity, the projected savings are over 1.5 times greater than the negative arbitrage. Given the savings levels and the potential for interest rate volatility in the future, we feel the savings available through the advance refunding opportunity today outweighs the opportunity cost of the negative arbitrage.

# DAVENPORT & COMPANY

## 2015 General Obligation Refunding Bond RFP Summary

November 2, 2015

### 4. Estimated Savings

A preliminary indication of the estimated savings structure for the Raymond James proposal is shown in Table 4 below. These savings are compared to the Pinnacle proposal and current estimates for a Public Market sale to provide additional perspective. The preliminary estimated savings shown in Table 4 are "Net Savings" that account for estimated costs of issuance and negative arbitrage. Please note the savings shown are based on escrow securities as of October 16<sup>th</sup> and are subject to change. The County will not finalize its escrow securities portfolio and debt service savings until after the County receives LGC approval on November 3<sup>rd</sup>.

Table 4: Estimated Net Debt Service Savings Comparison

	Raymond James		Pinnacle		Public Markets Estimate	
1 Final Maturity	2/1/2029		2/1/2029		2/1/2029	
2 Interest Rate	2.45%		2.50%		2.43%	
3 Rate Expiration	November 19th		November 20th		N/A	
4 Bank / Legal Fees	Not-to-Exceed \$5,000 + 0.25% Commitment Fee		Not-to-Exceed \$5,000		N/A	
5 Par Amount	\$24,384,000		\$24,323,000		\$22,805,000	
6						
7 Fiscal Year	Debt Service <sup>2</sup>	Savings <sup>2</sup>	Debt Service <sup>2</sup>	Savings <sup>2</sup>	Debt Service <sup>2</sup>	Savings <sup>2</sup>
8 2016	\$ 119,482	\$ 66,418	\$ 121,615	\$ 64,285	\$ 147,510	\$ 38,390
9 2017	635,408	94,092	838,075	91,425	832,550	96,950
10 2018	835,577	93,923	838,325	91,175	830,650	98,850
11 2019	2,735,599	93,901	2,737,425	92,075	2,728,750	100,750
12 2020	2,659,924	93,576	2,661,900	91,600	2,653,850	99,650
13 2021	2,583,813	93,688	2,585,925	91,575	2,579,650	97,850
14 2022	2,507,289	94,211	2,509,525	91,975	2,501,900	99,600
15 2023	2,431,378	94,122	2,433,725	91,775	2,424,750	100,750
16 2024	2,355,080	94,421	2,357,525	91,975	2,348,200	101,300
17 2025	2,277,418	93,707	2,278,950	92,175	2,269,950	101,175
18 2026	2,298,443	94,308	2,301,075	91,675	2,290,950	101,800
19 2027	2,215,752	94,498	2,218,400	91,850	2,211,150	99,100
20 2028	2,630,846	94,405	2,633,500	91,750	2,626,300	98,950
21 2029	2,824,547	94,454	2,826,950	92,050	2,822,200	96,800
22 Total	\$ 29,310,553	\$ 1,289,722	\$ 29,342,915	\$ 1,257,360	\$ 29,268,360	\$ 1,331,915
23 Net Present Value Savings <sup>3</sup>	N/A	\$ 1,111,887	N/A	\$ 1,080,641	N/A	\$ 1,145,581
24 % NPV Savings <sup>3</sup>	N/A	4.92%	N/A	4.78%	N/A	5.07%
25 Negative Arbitrage <sup>4</sup>	N/A	\$ 816,304	N/A	\$ 840,856	N/A	\$ 752,685

<sup>1</sup> Assumes the County makes an equity contribution of \$278,850 at closing (Accrued Interest)

<sup>2</sup> Preliminary and subject to change. Includes escrow security rates as of 10/16/15. Escrow rates will not be finalized until after LGC approval on 11/3/15. Savings shown include assumed Cost of Issuance of \$100,000 (plus \$65,580 for Raymond James and \$5,000 for Pinnacle) and \$175,000 plus Underwriter's Discount for the Public Markets Estimate

# DAVENPORT & COMPANY

## 2015 General Obligation Refunding Bond RFP Summary

November 2, 2015

### Recommendation

Based upon our review of the proposals, related analyses, and discussions with County Staff and Bond Counsel, Davenport recommends that the County select the Raymond James proposal. The Raymond James proposal offers the lowest interest rate and the highest Debt Service Savings of all the bank proposals. The current public market interest rates are estimated to provide slightly higher debt service savings (approximately \$40,000) than the Raymond James proposal; however, the additional savings would be eliminated if rates increased by just 0.02% during the 45-60 days necessary to “lock-in” the interest rates under the Public Sale approach. While the Raymond James proposal does have a slightly more restrictive prepayment provision than the other bank proposals, it does allow the County flexibility to prepay the loan if it desires to do so and is consistent with what the County would receive through a public sale.

### Next Steps

November 2 <sup>nd</sup>	County Board Meeting <ul style="list-style-type: none"><li>– County Board considers selecting winning bidder</li><li>– County Board considers approval of a Bond Resolution</li></ul>
November 3 <sup>rd</sup>	LGC considers approval of the financing.
On or about November 12 <sup>th</sup>	Open Market Escrow bidding process.
On or about November 19 <sup>th</sup>	Close on Financing.

# DAVENPORT & COMPANY

## 2015 General Obligation Refunding Bond RFP Summary

November 2, 2015

The U.S. Securities and Exchange Commission (the "SEC") has clarified that a broker, dealer or municipal securities dealer engaging in municipal advisory activities outside the scope of underwriting a particular issuance of municipal securities should be subject to municipal advisor registration. Davenport & Company LLC ("Davenport") has registered as a municipal advisor with the SEC. As a registered municipal advisor Davenport may provide advice to a municipal entity or obligated person. An obligated person is an entity other than a municipal entity, such as a not for profit corporation, that has commenced an application or negotiation with an entity to issue municipal securities on its behalf and for which it will provide support. If and when an issuer engages Davenport to provide financial advisory or consultant services with respect to the issuance of municipal securities, Davenport is obligated to evidence such a financial advisory relationship with a written agreement.

When acting as a registered municipal advisor Davenport is a fiduciary required by federal law to act in the best interest of a municipal entity without regard to its own financial or other interests. Davenport is not a fiduciary when it acts as a registered investment advisor, when advising an obligated person, or when acting as an underwriter, though it is required to deal fairly with such persons.

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This material has been prepared for information purposes only and is not a solicitation of any offer to buy or sell any security/instrument or to participate in any trading strategy. Any such offer would be made only after a prospective participant had completed its own independent investigation of the securities, instruments or transactions and received all information it required to make its own investment decision, including, where applicable, a review of any offering circular or memorandum describing such security or instrument. That information would contain material information not contained herein and to which prospective participants are referred. This material is based on public information as of the specified date, and may be stale thereafter. We have no obligation to tell you when information herein may change. We make no representation or warranty with respect to the completeness of this material. Davenport has no obligation to continue to publish information on the securities/instruments mentioned herein. Recipients are required to comply with any legal or contractual restrictions on their purchase, holding, sale, exercise of rights or performance of obligations under any securities/instruments transaction.

The securities/instruments discussed in this material may not be suitable for all investors or issuers. Recipients should seek independent financial advice prior to making any investment decision based on this material. This material does not provide individually tailored investment advice or offer tax, regulatory, accounting or legal advice. Prior to entering into any proposed transaction, recipients should determine, in consultation with their own investment, legal, tax, regulatory and accounting advisors, the economic risks and merits, as well as the legal, tax, regulatory and accounting characteristics and consequences, of the transaction. You should consider this material as only a single factor in making an investment decision.

The value of and income from investments and the cost of borrowing may vary because of changes in interest rates, foreign exchange rates, default rates, prepayment rates, securities/instruments prices, market indexes, operational or financial conditions or companies or other factors. There may be time limitations on the exercise of options or other rights in securities/instruments transactions. Past performance is not necessarily a guide to future performance and estimates of future performance are based on assumptions that may not be realized. Actual events may differ from those assumed and changes to any assumptions may have a material impact on any projections or estimates. Other events not taken into account may occur and may significantly affect the projections or estimates. Certain assumptions may have been made for modeling purposes or to simplify the presentation and/or calculation of any projections or estimates, and Davenport does not represent that any such assumptions will reflect actual future events. Accordingly, there can be no assurance that estimated returns or projections will be realized or that actual returns or performance results will not materially differ from those estimated herein. This material may not be sold or redistributed without the prior written consent of Davenport.

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**Resolution for the Sale of General Obligation  
Refunding Bonds in the Maximum Amount of \$24,500,000**

**WHEREAS –**

Lenoir County has previously approved the issuance of general obligation refunding bonds (the “Bonds”) to refinance all or a portion of the County’s general obligation school bonds originally issued in 2008 (the “Prior Bonds”).

The County has solicited competitive proposals from banks and other financial institutions to purchase the Bonds, and Raymond James Capital Funding, Inc. (the “Purchaser”), has submitted the best proposal.

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

**1. *Determination To Sell Bonds to the Purchaser*** – The County will issue and sell the Bonds and use the proceeds to pay all or a portion of the outstanding balance of the Prior Bonds, along with related financing costs.

The County accepts the Purchaser’s proposal, dated October 15, 2015, for the purchase of the Bonds. The County asks the North Carolina Local Government Commission (the “LGC”) to sell the Bonds to the Purchaser at a private sale, substantially in accordance with the Purchaser’s proposal and this resolution.

**2. *Bond Payment Provisions*** – The County’s Finance Officer is directed to determine the final aggregate principal amount of Bonds to be issued, the principal and interest payment schedule for the Bonds and the prepayment terms of the Bonds. The Finance Officer will execute a certificate prior to the initial delivery of the Bonds determining those matters, and this certificate will be conclusive evidence of the Finance Officer’s approval and determination of those matters.

The Bonds in final form, however, must provide (a) for the principal amount of the Bonds to be not more than \$24,500,000, (b) for the Bonds to bear interest at an annual interest rate not to exceed 2.45% (in the absence of an Event of Default or a Rate Adjustment Event, each as defined below), and (c) for the final maturity of the Bonds not to extend beyond the final maturity date of the Prior Bonds that are refunded.

Principal and interest on the Bonds will be payable in lawful money of the United

States of America sent to the Bondholder on the payable date by federal reserve wire transfer (or other transfer of immediately available funds).

**3. Form of Bonds** – The Bonds will take the form of a single fully-registered bond to be designated “General Obligation Refunding Bond, Series 2015.” This Bond will be dated the date of its initial delivery to the Purchaser (the “Closing Date”) and will be numbered R-1 for identification. The Bond will be fully registered as to payment of principal and interest, and will be registered initially in the name of the Purchaser or its designee.

The Bond will be substantially in the form set out in Exhibit A, with such changes as the officers signing the Bond may approve. The delivery of the Bond to the Purchaser will be conclusive evidence of the approval of the final form of the Bond by the signing officers.

The Bond must be signed by the manual or facsimile signature of the Chairman of the County’s Board of Commissioners or the County Manager. The County’s seal must be affixed to the Bond (or a facsimile of the seal printed on the Bonds) and attested by the manual or facsimile signature of the Clerk to the Board of Commissioners. No Bond will be valid unless at least one signature appearing on the Bond is manually applied; the manual signature may be the signature of an LGC official that is required by law to appear on the Bond.

**4. Pledge of Faith, Credit and Taxing Power** – The County’s full faith and credit are hereby irrevocably pledged for the payment of the principal of and interest on the Bond. Unless other funds are lawfully available and appropriated for timely payment of the Bond, the County will levy and collect an annual ad valorem tax, without restriction as to rate or amount, on all locally taxable property in the County sufficient to pay the principal of and interest on the Bond as the same become due.

**5. Interest Rate and Payment Adjustment** – From and after a “Rate Adjustment Event,” as defined below, (a) the principal of the Bond will continue to be payable as shown on the Bond but (b) the annual interest rate on the Bond will change to 3.85%.

“Rate Adjustment Event” means any final determination by the Internal Revenue Service, any federal administrative agency or any court that the County has taken an action, or failed to take an action, with the result that the interest on the Bond is includable in gross income of an owner for federal income tax purposes.

Upon being notified by the Bondholder of a Rate Adjustment Event, and notwithstanding any other provision of the Bond, the County has the additional right to prepay the Bond in whole, without premium or penalty. The County must exercise this additional right to prepay by giving notice to the Bondholder within 30 days of the County’s

receiving notice of a Rate Adjustment Event, and then must complete the prepayment within an additional 60 days (but at least 30 days' after providing the prepayment notice).

The County will pay interest at the adjusted rate (subject to credit for interest previously paid) to the Purchaser and any assignee, notwithstanding the fact that any particular entity may not be the Bondholder on the date of any Rate Adjustment Event. The County will also pay to any Bondholder, or to any prior Bondholder, any taxes, interest, penalties or other charges assessed against or payable by that Bondholder and attributable to a Rate Adjustment Event, notwithstanding the prepayment or other repayment of the entire principal amount of the Bond or any transfer or assignment of the Bond.

**6. *Adjusted Rate after Default*** -- From and after an "Event of Default," as defined below, (a) the principal of the Bond will continue to be payable as shown on the Bond but (b) the annual interest rate on the Bond will change from time to time to be the greater of (i) the "Prime Rate" plus 3% (300 basis points), (ii) the "Federal Funds Rate" plus 5% (500 basis points), or (iii) 7.00%. The Bondholder retains all other rights at law or equity to enforce payment of the Bond or any other County obligations under the Bond or this resolution.

The "Prime Rate" and the "Federal Funds Rate" as referenced in this paragraph will be the rates with those designations as shown on the most recent version of the Federal Reserve's "Selected Interest Rates (H. 15)" report, or any successor report. An "Event of Default" with respect to the Bond shall mean any failure by the County to pay the full amount due on the Bond on any payment date or any other failure by the County to comply with a requirement of this resolution or the Bond for 30 days after receiving notice of the failure.

**7. *Disbursement of Bond Proceeds*** – The Board directs the Finance Officer to determine, in consultation with the LGC, the procedures for the disbursement of the proceeds of the Bond for the payment of the Prior Bonds and other costs.

**8. *Finance Officer as Registrar; Payments to Registered Owners*** – (a) The County's Finance Officer is appointed Registrar for the Bond. As Registrar, the Finance Officer must maintain appropriate books and records of the ownership of the Bond.

(b) The County will treat the registered owner of each Bond as the person exclusively entitled to payment of principal and interest and the exercise of all rights and powers of the owner, except that the County will make all payments to the person shown as owner on the registration books at the end of the calendar day on the 15th day (whether or not a business day) of the month preceding the payment date.

(c) The Registrar must not, however, register the transfer of any portion of the Bond to any person or entity other than a bank, an insurance company or a similar

financial institution unless the LGC has previously approved the transfer.

**9. *Approval of Agreements*** -- The Board approves (a) the draft dated October 29, 2015, of an Escrow Agreement to be entered into between the County and an escrow agent (providing for the custody and investment of the Bond proceeds in order to carry out the planned refunding) and (b) the draft dated October 22, 2015, of a Bond Purchase Agreement among the County, the LGC and the Purchaser. The Board authorizes the Board's Chairman and the County Manager, or either of them, to execute and deliver these Agreements in their final forms. The Agreements in their final forms must be in substantially the forms presented, with such changes as the Chairman or the County Manager may approve. The execution and delivery of any Agreement by an authorized County officer will be conclusive evidence of that officer's approval of any changes.

**10. *County Officers to Complete Bond Closing*** – The County Manager, the Finance Officer and all other County officers and employees are authorized to take all proper steps to have the Bond prepared and executed in accordance with its terms and to deliver the Bond to the purchaser upon payment for the Bond, and to take all other proper steps to complete the issuance of the Bond.

The Finance Officer is authorized to hold the executed Bond, and any other documents authorized or permitted by this resolution, in escrow on the County's behalf until the conditions for the delivery of the Bond and other documents have been completed to the Finance Officer's satisfaction, and then to release the executed Bond and other documents for delivery to the appropriate persons or organizations.

Without limiting the generality of the foregoing, this authorization is specifically extended to authorize the Finance Officer (a) to approve and enter into agreements to carry out the refunding contemplated by this resolution, including agreements for appropriate professional services, and (b) to approve changes to any documents or closing certifications previously signed by County officers or employees, provided that the Bond must be in substantially the form approved by this resolution and that any changes must not substantially alter the intent of any document from that expressed in the form originally executed. The Finance Officer's authorization of the release of any document for delivery will constitute conclusive evidence of his approval of any changes.

In addition, the Finance Officer is authorized to take all appropriate steps for the efficient and convenient carrying out of the County's on-going responsibilities with respect to the Bond. This authorization includes, without limitation, contracting with third parties for reports and calculations that may be required under the Bond, this resolution or otherwise with respect to the Bond.

**11. *Covenants As To Tax Matters*** – The County will not take or omit to take any action the taking or omission of which will cause the Bond to be an "arbitrage bond,"

within the meaning of Section 148 of the “Code” (as defined below), or a “private activity bond” within the meaning of Code Section 141, or otherwise cause interest on the Bond to be includable in gross income for federal income tax purposes. Without limiting the generality of the foregoing, the County will comply with any Code provision that may require the County at any time to pay to the United States any part of the earnings derived from the investment of the proceeds of the Bond, and the County will pay any such required rebate from its general funds. For the purposes of this resolution, “Code” means the United States Internal Revenue Code of 1986, as amended, including applicable Treasury regulations.

**12. *Purchaser May Act through Affiliates*** -- The Finance Officer may approve entering into the Agreements with an affiliate of the Purchaser if the Purchaser requests a change.

**13. *Call of 2008 School Bonds for Redemption*** – The Board directs the Finance Officer to make, on the County’s behalf, an irrevocable call for redemption of such of Prior Bonds as the Finance Officer (after consultation with the LGC) deems beneficial to the County. The Finance Officer will make this call for redemption by the execution and delivery of an appropriate certificate in connection with the original delivery of the Bond.

**14. *Finding as to Useful Life and Term of the Bond*** – The Board finds and determines that the term of the Bond will be the shortest period in which the debt to be refunded can be finally paid without making it unduly burdensome on the County’s taxpayers, and will be within the remaining period of usefulness of the projects financed with the proceeds of the Prior Bonds.

**15. *Financial Information to Bondholder*** – In partial consideration of the Purchaser’s purchase of the Bond, the County promises the Purchaser that the County will send to the Bondholder (a) a copy of the County’s audited financial statements for each of the County’s fiscal years promptly upon the board’s acceptance of the financial statements, but in any event within 270 days after the end of each fiscal year, (b) the County’s adopted budget within 30 days after its adoption, and (c) all other financial information (including, without limitation, the County’s annual budget as submitted or approved) as any Bondholder may reasonably request from time to time.

**16. *Miscellaneous Provisions*** – All County officers and employees are authorized to take all such further action as they may consider necessary or desirable in connection with the furtherance of the purposes of this resolution. All such prior actions of County representatives are ratified. Upon the absence, unavailability or refusal to act of the Chairman, the County Manager, or the Finance Officer, any other of those officers may assume any responsibility or carry out any function assigned in this resolution. In addition, the Vice Chairman or any Deputy or Assistant Clerk may assume any responsibility or carry out any function assigned to the Chairman or the Clerk,

respectively, in this resolution. All other Board proceedings, or parts thereof, in conflict with this resolution are repealed, to the extent of the conflict. This resolution takes effect immediately.

**Exhibit A – Form of Refunding Bond**

**REGISTERED BOND NUMBER R-1**

November [19,] 2015

[\$24,500,000]

**UNITED STATES OF AMERICA  
STATE OF NORTH CAROLINA**

**LENOIR COUNTY**

**General Obligation Refunding Bond, Series 2015**

LENOIR COUNTY, NORTH CAROLINA (the “County”), for value received, promises to pay to

**Raymond James Capital Funding, Inc.**

its successors and registered assigns (the “Bondholder”), the principal sum of

**[TWENTY-FOUR MILLION FIVE HUNDRED  
THOUSAND] DOLLARS  
[(\$24,500,000)]**

together with interest on the unpaid principal from the date of this Bond until payment of the entire principal sum at the annual rate of 2.45%, in installments of principal and interest on dates and in amounts as shown on Schedule I, subject to prepayment and adjustment as provided below.

Interest will be calculated on the basis of a 360-day year consisting of twelve 30-day months. Principal and interest are payable in lawful money of the United States of America sent to the Bondholder on the payment date by federal reserve wire transfer (or other transfer of immediately available funds).

The County may prepay the principal of this Bond, in whole or in part, on any date on or after February 1, 2025, with at least 30 days’ written notice to the Bondholder, upon payment of the principal amount to be prepaid plus interest accrued to the payment date, without any prepayment premium or penalty. Any partial prepayment (a) must be in

a minimum amount of \$500,000 and (b) will be applied to installments of principal in inverse order of maturity. No prepayment otherwise affects the County's obligation to make payments as shown on Schedule I.

In all events, and notwithstanding any other provisions of this Bond, (1) all payments on this Bond will be applied first to interest accrued and unpaid to the payment date and then to principal, and (2) if not sooner paid, the entire principal of and interest on this Bond will be due and payable on February 1, 2029.

This Bond is issued pursuant to a Bond Order adopted by the County's governing Board of Commissioners on September 21, 2015, and a Bond Resolution adopted by that Board on November 2, 2015, and the Constitution and laws of the State of North Carolina, including the Local Government Bond Act. This Bond constitutes the entire issue of refunding bonds authorized by that Bond Order.

The County's full faith and credit are pledged for the payment of principal of and interest on this Bond.

From and after a "Rate Adjustment Event," as defined below, (a) the principal of the Bond will continue to be payable as shown on Schedule I but (b) the annual interest rate on the Bond will change to 3.85%.

"Rate Adjustment Event" means any final determination by the Internal Revenue Service, any federal administrative agency or any court that the County has taken an action, or failed to take an action, with the result that the interest on the Bond is includable in gross income of an owner for federal income tax purposes.

Upon being notified by the Bondholder of a Rate Adjustment Event, and notwithstanding any other provision of the Bond, the County has the additional right to prepay the Bond in whole, without premium or penalty. The County must exercise this additional right to prepay by giving notice to the Bondholder within 30 days of the County's receiving notice of a Rate Adjustment Event, and then must complete the prepayment within an additional 60 days (but at least 30 days' after providing the prepayment notice).

The County will pay interest at the adjusted rate (subject to credit for interest previously paid) to the Purchaser and any assignee, notwithstanding the fact that any particular entity may not be the Bondholder on the date of any Rate Adjustment Event. The County will also pay to any Bondholder, or to any prior Bondholder, any taxes, interest, penalties or other charges assessed against or payable by that Bondholder and attributable to a Rate Adjustment Event, notwithstanding the prepayment or other repayment of the entire principal amount of the Bond or any transfer or assignment of the Bond.

From and after an “Event of Default,” as defined below, (a) the principal of the Bond will continue to be payable as shown on the Bond but (b) the annual interest rate on the Bond will change from time to time to be the greater of (i) the “Prime Rate” plus 3% (300 basis points), (ii) the “Federal Funds Rate” plus 5% (500 basis points), or (iii) 7.00%. The Bondholder retains all other rights at law or equity to enforce payment of the Bond or any other County obligations under this Bond or the County’s authorizing resolution.

The “Prime Rate” and the “Federal Funds Rate” as referenced in this section will be the rates with those designations as shown on the most recent version of the Federal Reserve’s “Selected Interest Rates (H. 15)” report, or any successor report. An “Event of Default” with respect to the Bond shall mean any failure by the County to pay the full amount due on the Bond on any payment date or any other failure by the County to comply with a requirement of this Bond or the County’s authorizing resolution for 30 days after receiving notice of the failure.

This Bond is fully registered as to both principal and interest. Transfer of this Bond may be registered upon books maintained for that purpose by the County’s Finance Officer, who has been appointed Registrar, at 130 South Queen Street, Kinston, North Carolina 28502, or any successor office as the Registrar may designate in writing to the Bondholder. The Registrar will not, however, register the transfer of any portion of the Bond to any person or entity other than a bank, an insurance company or a similar financial institution unless the North Carolina Local Government Commission has previously approved the transfer.

The Registrar will treat the registered owner of this Bond as the person exclusively entitled to payment of principal of and interest on this Bond and the exercise of all other rights and powers of the owner, except that the County will make payments to the person shown as the registered owner at the end of the calendar day on the 15th day (whether or not a business day) of the month preceding the payment date.

The County intends that North Carolina law will govern the interpretation of the terms of this Bond.

All acts, conditions and things required by the Constitution and laws of the State of North Carolina to happen, exist or be performed precedent to and in the issuance of this Bond have happened, exist and have been performed, and the issue of Bonds of which this Bond is one, together with all other indebtedness of the County, is within every debt and other limit prescribed by the Constitution and laws of the State of North Carolina.

IN WITNESS WHEREOF, the County has caused this Bond to be signed by its County Manager, its seal to be affixed hereto and attested by the Clerk to the Board of Commissioners, and this Bond to be dated November [19], 2015.

(SEAL)

**ATTEST:**

**Lenoir County,  
North Carolina**

[sample only - do not sign]  
Vickie F. King  
Clerk, Board of Commissioners  
Lenoir County, North Carolina

By: [sample only - do not sign]  
Michael W. Jarman  
County Manager  
Lenoir County, North Carolina

## **Certificate of Local Government Commission**

This Bond has been approved by  
the North Carolina Local Government  
Commission in accordance with the  
Local Government Bond Act.

---

Greg C. Gaskins  
Secretary, Local Government Commission

**[\$24,500,000] General Obligation Refunding Bond, Series 2015]**

## Schedule I – Principal and Interest Payment Schedule

Principal is payable annually on each February 1 in years and amounts as shown below. Interest is payable on each February 1 and August 1, beginning February 1, 2016, at the annual rate of 2.45% until paid. The schedule below shows the expected interest payment amounts.

*[Complete schedule to be determined after the final amount of the Bond is determined, on or about November 12.]*

Payment	Principal Amount (\$)	Interest Amount (\$)	Total (\$)
2/1/2016			
8/1/2016			
2/1/2017			
8/1/2017			
2/1/2018			
8/1/2018			
2/1/2019			
8/1/2019			
2/1/2020			
8/1/2020			
2/1/2021			
8/1/2021			
2/1/2022			
8/1/2022			
2/1/2023			
8/1/2023			
2/1/2024			
8/1/2024			
2/1/2025			
8/1/2025			
2/1/2026			
8/1/2026			

2/1/2027			
8/1/2027			
2/1/2028			
8/1/2028			
2/1/2029			

### **Transfer of Bond**

Transfer of this Bond may be registered by the registered owner or its duly authorized attorney upon presentation to the Registrar, who will note the transfer in books kept by the Registrar for that purpose and in the registration blank below.

<u><b>Date of Re-registration</b></u>	<u><b>Name of New Registered Owner</b></u>	<u><b>Signature of Registrar</b></u>

**[[ \$24,500,000 ] General Obligation Refunding Bond, Series 2015,  
of Lenoir County, North Carolina]**

**\*\* All bracketed terms and amounts will be completed after the final amount of the bond is determined on or about November 12; all amounts will be completed before County representatives sign the agreement.**

**BOND PURCHASE AGREEMENT**

\$[AMOUNT]  
 County of Lenoir, North Carolina  
 General Obligation Refunding Bond,  
 Series 2015

THIS BOND PURCHASE AGREEMENT, dated as of November 19, 2015 (this “Agreement”), among COUNTY OF LENOIR, NORTH CAROLINA, a political subdivision organized under the laws of the State of North Carolina (the “Issuer”), the LOCAL GOVERNMENT COMMISSION OF NORTH CAROLINA (the “LGC”) and RAYMOND JAMES CAPITAL FUNDING, INC. (the “Purchaser”). Capitalized terms not otherwise defined herein shall have the meaning assigned in Schedule I hereto.

**1. Background**

(a) The Issuer proposes to issue its General Obligation Refunding Bond, Series 2015 (the “Bond”) in the original aggregate principal amount of \$[AMOUNT] for the purpose of refunding the Issuer’s outstanding General Obligation School Bonds, Series 2008. The Purchaser and the Issuer agreed that the Bond will be sold to the Purchaser pursuant to and in accordance with the provisions of this Agreement and the Resolutions referenced below.

(b) The Bond shall be issued pursuant to “[TITLE OF RESOLUTION]” and “Resolution for the Sale of General Refunding Bonds in the Maximum Amount of \$24,500,000” adopted by the Issuer’s Board of Commissioners on \_\_\_\_\_, 2015 and November 2, 2015, respectively (collectively and as the same may be further amended and modified, the “Resolutions”). The payment of the principal of, and interest on the Bond constitutes the general obligation of the Issuer to which its faith and credit are pledged.

**2. Purchase, Sale and Closing.** Subject to the terms and conditions and in reliance on the representations, warranties and covenants herein set forth, (a) the Issuer agrees to issue the Bond under and pursuant to the Resolutions and the LGC agrees to sell the Bond to the Purchaser and (b) the Purchaser agrees to purchase the Bond for a purchase price of \$[AMOUNT]. The Bond shall be issued on November 19, 2015 or such other date acceptable to the parties hereto (the “Closing Date”). The Bond shall bear interest at the rate of 2.45% per annum to maturity; provided, however, on and after Rate Adjustment Date the Bond shall bear interest at the Taxable Rate. The Bond shall mature on February 1, 2029 and is subject to mandatory sinking fund redemption on February 1 of each of the following years in the following principal amounts:

<u>Year</u>	<u>Amount</u>
2017	
2018	
2019	

2020

2021

2022

2023

2024

2025

2026

2027

2028

2029

The Bond may be prepaid in whole or in part after February 1, 2025 only in whole multiples of \$500,000. If less than all of the principal installments of this Bond are called for redemption, the principal installments of this Bond to be so redeemed shall be redeemed in inverse order of maturity unless otherwise consented to by the registered owner of this Bond. At least thirty (30) days but not more than sixty (60) days prior to the redemption date of any principal amount of this Bond to be redeemed, the Bond Registrar shall cause a notice of any such redemption to be mailed, first class, postage prepaid, to the registered owner of this Bond (unless otherwise waived by the registered owner of this Bond).

**3. Privately Negotiated Loan.** The Issuer acknowledges and agrees that the Purchaser is purchasing the Bond in evidence of a privately negotiated loan and in that connection the Bond shall not be (i) assigned a separate rating by any municipal securities rating agency, (ii) registered with The Depository Trust Company or any other securities depository, (iii) issued pursuant to any type of offering document or official statement or (iv) assigned a CUSIP number by Standard & Poor's CUSIP Service.

**4. Role of Purchaser.** The Purchaser and its representatives are not registered municipal advisors and do not provide advice to municipal entities or obligated persons with respect to municipal financial products or the issuance of municipal securities (including regarding the structure, timing, terms and similar matters concerning municipal financial products or municipal securities issuances) or engage in the solicitation of municipal entities or obligated persons for the provision by non-affiliated persons of municipal advisory services and/or investment advisory services. With respect to the Resolutions, the Bonds, this Agreement (the "Related Documents") and any other information, materials or communications provided by the Purchaser: (a) the Purchaser and its representatives are not recommending an action to any municipal entity or obligated person; (b) the Purchaser and its representatives are not acting as an advisor to any municipal entity or obligated person and do not owe a fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to any municipal entity or obligated person with respect to the Resolutions, the Bonds, this Agreement, or information, materials or communications; (c) the Purchaser and its representatives are acting for their own interests; and (d) the Issuer has been informed that the Issuer and the LGC should discuss this Agreement, the Resolutions or the Bonds, and any such other information, materials or communications with any and all internal and external advisors and experts that the Issuer and the LGC, respectively, deem appropriate before acting on this Agreement, any Related Document or any such other information, materials or communications.

**5. Issuer's Representations and Warranties.** The Issuer makes the following representations and warranties:

(a) The Issuer is a political subdivision created by and existing under the laws of the State of North Carolina.

(b) The Issuer has full power and authority under the Constitution and laws of the State of North Carolina (i) to adopt the Resolutions, (ii) to enter into this Bond Purchase Agreement, (iii) to issue, execute and deliver the Bond to the Purchaser as provided herein and (iv) to carry out and consummate all other transactions contemplated by each of the Related Documents.

(c) The Issuer has duly authorized all actions and complied with all provisions of law with respect to the adoption, execution, delivery and performance of the Related Documents, and has taken all actions necessary or appropriate to insure that such documents constitute valid and legally binding obligations of the Issuer in accordance with their respective terms. The Resolutions have been duly adopted and this Agreement has been duly executed and delivered by the duly authorized officers of the Issuer, and each such document constitutes the legal, valid and binding obligation of the Issuer enforceable in accordance with its terms, except as such enforceability may be limited by (a) the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar Law affecting creditors' rights generally, and (b) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

(d) When delivered to and paid for by the Purchaser in accordance with the terms of this Agreement, the Bond will have been duly authorized, executed, authenticated and issued and will constitute a legal, valid and binding general obligation of the Issuer enforceable in accordance with its terms and entitled to the benefits of the Resolutions, except to the extent that its enforceability may be limited by bankruptcy, insolvency or other laws affecting creditor's rights, and subject to the application of principles of equity, if equitable remedies are sought.

(e) The execution and delivery of this Agreement, the issuance of the Bond and the adoption of the Resolutions and the Issuer's compliance with the provisions thereof, do not and will not conflict with or constitute on the part of the Issuer a violation of, breach of or default (with or without notice or lapse of time or both) under any constitutional provision, statute, indenture, mortgage, deed of trust, resolution, note agreement or other agreement or instrument to which the Issuer is a party or by which the Issuer or any of its assets is presently bound, or, to the knowledge of the Issuer, any existing order, rule or regulation of any Governmental Authority.

(f) There is no action, suit, proceeding, inquiry or investigation ("Material Litigation"), at law or in equity, before or by any court, public board or body, known to be pending or threatened against or affecting the Issuer, nor to the best of the knowledge of the Issuer is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by this Agreement or any of the other Related Documents, or which in any way would adversely affect the validity or enforceability of the Bond, this Agreement or any of the other Related Documents.

(g) All Governmental Approvals necessary for the Issuer to enter into this Agreement, adopt the Resolutions and issue the Bond and perform the transactions contemplated hereby and thereby have been obtained and remain in full force and effect and are subject to no further administrative or judicial review. No other authorization or approval or other action by, and no notice to or filing with, any Governmental Authority is required for the due adoption, execution, delivery and performance by the Issuer of this Agreement, the Resolutions or the Bond.

(h) The Issuer is in compliance in all material respects with the requirements of all Applicable Laws.

(i) No defaults by the Issuer exist under any Contracts or judgments, decrees or orders, except for defaults that, singly or in the aggregate, have not had and will not have a Material Adverse Effect.

(j) The balance sheet of the Issuer as of June 30, 2014 and the related statement of revenues and expenses and changes in financial position for the Fiscal Year then ended and the auditors' reports with respect thereto, copies of which have heretofore been furnished to the Purchaser, are complete and correct and fairly present the financial condition, changes in financial position and results of operations of the Issuer for such dates and for such periods, and were prepared in accordance with GAAP. Since June 30, 2014, no Material Adverse Change has occurred with respect to the Issuer.

(k) All information, reports, financial statements and other papers and data furnished to the Purchaser or its counsel by or on behalf of the Issuer to the Purchaser were, at the time the same were so furnished, complete and correct in all material respects, to the extent necessary to give the recipient a true and accurate knowledge of the subject matter. No fact is known to the Issuer which has had or in the reasonable judgment of the Issuer may in the future have a Material Adverse Effect which has not been set forth in the financial statements referred to in paragraph 5(j) or in such information, reports or other papers or data or otherwise disclosed in writing to the Purchaser prior to the Closing Date. Any financial, budget and other projections furnished to the Purchaser by the Issuer were prepared in good faith on the basis of the assumptions stated therein, which assumptions were fair and reasonable in light of the conditions existing at the time of delivery of such financial, budget or other projections, and represented, and as of the date of this representation, represent the Issuer's best estimate of its future financial performance. No document furnished or other written statement made to the Purchaser in connection with the negotiation, preparation or execution of this Agreement or the Related Documents contains or will contain any untrue statement of a material fact or omits or will omit to state (as of the date made or furnished) any material fact necessary in order to make the statements contained herein or therein, in light of the circumstances under which they were or will be made, not misleading.

(l) The Bond and the payment of the principal and interest due thereon constitute the general obligation of the Issuer to which its full faith and credit are irrevocably pledged.

(m) The Issuer is not entitled to claim, and shall not assert any claim, with respect to itself or its property (irrespective of the use or intended use thereof), of immunity on the grounds of sovereignty or similar grounds from suit, jurisdiction of any court, relief by way of injunction, order for specific performance in any suit, action or proceeding instituted to obligate the Issuer to make payments with respect to the Bond.

**6. Issuer's Covenants.** During the term of this Agreement the Issuer covenants and agrees as follows:

(a) The Issuer covenants and agrees that it will pay or cause to be paid, all expenses and costs incident to the authorization, issuance, printing and delivery, as the case may be, of the Bond and the Bond Documents, including without limitation (i) all registration, filing, allocation, recording and other fees and expenses; and (ii) fees and expenses of Bond Counsel, counsel to the Issuer and counsel to the Purchaser (in an amount equal to \$5,000).

(b) The Issuer shall keep proper books of record and account in which full, true and correct entries will be made of all dealings or transactions of or in relation to its affairs in accordance with GAAP as applicable to governmental entities. The Issuer shall furnish to the Purchaser the information set forth in Section 15 of the Resolution adopted November 2, 2015.

(c) The Issuer shall provide to the Purchaser immediate written notice of any default by the Issuer hereunder or under the Resolutions or the Bond. The Issuer shall provide to the Purchaser in writing, promptly upon learning thereof, notice of any Material Litigation; The Issuer shall, upon the request of the Purchaser, from time to time, execute and deliver and, if necessary, file, register and record such further financing statements, amendments, continuation statements and other documents and instruments and take such further action as may be reasonably necessary

to effect the provisions of this Agreement and the Related Documents. Except to the extent it is exempt therefrom, the Issuer will pay or cause to be paid all filing, registration and recording fees incident to such filing, registration and recording, and all expenses incident to the preparation, execution and acknowledgment of such instruments of further assurance, and all federal or state fees and other similar fees, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of this Agreement, the Related Documents and such instruments of further assurance.

(f) The Issuer shall not amend, modify or supplement, nor agree to any amendment or modification of, deviation from, or supplement to, any of the Related Documents without the prior written consent of the Purchaser.

**7. Representations of the LGC.** The LGC represents and warrants that:

(a) It is duly organized and validly existing as a division of the Department of the Treasurer of the State of North Carolina, vested with the rights and powers conferred upon it pursuant to Article 7, as amended, of Chapter 159 of the General Statutes of North Carolina (the "Local Government Bond Act").

(b) It has full power and authority to approve the issuance and provide for the sale of the Bond as provided in this Agreement and has taken or will take all action required by the Local Government Bond Act and other applicable laws in connection therewith.

(c) It has duly authorized the execution and delivery of this Agreement and has taken or will take all action necessary or appropriate to carry out the sale and delivery of the Bond to the Purchaser.

(d) The execution and delivery of this Agreement and the performance by the LGC of its obligations hereunder are within the powers of the LGC.

(e) No consent, approval, authorization or order of any Governmental Authority is required to be obtained by the LGC as a condition precedent to the issuance or sale of the Bond or the execution and delivery of this Agreement or the performance by the LGC of its obligations hereunder (provided no representation or warranty is expressed as to any action required under federal or North Carolina or other state securities or Blue Sky laws in connection with the purchase of the Bond by the Purchaser).

(f) There is no litigation at law or in equity or any proceeding before any governmental agency pending against or involving the LGC or, to the knowledge of the LGC, threatened, to restrain or enjoin the issuance or delivery of the Bond or the execution or delivery by the LGC of this Agreement and the performance of its obligations hereunder.

**8. Purchaser's Representations, Warranties and Covenants.** The Purchaser represents and warrants as follows:

(a) The Purchaser (1) is familiar with the County; (2) has been furnished certain financial information about the County; (3) acknowledges that the County has made available to it the opportunity to obtain additional information to verify the accuracy of the information supplied and to evaluate the merits and risks of purchasing the Bond; (4) has had the opportunity to ask questions of and receive answers from the County representatives, including officers, attorneys, advisors and accountants, concerning the terms of the Bond, the information supplied to it, and the County's condition, financial and otherwise; (5) acknowledges that the County has been responsive to all of its requests for information; and

(b) The Purchaser is capable of evaluating the merits and risks of purchasing the Bond and has agreed to purchase the Bond although no formal offering material has been provided to it, and is purchasing the Bond for its own account; and

(c) The Purchaser has undertaken to discuss and investigate the form and substance of the Bond and the transactions related thereto with such counsel and other persons as it has deemed appropriate; and

(d) The Purchaser acknowledges and represents that it has been advised that the Bond is not registered under the United States Securities Act of 1933, as amended, and that the County is not presently required to register the Bond under the United States Securities Exchange Act of 1934, as amended. Therefore, if and when the Purchaser wishes to sell or assign part or all of the Bond, current financial and other information may not be available. The Purchaser further realizes that the County may, but is not under any obligation to, provide current financial and other information upon the sale or assignment of all or part of the Bond at some subsequent time, or to pay any costs associated with any such sale or assignment. Further, the Purchaser understands that it may need to bear the risks of this investment for an indefinite period of time, because any sale or assignment of the Bond may not be possible or, if possible, may be at a price below that which the Purchaser is paying for the Bond.

(e) The Purchaser represents that it is purchasing the Bond for its own account with no present intention to resell or distribute the Bond or any interest therein; provided, however, that the Purchaser reserves the right at all times to control the disposition of its assets, including the Bond. The Purchaser or its assignees may assign or reassign all or any part of the Bond without the consent of the County or the LGC, although the Purchaser or any assignee shall give written notice to the County and the LGC of any such assignment. Any such assignment or reassignment by the Purchaser or any subsequent assignee may be only to a bank, insurance company or similar financial institution, or any other entity approved by the LGC.

**9. Conditions of Purchaser's Obligations.** The Purchaser's obligation to purchase and pay for the Bond is subject to the fulfillment of the following conditions at or before such delivery, any one or more of which may be waived by the Purchaser:

(a) This Agreement shall be duly authorized, executed and delivered by the respective parties thereto.

(b) The Bond shall be duly authorized, executed and authenticated in accordance with the provisions of the Resolutions.

(c) The Issuer shall have paid to the Purchaser a commitment fee equal to .25% of the par amount of the Bond.

(d) The Purchaser shall have received the following documents:

(i) A certified copy of the Resolutions;

(ii) The executed and authenticated Bond.

(iii) Opinions, dated as of the Closing Date of (A) counsel for the Issuer in substantially the form of that which is attached hereto as Exhibit A; and (B) Bond Counsel in a form that is acceptable to the Purchaser and its counsel;

(iv) Such additional opinions, certificates, instruments and other documents as the Purchaser or its counsel may reasonably request to evidence compliance with applicable law, as of the date of delivery of the Bond to be initially delivered.

(e) None of the following events shall have occurred:

(i) any legislative, executive or regulatory action or any court decision which, in the judgment of the Purchaser, casts sufficient doubt on the legality of, or the tax exempt status of interest on, obligations such as the Bond so as to materially impair or lower the market price of such obligations;

(ii) any banking moratorium or any outbreak or escalation of hostilities, declaration by the United States of a national emergency or war or other national or international calamity or crisis which, in the judgment of the Purchaser, shall be such as to make it impracticable for the Purchaser to enforce contracts for the sale of the Bond.

**10. Terms of Agreement.** This Agreement shall remain in full force and effect for so long as the Bond remains outstanding or any amounts payable hereunder or under the Bond remain unpaid.

**11. Notices and Other Actions.** Except as set forth elsewhere herein, all notices, demands and formal actions hereunder will be in writing and sent by certified or registered mail to:

The Issuer:                    Lenoir County  
                                      130 South Queen Street  
                                      Post Office Box 3289  
                                      Kinston, NC 28502  
                                      Attention:    Finance Director  
                                      Telephone:    (252) 559-6450  
                                      Facsimile:    (252) 559-6454

The LGC:                      Local Government Commission of North Carolina  
                                      3200 Atlantic Avenue  
                                      Raleigh, NC 27604  
                                      Attention:    Secretary  
                                      Telephone:    (919) 807-2350  
                                      Facsimile:    (919) 807-2352

The Purchaser:              Raymond James Capital Funding, Inc.  
                                      710 Carillon Parkway  
                                      St. Petersburg, Florida 33716  
                                      Attn: Cord D. King  
                                      Telephone: (727) 567-8000

The Issuer and the Purchaser may, by notice given hereunder, designate any further or different addresses or telecopier numbers to which subsequent notices, certifications or other communications shall be sent.

**12. Survival of Representations and Agreements.** All representations, warranties and agreements of the Issuer contained herein shall remain operative and in full force and shall survive (a) the execution and delivery of this Agreement, and (b) the purchase of the Bond hereunder.

**13. Counterparts.** This Agreement may be executed in any number of counterparts with each executed counterpart constituting an original but all of which together shall constitute one and the same instrument.

**14. Successors; Governing Law.** This Agreement will inure to the benefit of and be binding upon the parties hereto and their successors and assigns. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each of the parties hereto have executed and sealed this Agreement through its duly authorized representative as of the date and year first above written.

ISSUER:

COUNTY OF LENOIR, NORTH CAROLINA

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

Name:

Title:

Attest:

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

Name:

Title:

(SEAL)

[Signatures continued on following page]

[Signature page to Bond Purchase Agreement]

LGC:

LOCAL GOVERNMENT COMMISSION OF  
NORTH CAROLINA

By: \_\_\_\_\_  
Greg C. Gaskins  
Secretary

[Signatures continued on following page]

[Signature page to Bond Purchase Agreement]

PURCHASER:

RAYMOND JAMES CAPITAL FUNDING, INC.

By: \_\_\_\_\_  
Cord D. King  
Senior Vice President

EXHIBIT "A"

(Letterhead of Counsel for the Issuer)

November 19, 2015

County of Lenoir, North Carolina  
Kinston, North Carolina

Raymond James Capital Funding, Inc.  
St. Petersburg, Florida

[\$AMOUNT]  
County of Lenoir, North Carolina  
General Obligation Refunding Bond,  
Series 2015

Ladies and Gentlemen:

As counsel to County of Lenoir, North Carolina, a political subdivision duly organized and existing under laws of the State of North Carolina (the "County"), I have considered the validity of the issuance of the above-referenced bond (the "Bond"), and in this connection I have examined:

- (a) the Bond Purchase Agreement dated as of November 19, 2015 (the "Bond Purchase Agreement"), among the County, the Local Government Commission of North Carolina and Raymond James Capital Funding, Inc., as purchaser of the Bond (the "Purchaser");
- (b) the Bond Order (the "Bond Order") adopted by the Board of Commissioners of the County (the "Board") on November 2, 2015 effective on the adoption thereof;
- (c) a resolution of the Board adopted on November 2, 2015, authorizing the issuance of the Bond (the "Resolution");
- (d) the Bond No. R-1 executed by the County and registered in the name of the Purchaser;

and such other documents, instruments and proceedings of the County as I have deemed relevant.

Based on the foregoing, I am of the opinion that as of this date:

- (1) The County is a political subdivision duly organized and validly existing under the laws of the State of North Carolina, and has all requisite power and authority (a) to issue and deliver the Bond, (b) adopt the Bond Order and the Resolutions, (c) enter into the Bond Purchase Agreement and (d) to carry out the transactions contemplated by the Bond Purchase Agreement.
- (2) The Bond Order and the Resolution have been duly adopted by the Board and have not been amended or repealed and remain in full force and effect.
- (3) The Bond Purchase Agreement has been duly authorized, executed and delivered by all necessary action on the part of the County and, assuming that it is the legal, valid, binding and enforceable obligations of the other parties thereto, constitutes a legal, valid, binding and enforceable obligations of the County, except that the enforceability thereof may be subject to (a) the exercise of judicial discretion in accordance with general principles of equity, and

(b) bankruptcy, insolvency, reorganization, receivership, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable.

(4) The Bond (a) has been authorized and executed by the County, (b) is the legal, valid, binding and enforceable general obligation of the County, except that the rights of the holders of the Bond and the enforceability thereof may be subject to (i) the exercise of judicial discretion in accordance with general principles of equity, and (ii) bankruptcy, insolvency, reorganization, receivership, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable, and (c) is entitled to the benefits and security of the Resolutions.

(5) The issuance and sale of the Bond, the adoption of the Bond Order and the Resolutions and the execution and delivery by the County of the Bond Purchase Agreement and the compliance by the County with the terms thereof will not conflict with, or result in any breach of any of the provisions of, or constitute a default under, any charter instrument or by-law of the County or any constitutional provision, statute, license, judgment, decree, order, ordinance or governmental rule or regulation applicable to the County, or to the best of our knowledge, any agreement, indenture, note, mortgage, deed of trust, resolution or other instrument to which the County is a party or by which it is bound, or result in the creation or imposition of any lien, charge, encumbrance or security interest on the property of the County.

(6) All consents, approvals or authorizations, if any, of any governmental authority required on the part of the County in connection with the adoption of the Bond Order and the Resolutions, the execution and delivery of the Bond Purchase Agreement, the issue, sale or delivery of the Bond and the consummation of the transactions contemplated thereby have been obtained, and the County has complied with all applicable provisions of law requiring any designation, declaration, filing, registration and/or qualification with any governmental authority in connection with the foregoing and the offer, sale, execution or delivery of the Bond.

(7) There are no proceedings pending or threatened against the County in any court or before any governmental authority or arbitration board or tribunal, which could materially and adversely affect the transactions contemplated by the Bond Order, the Resolution or the Bond Purchase Agreement or which, in any way, would adversely affect the validity and enforceability of the Bond or the Bond Purchase Agreement.

(8) All actions taken by the County in connection with the Bond Order and the Resolutions, the Bond and the County Documents are legal and valid in all respects and none of the proceedings had, or actions taken, with respect to any of the foregoing has been repealed, revoked or rescinded.

No opinion is given concerning registration of the Bond under the securities laws of any state or the Securities Act of 1933, as amended, or any exemption therefrom, nor is an opinion given concerning qualification of the Bond Order, the Resolution or any other document under the Trust Indenture Act of 1939, as amended, or any exemption therefrom.

I express no opinion as to the laws of any jurisdiction other than the laws of the State of North Carolina and the laws of the United States of America. The opinions expressed above concern only the effect of the laws (excluding the principles of conflicts of law) of the State of North Carolina and the United States of America as currently in effect.

This opinion is given as of the date hereof, and I assume no obligation to review or supplement this opinion subsequent to its date whether by reason of a change in facts and circumstances that might

change the opinions expressed herein after the date of this opinion or a change in the currently applicable laws, by legislative or regulatory action, by judicial decision or for any other reason.

This opinion letter is limited to the matters expressly set forth herein, and no opinion is implied or should be inferred beyond the matters expressly stated. My services as counsel to the County have been limited to rendering the foregoing opinion based upon my review of such legal proceedings as I have deemed necessary. I have not examined any documents or other information concerning the business or financial resources of the County and, therefore, I express no opinion as to the accuracy or completeness of any information that may have been relied upon by any purchaser of the Bond in making its decision to purchase such Bond.

This opinion letter is furnished solely for the benefit of the addressees in connection with the transactions contemplated by the documents referenced and may not be used, circulated, quoted or referred to, or relied upon by any other person, for any other purpose without our express written permission, except that this opinion letter may be included in any closing transcript of documents prepared in connection with this transaction.

## SCHEDULE I

### DEFINITIONS

“*Code*” means the Internal Revenue Code of 1986, as amended from time to time, and all rules and regulations (including temporary and proposed regulations) from time to time promulgated thereunder, or any successor statute thereto.

“*Contract*” means any indenture, agreement, other contractual restriction, lease, or instrument.

“*Fiscal Year*” means the period of twelve (12) consecutive calendar months for which financial statements of the respective entity have been examined by its Accountants; currently for the Issuer, a year ending on June 30th.

“*Governmental Approvals*” means an authorization, consent, approval, permit, license, certificate of occupancy or an exemption of, a registration or filing with, or a report to, any Governmental Authority.

“*Governmental Authority*” means the government of the United States of America or any other nation or any political subdivision thereof or any governmental or quasi-governmental entity, including any court, department, commission, board, bureau, agency, administration, central bank, service, district or other instrumentality of any governmental entity or other entity exercising executive, legislative, judicial, taxing, regulatory, fiscal, monetary or administrative powers or functions of or pertaining to government, or any arbitrator, mediator or other Person with authority to bind a party at law.

“*Material Adverse Change*” means the occurrence of any event or change which results in a material and adverse change in the business, assets, liabilities, condition (financial or otherwise), operations or prospects of the Issuer since June 30, 2014, or which materially and adversely effects (a) the enforceability of the Agreement or any Related Document, (b) the ability of the Issuer to perform its obligations hereunder or thereunder or (c) the rights of or benefits or remedies available to the Purchaser under this Agreement or the Related Documents.

“*Material Adverse Effect*” means (a) with respect to the Issuer, a material and adverse effect in the business, assets, liabilities, condition (financial or otherwise), operations or prospects of the Issuer or (b) with respect to this Agreement or any Related Document, a material adverse effect upon (i) the enforceability of this Agreement or any Related Document, (ii) the ability of the Issuer to perform its obligations under this Agreement or any Related Document or (iii) the rights of or benefits or remedies available to the Issuer under this Agreement or any Related Document.

“*Rate Adjustment Date*” has the meaning assigned to such term in the Resolutions.

“*Related Documents*” means, collectively, the Resolutions, the Agreement, the Bond and any exhibits, schedules, instruments or agreements relating thereto.

“*Taxable Rate*” means 3.85%, per annum.

## ESCROW AGREEMENT

This Escrow Agreement (the "Agreement") is dated as of November 1, 2015, and is between Lenoir County, North Carolina (the "County"), and Regions Bank, a commercial bank chartered in the state of Alabama (the "Escrow Agent").

### **RECITALS:**

The County has previously issued its \$39,700,000 (original aggregate principal amount) General Obligation School Bonds, Series 2008 (the "Prior Bonds").

The County is now providing for the redemption and refunding of some of the outstanding Prior Bonds. Exhibit A specifies the Prior Bonds that are being refunded (the "Refunded Bonds").

The County will provide for a portion of the proceeds of its [\$24,500,000] General Obligation School Bond, Series 2015 (the "2015 Bond"), to be used for this defeasance and refunding. The Escrow Agent will hold funds for the refunding pursuant to this Agreement and the provisions of a resolution adopted by the County's governing Board of Commissioners on November 2, 2015 (the "2015 Resolution").

**Now, therefore,** in consideration of the foregoing and of the mutual covenants in this Agreement, the County and the Escrow Agent agree as follows:

SECTION 1. There is established with the Escrow Agent a special and irrevocable trust fund designated as the "Lenoir County 2015 Refunding Escrow Fund" (the "Escrow Fund"). The Escrow Agent will hold the Escrow Fund as a trust fund separate and apart from all other funds of the County or of the Escrow Agent. The Escrow Agent must use the funds on deposit in the Escrow Fund solely for the payment and redemption of the Refunded Bonds and for the other purposes provided for in this Agreement.

SECTION 2. To secure the payment of the principal of, the applicable redemption premium, and interest on the Refunded Bonds, the County pledges and sets over to the Escrow Agent the amounts specified in Section 3 for deposit in the Escrow Fund, in trust for the benefit and security of the owners of the Refunded Bonds, subject to the terms and conditions of this Agreement.

SECTION 3. (a) The Escrow Agent acknowledges receipt of the following funds:

*\*The figures for the tables below will be completed upon the determination of the final bond amount on or about November 12*

From the County, from the proceeds of the 2015 Bond	\$ _____ *
From other County funds	278,850.00
For a total of	\$ _____ *

(b) The County directs the Escrow Agent to apply the funds described in paragraph (a) as shown in the following table, and the Escrow Agent agrees to make this application:

To purchase the securities shown on Exhibit B (the “Escrow Investments”)	\$ _____ *
Held in cash uninvested	\$ _____ *
For a total of	\$ _____ *

The Escrow Agent will hold the Escrow Investments and other funds described above in the Escrow Fund. Exhibit C shows the schedule of expected receipts from the Escrow Investments and required disbursements from the Escrow Fund.

SECTION 4. The County represents and warrants that the Escrow Investments will earn interest and mature in such amounts and at such times as will be sufficient, together with other funds held in the Escrow Fund, to pay the remaining debt service on the Refunded Bonds through the redemption date specified in Exhibit A.

If the moneys in the Escrow Fund are insufficient for the purposes of this Agreement, the County is responsible for the timely deposit to the credit of the Escrow Fund of such additional amounts as may be required to cure the deficiency. The Escrow Agent will notify the County of any insufficiency as soon as it knows of the deficiency, but the Escrow Agent is not responsible for the County's failure to make any deposits. The Escrow Agent will make neither investments nor distributions unless and until the Escrow Agent has collected funds.

SECTION 5. Except as otherwise provided in Section 3 or in this Section, the Escrow Agent has no power or duty (a) to invest any moneys held under this Agreement or (b) to make substitutions of the Escrow Investments held under this Agreement, or (c) to sell, transfer, or otherwise dispose of the Escrow Investments acquired under this Agreement, or (d) to pay interest on any moneys not required to be invested under this Agreement; provided, however, that at the County's written direction, subject to the conditions and limitations set forth in this Agreement, the Escrow Agent must, as so directed, sell, transfer and request the redemption of or otherwise dispose of any of the Escrow Investments purchased under this Agreement or reinvest the maturing principal of and interest on Escrow Investments, provided that other investments are substituted, or that reinvestment is made in other Escrow Investments as provided below. The County will not request the Escrow Agent to exercise any of the powers described in the preceding sentence in any manner that causes any portion of the 2015 Bond to be an arbitrage bond within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, including the applicable regulations (the "Code").

The Escrow Agent will purchase any substituted Escrow Investments with the proceeds derived from the sale, transfer, redemption or other disposition of Escrow Investments held under this Agreement or with the maturing principal and interest of Escrow Investments held under this Agreement. Except as provided in Section 4, a sale, transfer, redemption or other disposition of Escrow Investments or a purchase of Escrow Investments with maturing principal or interest and substitution under the provisions of this Section may be effected only by a simultaneous transaction and only if:

(a) an independent certified public accountant selected by the County and reasonably acceptable to the Escrow Agent certifies to the County and the Escrow Agent that the Escrow Investments to be substituted, together with the Escrow Investments which will continue to be held in the Escrow Fund and cash on deposit in the Escrow Fund, will earn interest and mature in such amounts and at such times (excluding reinvestment earnings) together with any other funds held in the Escrow Fund to provide sufficient moneys from the interest and maturing principal to pay, when due, all principal of, applicable redemption premium and interest on the Refunded Bonds that have not previously been paid; and

(b) the Escrow Agent receives an unqualified opinion of nationally recognized bond counsel selected by the County to the effect that the contemplated sale, transfer, redemption or other disposition or purchase, and substitution of, Escrow Investments will not cause the 2015 Bond to be an arbitrage bond within the meaning of Code Section 148 or otherwise cause interest on the 2015 Bond to be included in gross income under Code Section 103.

If as a result of any substitution, amounts available from the maturing principal of and interest on the Escrow Investments, together with other funds on deposit in the Escrow Fund, exceed the amount required to pay the principal of, any applicable redemption premium, and interest on the Refunded Bonds, the Escrow Agent will pay the excess amounts to the County, upon the Escrow Agent's receipt of a certificate from an independent certified public accountant selected by the County setting forth the following:

- (i) the amounts of any excess;
- (ii) the date on which the amounts become excess; and
- (iii) that if the excess amounts are withdrawn from the Escrow Fund, the Escrow Investments, income from the Escrow Investments, and other funds held in the Escrow Fund will be sufficient to pay the principal of, interest, and any applicable redemption premium, on the Refunded Bonds, as and when the same become due and payable. Upon receipt of this certificate, the Escrow Agent shall pay from time to time the amounts certified to be excess on the dates the amounts become excess in accordance with such certificate.

The "certificates" of an independent accountant provided for in this Section may take the form of a certificate or any other writing that is in form and substance satisfactory to the Escrow Agent.

SECTION 6. The Escrow Agent will collect payments of the principal of and interest on the Escrow Investments on the respective due dates. On each payment date for the Refunded Bonds, the Escrow Agent will transfer sufficient moneys from the amounts available in the Escrow Fund for the payment of the principal and interest due on the Refunded Bonds on that date.

The amounts due on the Refunded Bonds on each remaining payment date are set forth in Exhibit C. The County consents to the Escrow Agent's reliance on the dates and amounts set forth in Exhibit C.

The Escrow Agent will make these payments to The Depository Trust Company, unless the County notifies the Escrow Agent in writing that the Refunded Bonds are no longer in book-entry-only form.

If the Refunded Bonds are converted to certificated form, the County agrees that not later than thirty days prior to the next ensuing interest payment date for the Refunded Bonds, it will appoint a paying agent for the Refunded Bonds and give the Escrow Agent written notice of this appointment. In that case, the Escrow Agent will make payments to the paying agent appointed by the County with respect to the Refunded Bonds.

The Escrow Agent will make these payments without regard to whether the owners have presented any of the Refunded Bonds to the County or otherwise.

If any amounts remain in the Escrow Fund on February 5, 2018, the Escrow Agent will promptly disburse these amounts as the County may at that time direct.

SECTION 7. The Escrow Investments, moneys representing principal of and interest earned on Escrow Investments and any other funds on deposit in the Escrow Fund from time to time are hereby made subject to an express lien and trust for the benefit of the owners of the Refunded Bonds until used and applied in accordance with this Agreement.

SECTION 8. The Escrow Agent acknowledges receipt of a certified copy of the 2015 Resolution calling the Refunded Bonds for redemption, and of a copy of the Finance Officer's certificate contemplated by the 2015 Resolution related to the final call for redemption. The County confirms that it has specifically and irrevocably elected to redeem all of the Refunded Bonds as described on Exhibit A.

The County irrevocably directs the Escrow Agent to, and the Escrow Agent agrees that it will, promptly after the original execution and delivery of this Escrow Agreement, provide for a notice of refunding in substantially the form of Exhibit D to be posted with the EMMA continuing disclosure system of the Municipal Securities Rulemaking Board (the "MSRB") with respect to the Refunded Bonds.

The County irrevocably directs the Escrow Agent to, and the Escrow Agent agrees that it will, at least thirty days but not more than sixty days before [redemption date], cause a redemption notice substantially in the form of Exhibit E (a) to be sent to The Depository Trust Company both (i) by registered or certified mail, postage prepaid, to Supervisor, Call Notification Department, The Depository Trust Company, 55 Water St., 50<sup>th</sup> Floor, New York NY 10041-0004, and (ii) by electronic mail to [redemptionnotification@dtcc.com](mailto:redemptionnotification@dtcc.com), and (b) to be posted with the MSRB's EMMA continuing disclosure system with respect to the Refunded Bonds.

SECTION 9. The Escrow Agent's liability to make the payments required by this Agreement with respect to the Refunded Bonds is limited to the principal of and interest received on the Escrow Investments and the other funds on deposit in the Escrow Fund. The

Escrow Agent is not liable for any loss resulting from any investment made pursuant to this Agreement in compliance with the provisions of this Agreement.

This Agreement is between the County and the Escrow Agent only. The Escrow Agent's duties under this Agreement are only to the County and the owners of the Refunded Bonds.

The Escrow Agent has no responsibility to the County or any other person in connection with this Agreement except for those responsibilities specifically provided in this Agreement. The Escrow Agent is not responsible for anything done or omitted to be done by it except with regard to its own negligence, willful misconduct or default in the performance of any obligation imposed on it under this Agreement. The Escrow Agent, except as specifically provided for in this Agreement, is not a party to, nor is it bound by or need it give consideration to the terms or provisions of, any other agreement or undertaking between the County and any other person. The Escrow Agent assents to and is to give consideration only to the terms and provisions of this Agreement. Unless specifically provided in this Agreement, the Escrow Agent has no duty to determine or inquire into the happening or occurrence of any event or contingency or the County's performance or failure of performance with respect to agreements with others. The Escrow Agent's sole duty under this Agreement is to safeguard the Escrow Fund and to dispose of and deliver the same in accordance with this Agreement, as this Agreement constitutes the complete agreement and understanding by all parties to this Escrow Agreement.

If, however, the Escrow Agent is called upon by the terms of this Agreement to determine the occurrence of any event or contingency, the Escrow Agent is obligated to exercise reasonable care and diligence in making the determination. In the event of error in making such a determination, the Escrow Agent will be liable for its own negligence or willful misconduct. In determining the occurrence of any event or contingency, the Escrow Agent may request from the County or any other person reasonable additional evidence as the Escrow Agent in its reasonable discretion may deem appropriate to determine any fact relating to the event or contingency, and in this connection may inquire and consult with the County, among others, at any time. The Escrow Agent may consult with legal counsel (including in-house counsel), and the opinion of counsel as to any legal matters will be full and complete authority and protection to the Escrow Agent as to any action taken or omitted by it in good faith and in accordance with that opinion.

The Escrow Agent has the right to petition any court of competent jurisdiction to resolve any dispute arising under this Agreement.

If the Escrow Agent fails to account for any of the investments or funds held under this Agreement, those investments or funds will be and remain the property of the Escrow Fund in trust for the owners of the Refunded Bonds as provided in this Agreement.

The funds and securities received by the Escrow Agent under this Agreement are not a banking deposit by the County. The County has no right or title with respect to these funds and securities. The funds and securities received by the Escrow Agent under this Agreement are not subject to checks or drafts drawn by the County or claims against the County by any creditor of the County, other than the owners of the Refunded Bonds.

SECTION 10. The trust created under this Agreement is irrevocable (subject to the substitution provisions of Section 5). This Agreement will terminate when the Escrow Agent has made all payments as contemplated by Section 6 and the Escrow Agent has made the final report contemplated by Section 13. The Escrow Agent will thereupon be released and discharged from this Agreement, and the owners of the Refunded Bonds will look only to the County for the payment of the Refunded Bonds.

SECTION 11. The County will pay all necessary and proper fees, compensation and expenses of the Escrow Agent under this Agreement. The County agrees, to the extent permitted by law, to indemnify the Escrow Agent and hold it harmless against any liability it may incur while acting in good faith in its capacity as Escrow Agent under this Agreement, including, but not limited to, payment of any court costs and reasonable legal fees, costs and expenses. The County will pay, or provide for the payment of, these costs, from sources other than the Escrow Fund. In no event will any such costs, charges, expenses, and indemnification give rise to any claim against the Escrow Fund. The Escrow Agent agrees that it will assert no lien against the Escrow Fund in connection with any payment owed to it.

SECTION 12. The Escrow Agent agrees to perform all the duties and obligations imposed upon it by this Agreement.

The Escrow Agent may resign and thereby become discharged from the duties and obligations created by this Agreement by giving written notice to the County. This resignation will take effect only upon the County's appointment of a new escrow agent.

If the County fails to appoint a successor Escrow Agent within 45 days of notice from the departing Escrow Agent, the departing Escrow Agent may apply to any court of competent jurisdiction to appoint a successor Escrow Agent. The court may thereupon appoint a successor Escrow Agent after such notice, if any, as the court may deem proper.

The Escrow Agent may be removed at any time by an instrument, or concurrent instruments, in writing, executed by the owners of not less than 51% in aggregate principal amount of the unpaid Refunded Bonds, such instruments to be filed with the County, and notice in writing given by such owners to the County and (unless all of the owners of the unpaid Refunded Bonds have consented to the removal) sent not less than 60 days before the removal is to take effect.

The Escrow Agent may also be removed at any time for any material breach of trust or for acting or proceeding in material violation of, or for failing to act or proceed in accordance with, any provisions of this Agreement, by any court of competent jurisdiction upon the application of the County or the owners of not less than 10% in aggregate principal amount of the unpaid Refunded Bonds.

Upon the appointment of any successor escrow agent, the departing Escrow Agent will execute any agreements, assignments and other documents as are necessary to vest in the successor escrow agent all the title, rights, duties and obligations of the Escrow Agent under this Agreement and in the Escrow Investments and other funds deposited or to be deposited or received by the Escrow Agent under this Agreement, as the County may reasonably request. Upon acceptance by the successor escrow agent of the responsibilities under this Agreement, all further title, rights, duties and obligations of the departing Escrow Agent under this Agreement cease and are discharged, except for rights or liabilities accrued to or by the County or the Escrow Agent.

Any company or national banking association into which the Escrow Agent may be merged or converted, or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which the Escrow Agent may be a party, or any company to which the Escrow Agent may sell or transfer all or substantially all of its corporate trust business, will be the successor to the Escrow Agent without the execution or filing of any paper or further act by the successor Escrow Agent.

Upon the taking of office of any successor Escrow Agent, the new Escrow Agent must promptly cause notice of its appointment and contact information (identifying this Agreement) to be posted with the MSRB's EMMA continuing disclosure system with respect to the Refunded Bonds.

SECTION 13. (a) On or before August 1 in each of the years 2016 and 2017, the Escrow Agent must deliver to the County (i) a report of each transaction relating to the Escrow Fund for the prior fiscal year ended June 30, and (ii) a schedule of the assets of the Escrow Fund as of the preceding July 1.

(b) On or before March 1, 2018, the Escrow Agent will then send to the County a complete statement of all transactions concerning the Escrow Fund through the final disbursement of funds from the Escrow Fund as provided for in Section 6.

(c) The County will promptly send a copy of each report received under this Section to the North Carolina Local Government Commission.

SECTION 14. This Agreement may be amended to (a) correct language or to cure any ambiguity or defective provisions, omission, mistake or manifest error contained in this Agreement, or (b) to provide for the deposit of additional cash or securities in the Escrow

Fund, or (c) to provide for a substitution of securities in accordance with Section 5. All amendments must be in writing signed by all parties to this Agreement, but no consent of any owners of Refunded Bonds is required.

SECTION 15. (a) The parties intend that this Agreement will be interpreted in accordance with North Carolina law.

(b) This Agreement may be executed in several counterparts, all or any of such may be regarded for all purposes as one original and which will constitute and be but one and the same instrument.

(c) All of the County's representations, covenants and indemnifications in this Agreement will survive this Agreement's termination.

(d) This Agreement will inure to the benefit of and be binding upon the parties and their respective successors and assigns.

(e) The Escrow Agent may act upon any written notice, request, waiver, consent, certificate, receipt, authorization, power of attorney, or other instrument or document which the Escrow Agent in good faith believes to be genuine and to be what it purports to be.

(f) Any notice, authorization, request, or demand required or permitted to be given to the County or the Escrow Agent under this Agreement must be in writing and will be deemed given when delivered by hand or on the date shown on a certified mail receipt, or a delivery receipt (or similar evidence) from a national commercial package delivery service, if addressed as follows:

to the County, to

Lenoir County, North Carolina  
Attention: County Manager  
Re: Notice under 2015 refunding bond escrow agreement  
130 S. Queen St.  
Kinston, NC 28502

to the Escrow Agent, to

Regions Bank  
Corporate Trust Department  
Re: Notice under 2015 Escrow Agreement for Lenoir County  
10245 Centurion Parkway  
Jacksonville, FL 32253

Either party may change its addresses for notices by written notice of the change given under this Agreement.

(g) Whenever under the terms of this Agreement the performance date of any act to be done under this Agreement falls on a day which is not a legal banking day in the State of North Carolina, and upon which the Escrow Agent is not open for business, the performance of that act on the next succeeding business day of the Escrow Agent will be in full compliance with this Agreement. Whenever time is referred to in this Agreement it will be the time recognized by the Escrow Agent (at the office specified in subsection (f) above) in the ordinary conduct of its normal business transactions.

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

IN WITNESS WHEREOF, the parties have each caused this Agreement to be executed by duly authorized officers as of the date first above written.

**Lenoir County,  
North Carolina**

By: \_\_\_\_\_  
Michael W. Jarman  
County Manager

**Regions Bank,  
as Escrow Agent**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[Escrow Agreement dated as of November 1, 2015]

**EXHIBIT A**  
**BONDS BEING REDEEMED AND REFUNDED**

All of the Prior Bonds maturing on and after February 1, 2019 (2019 through 2029), are refunded and will be redeemed on February 1, 2018.

**EXHIBIT B**  
**INITIAL ESCROW SECURITIES**

Security Description	Par Amount (\$)	Interest Rate (%)	Maturity Date	Receipts at Maturity (\$)	CUSIP

*\*The figures for the table above will be completed upon the determination of the final bond amount on or about November 12.*

**EXHIBIT C**  
**OPERATION OF THE ESCROW FUND**

<u>Date</u>	<u>Available Cash</u>	<u>Receipts from Escrow Investment</u>	<u>Total Funds Available</u>	<u>Escrow Requirement</u>	<u>Balance after Payment</u>
11/19/2015*	xxx**	---	xxx**	---	xxx**
2/1/2016	xxx			464,750.00	
8/1/2016				464,750.00	
2/1/2017				464,750.00	
8/1/2017				464,750.00	
2/1/2018				23,064,750.00***	

\* Closing date

\*\*Initial cash deposit at closing

\*\*\* Includes \$22,600,000 in redeemed principal

*The remaining figures for the table above will be completed upon the determination of the final bond amount on or about November 12.*

**NOTICE OF REFUNDING**

**Lenoir County, North Carolina**

**General Obligation School Bonds, Series 2008  
[dated June 3, 2008; original principal amount \$39,700,000]**

**TAKE NOTICE** that **Lenoir County, North Carolina** (the “County”), has elected to redeem and will redeem on February 1, 2018, all of the outstanding Bonds of the above-referenced issue that mature on and after February 1, 2019. These Bonds will be redeemed at a redemption price equal to the principal amount thereof.

**The Bonds maturing on February 1 in the years 2016, 2017, and 2018 are not being refunded or defeased and will be paid in the ordinary course.**

The CUSIP numbers and other details of the Bonds to be redeemed are as follows:

<u>CUSIP</u>	<u>Maturity Date (February 1)</u>	<u>Principal Amount (\$)</u>	<u>Redemption Price*</u>	<u>Interest Rate (%)</u>
526 210 LT4	2019	1,900,000	100.000	4.00
526 210 LU1	2020	1,900,000	100.000	4.00
526 210 LV9	2021	1,900,000	100.000	4.00
526 210 LW7	2022	1,900,000	100.000	4.00
526 210 LX5	2023	1,900,000	100.000	4.00
526 210 LY3	2024	1,900,000	100.000	4.125
526 210 LZ0	2025	1,900,000	100.000	4.125
526 210 MA4	2026	2,000,000	100.000	4.125
526 210 MB2	2027	2,000,000	100.000	4.25
526 210 MC0	2028	2,500,000	100.000	4.25
526 210 MD8	2029	2,800,000	100.000	4.25

\*As a percentage of par.

The CUSIP numbers listed above are included solely for the convenience of the Bondowners. Neither the County nor the Escrow Agent (as identified below) is responsible for the use of the CUSIP numbers, and no representation is made as to their correctness on the securities or as indicated on any redemption notice.

Interest on the Bonds will cease to accrue from and after February 1, 2018.

Payment of the redemption price for the Bonds will be made on presentation and surrender of the Bonds through The Depository Trust Company.

The County has deposited with the Escrow Agent United States Treasury Obligations sufficient to pay the redemption price in a timely manner.

Additional notice of redemption will be provided to registered owners of the Bonds to be redeemed not less than 30 days prior to the redemption date.

Persons seeking additional information may contact the undersigned Escrow Agent at [telephone number].

Regions Bank,  
as Escrow Agent  
Jacksonville, FL

**REDEMPTION NOTICE**

**Lenoir County, North Carolina**

**General Obligation School Bonds, Series 2008  
[dated June 3, 2008; original principal amount \$39,700,000]**

**TAKE NOTICE** that Lenoir County, North Carolina (the “County”), has elected to redeem and will redeem on February 1, 2018, all of the outstanding Bonds of the above-referenced issue that mature on and after February 1, 2019. These Bonds will be redeemed at a redemption price equal to the principal amount thereof.

The CUSIP numbers and other details of the Bonds to be redeemed are as follows:

<b><u>CUSIP</u></b>	<b><u>Maturity Date (February 1)</u></b>	<b><u>Principal Amount (\$)</u></b>	<b><u>Redemption Price*</u></b>	<b><u>Interest Rate (%)</u></b>
526 210 LT4	2019	1,900,000	100.000	4.00
526 210 LU1	2020	1,900,000	100.000	4.00
526 210 LV9	2021	1,900,000	100.000	4.00
526 210 LW7	2022	1,900,000	100.000	4.00
526 210 LX5	2023	1,900,000	100.000	4.00
526 210 LY3	2024	1,900,000	100.000	4.125
526 210 LZ0	2025	1,900,000	100.000	4.125
526 210 MA4	2026	2,000,000	100.000	4.125
526 210 MB2	2027	2,000,000	100.000	4.25
526 210 MC0	2028	2,500,000	100.000	4.25
526 210 MD8	2029	2,800,000	100.000	4.25

\*As a percentage of par.

The CUSIP numbers listed above are included solely for the convenience of the Bondowners. Neither the County nor the Escrow Agent (as identified below) is responsible for the use of the CUSIP numbers, and no representation is made as to their correctness on the securities or as indicated on any redemption notice.

Interest on the Bonds will cease to accrue from and after February 1, 2018.

**The Bonds maturing on February 1, 2018, are not being refunded or defeased and will be paid in the ordinary course.**

Payment of the redemption price for the Bonds will be made on presentation and surrender of the Bonds through The Depository Trust Company.

The County has deposited with the Escrow Agent United States Treasury Obligations sufficient to pay the redemption price in a timely manner.

All owners submitting their Bonds must also submit Internal Revenue Service Form W-9. Failure to provide a completed Form W-9 will result in 31% backup withholding to bondowners pursuant to the Interest and Dividend Tax Compliance Act of 1983. Form W-9 may be obtained from the Internal Revenue Service.

Persons seeking additional information may contact the undersigned Escrow Agent at [telephone number].

Regions Bank,  
as Escrow Agent  
Jacksonville, FL

**INTRODUCED BY:** Michael W. Jarman, County Manager **DATE:** 11/2/15 **ITEM NO.:** 7

**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 Board of Health	Michael Gregg Wiggins, Jr. <b>2<sup>nd</sup> Appearance</b>	2018
Kinston/Lenoir County Parks & Recreation	Amanda Seymour Sawyer <b>2<sup>nd</sup> Appearance</b>	2018
Jury Commission appointed by Judge Jones* appointed by Clerk of Court** appointed by Commissioners***	William Harvey Howard* Marva Brown** Wilbert Bernard Johnson*** <b>2<sup>nd</sup> Appearance</b>	2017 2017 2017
Lenoir County Transit	Judy Ellis Eric Rouse <b>1<sup>st</sup> Appearance</b>	2018 2018

**CURRENT VACANCIES:**

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

**Kinston Parks and Recreation Board – (1) Southwood/Contentnea Districts**

**Jury Commission - (1)**

**Lenoir County Transit – (2)**

**MANAGER'S RECOMMENDATION:**

Respectfully Request Approval.

  
 \_\_\_\_\_  
 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 Board of Health	Michael Gregg Wiggins, Jr. <b>2<sup>nd</sup> Appearance</b>	2018
Kinston/Lenoir County Parks & Recreation	Amanda Seymour Sawyer <b>2<sup>nd</sup> Appearance</b>	2018
Jury Commission appointed by Judge Jones* appointed by Clerk of Court** appointed by Commissioners***	William Harvey Howard Marva Brown Wilbert Bernard Johnson <b>2<sup>nd</sup> Appearance</b>	2017 2017 2017

**AMENDMENTS:**

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

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

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

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

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

11/2/15  
 Date

\_\_\_\_\_  
 ATTEST

11/2/15  
 Date

OCT - 5 2015

APPLICATION FOR APPOINTMENT  
to  
LENOIR COUNTY ADVISORY BOARDS AND COMMISSIONS

LENOIR COUNTY  
MANAGER'S OFFICE

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

Advisory Board/Committee/Commission interested in:

BOARD OF HEALTH

(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: Michael Gregg Wiggins, Jr.  
Address: 1009 Rhem St  
City/State/Zip: KINSTON NC 28501  
Telephone: (Home) 252-520-1891 (Work) 252-560-3161  
Occupation: Pharmacist-Owner, REALO DRUG  
Business Address: 107 W, BROADWAY ST PINK HILL NC 28572  
Age: (Optional): 40  
Number hours available per month for this position: 8-10  
Training: B.S., Pharmacy; Registered Pharmacist since 1998  
Business and Civic Experience/Skills: community pharmacist for 17 years; Elder at Grace Fellowship Church; Treasurer + Director of non-profit TOLHA PARTNERSHIP  
Other County Boards/Committees/Commissions presently serving on: None, other than BOARD OF Health  
Appointed 9-17-12  
Expiration date of Term: BOARD OF HEALTH, Sept 2015

Circle your voting precinct

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

CERTIFICATION

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

Michael Gregg Wiggins Jr  
Signature of Applicant

8/27/2015  
Date

APPLICATION FOR APPOINTMENT  
to  
LENOIR COUNTY ADVISORY BOARDS AND COMMISSIONS

OCT - 5 2015

LENOIR COUNTY  
MANAGER'S OFFICE

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

Advisory Board/Committee/Commission interested in:

Parks & Rec.

Member to represent the Southwood / Contentnea Districts

(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: Amanda Seymour Sawyer

Address: 1867 British Rd

City/State/Zip: Kinston NC 28501

Telephone: (Home) 252-522-1773 (Work) 252-522-5200

Occupation: payroll/bookkeeper

Business Address: 1062 Sussex St, Kinston NC 28504

Age: (Optional): 38

Number hours available per month for this position: 10

Training: \_\_\_\_\_

Business and Civic Experience/Skills: Girl Scout leader / dugout mom

Other County Boards/Committees/Commissions presently serving on: \_\_\_\_\_

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

Circle your voting precinct

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

CERTIFICATION

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

Amanda Sawyer  
Signature of Applicant

9/25/15  
Date

*2nd Appearance*



**RECEIVED**

**OCT - 8 2015**

*State of North Carolina  
General Court of Justice*

**LENOIR COUNTY  
MANAGER'S OFFICE**

**CLERK OF SUPERIOR COURT**

**LENOIR COUNTY**

P.O. BOX 68  
KINSTON, NC 28502-0068

**DAWN G. STROUD, CLERK  
EX OFFICIO JUDGE OF PROBATE**

**BUS: (252) 520-5300  
FAX: (252) 520-5385**

October 7, 2015

Lenoir County Board of Commissioners  
P.O. Box 3289  
Kinston, N.C. 28502

Re: Appointment of Jury Commission

Commissioners:

I am hereby tendering Ms. Marva Brown as my nominee for appointment to the Jury Commission for a two-year term.

With best wishes.

Sincerely yours,

A handwritten signature in cursive script that reads "Dawn G. Stroud".

Dawn G. Stroud  
Clerk of Superior Court  
Lenoir County

DGS/fvk

cc: The Honorable Paul L. Jones  
Senior Resident Superior Court Judge

Marva Brown

*2nd Appearance*

**RECEIVED**

**OCT - 5 2015**



*State of North Carolina  
General Court of Justice  
Judicial District 8A*

**LENOIR COUNTY  
MANAGER'S OFFICE**

**PAUL L. JONES  
RESIDENT SUPERIOR COURT JUDGE**

**KINSTON, NC 28502  
P.O. Box 68  
TELEPHONE: (252) 520-5420  
FACSIMILE: (252) 520-5421**

October 5, 2015

Lenoir County Board of Commissioners  
P.O. Box 3289  
Kinston NC 28502

Re: Appointment to Jury Commission

Commissioners:

I am hereby tendering Mr. William Harvey Howard as my nominee for appointment to the Jury Commission for another two-year term.

With best wishes, I remain,

Sincerely yours,

A handwritten signature in black ink, appearing to read "Paul L. Jones", written over a large, stylized circular flourish.

Paul L. Jones  
Senior Resident Superior Court Judge  
Judicial District 8-A

PLJ/acs

Cc: Mr. William Harvey Howard  
The Honorable Dawn G. Stroud, Clerk of Court

2nd Appearance

RECEIVED

APPLICATION FOR APPOINTMENT

OCT 14 2015

to

LENOIR COUNTY ADVISORY BOARDS AND COMMISSIONS

LENOIR COUNTY MANAGER'S OFFICE

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

Advisory Board/Committee/Commission interested in:

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: Rev. DR. Wilbert Bernard Johnson

Address: 1300 Rhem Street

City/State/Zip: Kinston, N.C. 28501

Telephone: (Home) 252-527-3718 (Work) Retired/Cell: 252-525-8200

Occupation: Minister

Business Address:

Age: (Optional):

Number hours available per month for this position: 120

Training: License Ordained Minister

Business and Civic Experience/Skills: Poll Judge, at K-2; Associate Minister

At First Missionary Baptist Church - President of Eastern Union/Bear Creek

Other County Boards/Committees/Commissions presently serving on: None / Associate

Expiration date of Term:

Circle your voting precinct

K-1 (Carver Courts Recreation Center)

K-2 (Old Plummer Daniel's Building)

K-3 (Fairfield Recreation Center)

K-4 (Northwest Elementary School)

K-5 (Spillman Baptist Church)

K-6 (Teachers Memorial School)

K-7 (Emma Webb Recreation Center)

K-8 (Holloway Recreation Center)

K-9 (Kinston Number 4 Fire Station)

Contentnea (Contentnea Ruitan Building)

Falling Creek (Banks Elementary School Gym)

Institute (Institute Methodist Church)

Moseley Hall (Frink Middle School Gym)

Neuse (Agricultural Center)

Pink Hill 1 (Bethel Baptist Church)

Pink Hill 2 (Pink Hill Rescue Station)

Sand Hill (Sand Hill VF Department)

Southwest (Southwest VF Department)

Trent 1 (Deep Run VF Department)

Trent 2 (Moss Hill Ruitan Building)

Vance (GTP Ed & Training CTR.)

Woodington (Woodington Middle School)

CERTIFICATION

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

Signature of Applicant

10-12-15 Date

1st Appearance

RECEIVED

APPLICATION FOR APPOINTMENT  
to  
LENOIR COUNTY ADVISORY BOARDS AND COMMISSIONS

OCT 19 2015

LENOIR COUNTY  
MANAGER'S OFFICE

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

Advisory Board/Committee/Commission interested in:

LENOIR COUNTY TRANSIT - TO REPLACE TOMMY SUTTON

(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: JUDY ELLIS  
Address: 2106 EMERSON RD  
City/State/Zip: KINSTON, NC 28504  
Telephone: (Home) 527-2611 (Work) 522-2814  
Occupation: EXECUTIVE DIRECTOR  
Business Address: 1200 HULL RD. KINSTON 28504  
Age: (Optional): 59  
Number hours available per month for this position: \_\_\_\_\_  
Training: \_\_\_\_\_  
Business and Civic Experience/Skills: RETIRED, CASWELL CENTER, CURRENTLY WORKING AT R.I.A.D.D.  
Other County Boards/Committees/Commissions presently serving on: \_\_\_\_\_  
Expiration date of Term: \_\_\_\_\_

Circle your voting precinct

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

CERTIFICATION

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

Judy Ellis  
Signature of Applicant

10-13-15  
Date

RECEIVED

OCT 19 2015

LENOIR COUNTY  
TRANSPORTATION OFFICE



## Lenoir County Transportation

201 E. King St.  
P.O. Box 3289  
Kinston, NC 28501

(252)523-4171

August 25, 2015

Mr. Tommy Sutton  
3213 Evans Street  
Morehead City, NC 28557

Dear Mr. Sutton,

On behalf of Lenoir County Transit, I would like to express our sincere appreciation for your service on the Lenoir County Transit Advisory Board (LCTAB). The insight and expertise you have shared during your tenure has been a valuable asset to Lenoir County Transit and the community we serve.

According to our records your term as a LCTAB member expired on June 21, 2015. Enclosed you will find an application for your potential replacement. The original hard copy of the application should be completed and returned to me as soon as possible in order for it to be presented to the Commissioners.

Thank you for your continued support of Lenoir County Transit and the community we serve.

Sincerely,

Kim Webb  
LCT Administrative Asst. III

Enclosure

1st Appearance

APPLICATION FOR APPOINTMENT

RECEIVED

to

LENOIR COUNTY ADVISORY BOARDS AND COMMISSIONS

OCT 22 2015

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:

LCT

(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: ERIC ROUSE
Address: 2856 ALTON PHILLIPS ROAD
City/State/Zip: KINSTON NC 28504
Telephone: (Home) 252-526-0000 (Work) 252-523-3558
Occupation: SELF EMPLOYED
Business Address: 2488 OLD POOLE ROAD
Age: (Optional): 43
Number hours available per month for this position:
Training:
Business and Civic Experience/Skills:
Other County Boards/Committees/Commissions presently serving on:
Expiration date of Term:

Circle your voting precinct

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

CERTIFICATION

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

Signature of Applicant

Date 10-22-15

**RECEIVED**

OCT 22 2015

**LENOIR COUNTY  
MANAGER'S OFFICE**

**Lenoir County Transit System  
CONFLICT OF INTEREST POLICY**

No member of the Lenoir County Transit Advisory Board (TAB) or employee of the Lenoir County Transit System who is involved in making or administering a contract or service on behalf of the agency may derive a direct or indirect benefit from the contract or service. It shall further be the policy that no member of the LCT TAB or employee of LCT may solicit or receive any gifts, rewards or promise of rewards in exchange for recommending, influencing, or attempting to influence the award of a contract or services. No member of the LCT TAB or employee shall accept gifts or rewards, direct or indirectly from any person or agency for which services have been rendered by Lenoir County Transit System.

Violation of this policy shall result in removal from the LCT TAB, in the case of a member of the board, and immediate disciplinary action in the case of an employee.

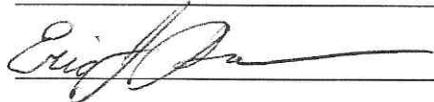
Adopted by LCT TAB on \_\_\_\_\_.

\_\_\_\_\_ LCT TAB Chairperson

\_\_\_\_\_ Date

\_\_\_\_\_ LCT Assistant Director

\_\_\_\_\_ Date

 \_\_\_\_\_ LCT TAB Member

10-22-15 \_\_\_\_\_ Date

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

**FROM:** Mike Jarman, County Manager

**DATE:** November 02, 2015

**SUBJECT:** Items from County Manager

1. Letter Concerning Wyse Fork Battlefield Historic District
2. Golden Leaf Community Based Grants Initiative
3. Land Use Plan – Revised 7/1/2011



## North Carolina Department of Natural and Cultural Resources

Pat McCrory, Governor  
Susan W. Kluttz, Secretary

Office of Archives and History  
Kevin Cherry, Deputy Secretary

October 13, 2015

Mr. Craig Hill, Chair  
Lenoir County Board of Commissioners  
2804 Westbrook Drive  
Kinston, NC 28504

RE: NRAC Approval of the Wyse Fork Battlefield Historic District, National Register  
Nomination, Lenoir and Jones Counties, North Carolina

Dear Mr. Hill:

It is a pleasure to report that on October 8, 2015 the above-named nomination to the National Register of Historic Places was approved by the North Carolina National Register Advisory Committee for submission to the U. S. Department of the Interior. A copy of the completed nomination has been compiled and will be sent to the Keeper of the National Register in Washington, D.C. for final approval.

When the property is approved by the Department of the Interior for entry in the Register, a certificate will be sent to you along with a final copy of the nomination. This will require approximately 45 days. If you have any questions, please contact Lawrence Abbott at 919-807-6554.

Sincerely,

A handwritten signature in cursive script that reads "Kevin Cherry".

Kevin Cherry  
State Historic Preservation Officer

**MAILING ADDRESS**  
4610 Mail Service Center  
Raleigh, NC 27699-4610

Telephone 919-807-7280  
Fax 919-733-8807

**LOCATION**  
109 East Jones Street  
Raleigh, NC 27601

**Items From Commissioners/Public Comments/County Attorney/Closed Session  
(if necessary)**

1. Discussion of Sweepstakes: Commissioner Rouse