

**LENOIR COUNTY BOARD OF COMMISSIONERS REGULAR MEETING: AGENDA  
MONDAY, NOVEMBER 7, 2016 – TIME: 9:00 A.M.  
COMMISSIONERS’ MEETING ROOM, LENOIR COUNTY COURTHOUSE  
130 S. QUEEN ST., KINSTON, N.C.**

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

**PUBLIC INFORMATION**

Hurricane Matthew Update

Darrell Parrish, Schedule of Values

**PUBLIC COMMENTS**

Scheduled: None

Non-Scheduled:

**CONSENT AGENDA: 10 Min.**

**ACTION**

- |  |            |
|--|------------|
| 1. Approval of Minutes: Regular Board Meeting: October 3, 2016.                          | King/Bryan |
| 2. Budget Ordinance Amendment: General Fund: Health: (Adult Health-TB): Increase: \$557. |            |

**END OF CONSENT AGENDA**

**PUBLIC HEARING/RESOLUTIONS:**

- |  |        |
|--|--------|
| 3.     A. Public Hearing Regarding Proposed Community Transportation Program<br>B. Resolution Supporting Community Transportation Program<br>C. Resolution Authorizing Persons to Execute Required Documents for<br>Community Transportation Grant | Greene |
|--|--------|

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

- |   |           |
|---|-----------|
| 4. Resolution Appointing Roger Dail as Designated Primary Agent and Tracy Chestnutt as Designated Secondary Agent for Hurricane Matthew Recovery Project. | Chestnutt |
| 5. Budget Ordinance Amendment: Insurance Proceeds/Sheriff: Increase: \$3,495.   | Chestnutt |
| 6. Resolution Approving Contract with ECM Solutions for ACA Reporting Not to Exceed: \$6,000.   | Hall      |
| 7. Budget Ordinance Amendment: General Fund: Health: (Adult Health) Increase. \$3,000.  | Huff      |

- 8. Budget Ordinance Amendment: General Fund: Health: (Adult Health-Infant Mortality): Increase. \$3,600. Huff
- 9. Resolution Approving Purchase Orders for Repairing the Neuseway Nature Center, Planetarium, Exchange Education Center, Campground and Big Daddy Express.: \$19,500. Ellis
- 10. Resolution Authorizing the Purchase of iVontronic Voting Machine Paper.: \$19,442. King
- 11. Resolution Approving Purchase Order for Tritech Software Systems.: \$4,950. Ingram
- 12. Resolution Approving a Blanket Purchase Order for Cell Extraction/Riot Control Equipment.: \$40,500. Ingram
- 13. Resolution Authorizing the Lenoir County Economic Development Department to File a Formal Application for the NC Rural Center Building Reuse Grant Program for \$425,000 for Construction and Renovation Related to Project Spirits. Pope

**APPOINTMENTS: 5 Min.**

- 14. Resolution Approving Citizens to Boards, Commissions, Etc. Board

**OTHER ITEMS: 10 Min.**

- 15. Items from County Manager. Board
- 16. **Items from County Attorney/Commissioners Public Comments/Closed Session (if necessary).** Board

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**COMMISSIONERS' MEETING ROOM, LENOIR COUNTY COURTHOUSE**  
**130 S. QUEEN ST., KINSTON, N.C.**

**Summary of Actions Taken at the October 3, 2016 Meeting**

- |     |   |          |
|-----|---|----------|
| 1.  | Approval of Minutes: Regular Board Meeting: September 19, 2016.   | Approved |
| 2.  | Resolution Approving Releases and Refunds Listed to the Individuals Herein.   | Approved |
| 3A. | Public Hearing Regarding the 2011 Community Development Block Grant (CDBG) Catalyst Program Amendment.  | Approved |
| 3B. | Resolution Authorizing a Program Amendment to the 2011 Community Development Block Grant (CDBG) Catalyst Project.   | Approved |
| 4.  | Resolution Requesting the Establishment of Fees for Rabies Vaccinations.  | Approved |
| 5.  | Resolution Authorizing Board of Elections the Release of the Help America Vote Act (HAVA) Funds: Best Buy: \$5,420.12.  | Approved |
| 6.  | Resolution Approving Purchase Order for Carolina Software, Inc.: \$5,695.   | Approved |
| 7.  | Resolution Approving Purchase Order for Lawmen's, Inc.: \$6,600.  | Approved |
| 8.  | Resolution Approving Change of Board Appointee for North Lenoir Fire and Rescue, Inc. Firemen's Relief Fund.  | Approved |
| 9.  | Resolution Authorizing FY16-7 Purchase Order for: Emergency Services: B&G Electronics and Communications, Inc.: \$9,822.  | Approved |
| 10. | Resolution Authorizing Reimbursement to the City of Kinston for Leased Computers: Hewlett-Packard Financial Services Company: \$4,136.89.   | Approved |
| 11. | Resolution Approving Purchase Order for Moye Fence Company: \$6,335.  | Approved |
| 12. | Budget Ordinance Amendment: Capital Outlay: Increase: \$50,000.   | Approved |
| 13. | Resolution Authorizing the Lenoir County Economic Development Department to File a Formal Application for the NC Rural Center Building Reuse Grant Program for \$62,500 for Business Expansion Related to Project French.           | Approved |
| 14. | Resolution Authorizing the Lenoir County Economic Development Department to File a Formal Application for the NC Rural Center Building Reuse Grant Program for Up to \$300,000 for Business Renovations to the Midtown Motor Lodge. | Approved |
| 15. | Resolution Approving the Adoption of the Lenoir County Courthouse Portrait Policy.  | Approved |

MINUTES

LENOIR COUNTY BOARD OF COMMISSIONERS

October 03, 2016

The Lenoir County Board of Commissioners met in open session at 9:00 a.m. on Monday, October 03, 2016, in the Board of Commissioners' Main Meeting Room in the Lenoir County Courthouse at 130 S. Queen St., Kinston, NC.

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

Members Absent: None

Also present were: Michael W. Jarman, County Manager, Joey R. Bryan, Assistant County Manager, Tracy Chestnutt, Finance Officer, Vickie F. King, Clerk to the Board, Robert Griffin, County Attorney, members of the general public and news media.

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

**PUBLIC INFORMATION:**

None Scheduled

**PUBLIC COMMENTS:**

None

**CONSENT AGENDA:**

1. Approval of Minutes: Regular Board Meeting: September 19, 2016.
2. Resolution Approving Releases and Refunds Listed to the Individuals Herein.

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

**CLOSED SESSION**

Upon a motion by Ms. Brown and a second by Mr. Daughety a closed session was entered into at approximately 9:06 a.m. with the following cited: Number Four (4): To discuss matters relating to the location or expansion of industries or other businesses in the area served by Lenoir County.

## **OPEN SESSION**

Upon a motion by Mr. Daughety and a second by Ms. Sutton and unanimous approval, the Board moved out of closed session at approximately 9:12 a.m. The meeting re-convened in open session at approximately 9:13 a.m. Mr. Hill stated the Board went into closed session with the following cited: Number Four (4): To discuss matters relating to the location or expansion of industries or other businesses in the area served by Lenoir County. No action was taken.

## **PUBLIC HEARINGS/RESOLUTIONS**

Upon a motion by Mr. Davis and a second by Mr. Daughety, a Public Hearing regarding Community Development Block Grant (CDBG) Catalyst Program Amendment was entered into at 9:15 a.m.

Item No. 3A was a Public Hearing regarding the 2011 Community Development Block Grant (CDBG) Catalyst Program Amendment. Mr. David Harris, RSM Harris and Associates, Inc., CDBG Project Manager, addressed the Board. Mr. Harris stated they have been working with the state regarding the changes and updates with the activity to make sure they get the project completed by the first part of next year. They have already approved most of the changes. The following was included in the program amendment: to delete the sewer improvements; provide for the replacement of a house meeting the HUD Prevention or Elimination of Slums or Blight National Objective; use remaining funds from the 2012 CDBG Scattered Site Project to pay for the replacement of a house occupied by a low-income family; and amend the budget to provide for the water and housing improvements. No activities are proposed which would result in the permanent displacement of families. Mr. Harris asked if anyone had any questions or comments. There were no comments. Upon a motion by Ms. Sutton and a second by Mr. Best, the Public Hearing was closed at 9:20 a.m.

Item No. 3B was a Resolution Authorizing a Program Amendment to the 2011 CDBG Catalyst Project: Spring Drive Housing and Community Development Project. Mr. Harris, CDBG Project Manager, stated Lenoir County was awarded \$500,000 for the CDBG 2011 Catalyst project on October 12, 2012. Along with the grant funds, the County has committed \$25,000 and the Town of LaGrange has committed \$5,000 to address housing and infrastructure needs in the Spring Drive area of LaGrange. Several changes have been discussed recently with REDD staff to address the current needs in the project area. The REDD staff has recommended incorporating all of the proposed changes into one program amendment so it will provide the details for completing all of the project activities in one document. The Board is requested to approve the submittal of program amendment to the NC Rural Economic Development Division (REDD) for the 2011 Community Development Block Grant Catalyst project on Spring Drive. Upon a motion by Ms. Sutton and a second by Ms. Brown, Item No. 3A and 3B was unanimously approved.

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

Item No. 4 was a Resolution Requesting the Establishment of Fees for Rabies Vaccinations. Mr. Joey Huff, Health Director, stated NCGS 130A-187 requires the local health director to organize and assist other organizations to conduct rabies vaccination clinics at least annually. NCGS 130A-188 requires the Board of County Commissioners to establish the fee for rabies vaccinations at County sponsored vaccination clinics.

Rabies Vaccination Clinics have been scheduled for Tuesday, October 4, 2016, at Riverbank Animal Hospital, Northside Animal Hospital, Five Oaks Animal Hospital, Countryview Animal Hospital, Faithful Friends, and Animal Hospital of Lenoir County LaGrange. Upon a motion by Mr. Daughety and a second by Mr. Best, Item No. 4 was unanimously approved.

Item No. 5 was a Resolution Authorizing Board of Elections the Release of the Help America Vote Act (HAVA) Funds: Best Buy: \$5,420.12. Ms. Dana King, BOE Director, stated the Board is requested to approve the release of HAVA funds in the amount of \$5,420.12 to allow the Board of Elections to purchase from Best Buy twenty-four (24) cameras and SD cards for use at the Precincts and one-stop sites for the Curbside Voting parking spaces. The Lenoir County Board of Elections has researched the different ways to alert Precinct workers of a person's location at the Polls, parking in the Curbside and Handicap spaces to assist Curbside Voters in a timely matter. Commissioner Davis made mention of the dollar amount in the resolution area read \$5,420.12, and in the action requested area, it read \$5,421.12. The correct figure should read \$5,420.12 in both areas. Upon a motion by Mr. Daughety and a second by Ms. Sutton, Item No. 5 was unanimously approved with the amount of \$5,421.12 being corrected to read \$5,420.12 in the action requested area of the resolution.

Item No. 6 was a Resolution Approving Purchase Order for Carolina Software, Inc.: \$5,695. Mr. Joey Bryan, Assistant County Manager, stated over the past 15 years Lenoir County's Solid Waste Department has utilized the WasteWORKS DBF version of the software to manage the weighing, billing, and collecting of Solid Waste tipping fees. In the past, the collection of data was done at the County landfill from the scale house and then was billed and collected out of the Finance Department at the Courthouse. We are moving forward with letting the Landfill Manager start doing their own billing and collections from the landfill to enhance customer service and place collections where more information on individual accounts is known. In order to make this change in billing workflow, we need to install the SQL version of the WasteWORKS software so we can access the latest changes and take advantage of the new versions enhancements. Upon a motion by Ms. Sutton and a second by Mr. Best, Item No. 6 was unanimously approved.

Item No. 7 was a Resolution Approving Purchase Order for Lawmen's, Inc.: \$6,600. Sheriff Ingram stated the Lenoir County Sheriff's Office maintains a detention facility with 285 beds for pre-trial and convicted inmates. This facility has certified detention officers who are trained to conduct cell extractions as needed for inmates who refuse to follow commands of officers and barricade themselves in a cell. Occasionally, assistance from Deputy Sheriffs is needed. Trained Detention Officers and deputies must enter the cell of these inmates to secure them so they can be moved if needed to a more secure location. Inmates have shown in past experiences that they will try to protect themselves from other compliance weapons by covering themselves with contraband to reduce or eliminate the effects of OC Spray and Tasers. This requires employees to physically contact the inmate to restrain them.

This act exposes the employees to possible acts of assault by these inmates. Specialized equipment consisting of a helmet, upper body protective padding, thigh and groin padding, shin guards and arm padding attachments are routinely worn by teams of 6 to 8 personnel when they must undertake a cell extraction of an inmate. These suits provide expanded padded protection to the employee as they encounter the inmates. Sheriff Ingram stated the Lenoir County Sheriff's Office and Detention Center currently have none of these protective suits. The Detention Officers and Deputies have completed specialized training through community colleges with other local agencies in detention centers that currently have this equipment and which have justified the need for this equipment. The Sheriff believes these protective suits will protect his employees in the event of one of these incidents and wishes to purchase 12 suits based on the various sizes that must be ordered to accommodate for different employee sizes. Upon a motion by Mr. Daughety and a second by Mr. Sutton, Item No. 7 was unanimously approved.

Item No. 8 was a Resolution Approving Change of Board Appointee for North Lenoir Fire and Rescue, Inc. Firemen's Relief Fund. Mr. Roger Dail, EMS Director, stated a local Firefighters' Relief Fund Board of Trustee's shall be elected/appointed to control the local funds. The Firefighters' Relief Fund Board of Trustee's is comprised of five- (5) people: two shall be elected by the fire department and shall either be a resident of the fire district or an active or retired member of the fire department; two shall be elected by the City/or County governing body, and members appointed pursuant to this section shall be residents of the fire district; and one shall be appointed by the Insurance Commissioner. On September, 8 & 12, 2016, the Lenoir County Emergency Services Department received a letter from North Lenoir Fire and Rescue, Inc. requesting a change of the existing Board appointed representative to their Firemen's Relief Fund Board. North Lenoir Fire and Rescue, Inc. is requesting the Board remove the existing Board appointed designees Harold Jones and Bobby Rouse, and appoint Hiram Grady and Will Thaxton to be effective immediately. Upon a motion by Mr. Daughety and a second by Mr. Best, Item No. 8 was unanimously approved.

Item No. 9 was a Resolution Authorizing FY16-17 Purchase Order for: Emergency Services: B&G Electronics and Communications, Inc.: \$9,822. Mr. Roger Dail, EMS Director, stated this action was previously approved on Resolution #7 at the August 15, 2016, board meeting; however, it was approved for Gately Communication Co. In efforts to cut cost while still providing an equal or greater product the Emergency Service Director recommends the change in vendors. This resolution is to correct the payee information. Upon a motion by Ms. Sutton and a second by Mr. Daughety, Item No. 9 was unanimously approved.

Item No. 10 was a Resolution Authorizing Reimbursement to the City of Kinston for Leased Computers: Hewlett-Packard Financial Services Company: \$4,136.89. Mr. Bill Ellis, Parks & Recreation Director, stated four years ago the City of Kinston began leasing computers for their Parks & Recreation Department. This process has allowed Parks & Recreation Department to keep up with the latest trend by replacing them every 4 years.

The Board is requested to authorize reimbursement to the City of Kinston for a lease to Hewlett-Packard Financial Services Company in the amount of \$4,136.89 for the lease of laptop and desktop computers. This reimbursement will cover Lenoir County's portion for county recreation facilities and staff. Upon a motion by Ms. Sutton and a second by Mr. Best, Item No. 10 was unanimously approved.

Item No. 11 was a Resolution Approving Purchase Order for Moye Fence Company: \$6,335. Mr. Bill Ellis, Parks and Recreation Director, stated in order to open up the Randall Pet Memorial at the Rotary Dog Park a perimeter fence is needed. This fence will keep vehicles from destroying the walking and cross country track at the dog park. Also, this fence will allow citizens to drive to the ponds and the memorial in addition to keeping the dogs free from potential injuries. The Board is requested to approve a purchase order for Moye Fence Company for the installation of a 390 foot chain link fence around the back perimeter of the Rotary Dog Park in the amount of \$6,335. Upon a motion by Ms. Sutton and a second by Mr. Daughety, Item No. 11 was unanimously approved.

Item No. 12. was a Budget Ordinance Amendment: Capital Outlay: Increase: \$50,000. Ms. Tracy Chestnutt, Finance Officer, stated the purpose of this amendment is to increase revenue and expenditures to record receipt of One NC Grant funds. Upon a motion by Mr. Daughety and a second by Mr. Best, Item No. 12 was unanimously approved.

Item No. 13 was a Resolution Authorizing the Lenoir County Economic Development Department to File a Formal Application for the NC Rural Center Building Reuse Grant Program for \$62,500 for Business Expansion Related to Project French. Ms. Amanda Conner, Economic Development Administrative Assistant, stated the North Carolina Rural Economic Development Center, Inc. (Rural Center) has authorized the awarding of grants from appropriated funds to aid eligible businesses in financing the cost of building renovations associated with an economic development project. Project French needs assistance in financing the renovations that may qualify for Rural Center funding. Project French has committed to a \$393,141 investment and the creation of 5 new jobs. Lenoir County Board of Commissioners has previously indicated its desire to assist in economic development efforts within the County. Upon receipt of the Grant Agreement for the 2016 Building Reuse project by the Rural Center, the County Manager, and the Economic Development Executive Director are hereby authorized to proceed with the execution of documents and return them to the funding agencies in the interest of proceeding with grant execution. Upon a motion by Mr. Davis and a second by Ms. Sutton, Item No. 13 was unanimously approved.

Item No. 14 was a Resolution Authorizing the Lenoir County Economic Development to File a Formal Application for the NC Rural Center Building Reuse Grant Program for Up to \$300,000 for Business Renovations to the Midtown Motor Lodge. Ms. Amanda Conner, Administrative Assistant, Economic Development stated the North Carolina Rural Economic Development Center, Inc. (Rural Center) has authorized the awarding of grants from appropriated funds to aid eligible businesses in financing the cost of building renovations associated with an economic development project. The Midtown Motor Lodge owners need assistance in financing the renovations that may qualify for Rural Center funding.

Midtown Motor Lodge owners have committed to a \$4,192,000 investment and the creation of 24 new jobs. Lenoir County Board of Commissioners has previously indicated its desire to assist in economic development efforts within the County. Lenoir County Board of Commissioners wishes the County to pursue a formal application for Rural Center Building Reuse funding to benefit the Midtown Motor Lodge and will invest a 5% match of the grant amount toward the proposed renovations as committed to in the application. Lenoir County certifies it will meet all statutory requirements of the Program. Upon receipt of the Grant Agreement for the 2016 Building Reuse project by the Rural Center, the County Manager, and the Economic Development Executive Director are hereby authorized to proceed with the execution of documents and return them to the funding agencies in the interest of proceeding with grant execution. Upon a motion by Ms. Sutton and a second by Mr. Best, Item No. 14 was unanimously approved.

Item No. 15 was a Resolution Approving the Adoption of the Lenoir County Courthouse Portrait Policy. Mr. Mike Jarman, County Manager, stated he received a letter in the County Administrative Office on September 21, 2016, from White & Allen, PA signed by David J. Fillippeli, Jr., Attorney along with a petition that was signed by thirty-two (32) members of their local bar. He mentioned in the letter their expression of permission to hang a portrait of retiring Senior Resident Superior Court Judge Paul L. Jones in the large Superior Courtroom. They asked that this matter be placed before the Lenoir County Board of Commissioners for approval. This policy was presented to us about two or three years ago from Judge Jones, but we had no need for a portrait policy at that time so we held on to it. At this time since we have received a request to put a portrait up, so we will need some type of policy in place to deal with it. Mr. Jarman stated throughout the state, it is the well-accepted tradition and policy that a portrait of any retiring judge, district attorney and/or clerks of court who served honorably to be hung at the courthouse. The county bar association, family and/or friends of any person honored normally pays for any such portrait. If one were to visit the courthouses in Greene, Wayne, Pitt, Duplin, Jones, or Wilson Counties, one would find that these counties have chosen to conform to the tradition of honoring these public servants. Lenoir County stands alone in the region as not paying homage to these individuals. The Lenoir County Courthouse Portrait Policy has been established to provide Lenoir County with consistent regulation and guidelines relating to the hanging of portraits in the courthouse. As stated in the policy it will only pertain to, District Court Judges, Superior Court Judges, District Attorneys, and Clerks of Superior Court, who are no longer serving on the bench or office, was not disbarred or removed from office for misconduct, served a minimum of ten years, and/or did not lose re-election. The Board is requested to approve/adopt the Lenoir County Courthouse Portrait Policy. This policy would allow portraits of District and Superior Court Judges, District Attorneys, and Clerks of Superior Court to be permanently hung in the designated areas in the Lenoir County Courthouse. Attorney Griffin stated to be consistent with the other listings, regarding the title of District Attorney, under the bulleted items add: "resident of Lenoir County at the time of election". Upon a motion by Ms. Sutton and a second by Ms. Brown, Item No. 15 was unanimously approved with the addition added to District Attorney's area.

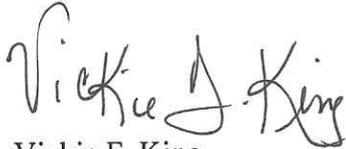
Item No. 16 was a Resolution Approving Citizens to Boards, Commissions, Etc. Ms. Brown stated since this is the first appearance for each person no action is needed at this time.

Item No. 17 was items from the county manager Mike Jarman. Mr. Jarman stated he did not have anything other than the attached planning and inspections and transit reports.

Mr. Hill stated he wanted to make sure the Board was on the same page in regards to the letter he received from Ms. Geraldine Barbour, Chairman of the African-American Heritage Commission of Kinston and Lenoir County, North Carolina. They are asking if the Commissioners would provide them with a letter of support regarding their efforts to develop the Harvey E. Beech Building, and a historic highway marker. Their plans are to have a Civil Rights History Center and Museum focusing on the impact of the late Attorney Harvey E. Beech and the civil rights achievements of other Lenoir County residents. Also, if accepted this will be the first African-American historic highway marker in Lenoir County. Upon a motion by Ms. Sutton and a second by Mr. Daughety, the Board agreed unanimously to provide the letter to the African-American Heritage Commission.

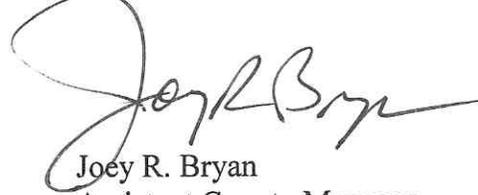
Meeting Adjourned at 9:45 a.m.

Respectfully submitted,



Vickie F. King  
Clerk to the Board

Reviewed by,



Joey R. Bryan  
Assistant County Manager

BUDGET ORDINANCE AMENDMENT:  
 GENERAL FUND:  
 HEALTH:  
 (Adult Health-TB)  
 Increase to Budget \$557.00

Item No. 2



LENOIR COUNTY, NORTH CAROLINA  
 BUDGET AMENDMENT REQUEST

FY 2016 - 2017  
 Appropriations

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

Distribution - Finance Office:

FUND		DEPARTMENT		LINE ITEM DESCRIPTION	
GENERAL		HEALTH		VARIOUS	
Check One Box New Appropriation: <input checked="" type="checkbox"/> Line Item Transfer: <input type="checkbox"/> <b>REVENUES</b>			Check One Box New Appropriation: <input checked="" type="checkbox"/> Line Item Transfer: <input type="checkbox"/> <b>EXPENDITURES</b>		
Account # and Title		Amount	Account # and Title		Amount
<u>Increase</u>			<u>Increase</u>		
100-40051-351233	Tuberculosis (State)	\$ 557.00	100-51500-419320	TB Medical Services	557.00
Total		\$ 557.00	Total		\$ 557.00

**Reason and Justification for Request:**  
 Additional funding to enhance latent tuberculosis(TB) infection (LTBI) screening and treatment.

Department Head Approval	Date	Finance Officer Approval	Date
<i>[Signature]</i>	10/20/16	<i>[Signature]</i>	11/1/16

Budget Officer Approval	Date
<i>[Signature]</i>	11/1/16

Board Approval (When Applicable)	Date	Date of Minutes

## PUBLIC HEARING NOTICE

This is to inform the public that a public hearing will be held on the proposed Lenoir County Community Transportation Program Application to be submitted to the North Carolina Department of Transportation no later than November 11, 2016. The public hearing will be held on November 7, 2016 at 9:00 a.m. before the Lenoir County Board of Commissioners.

Those interested in attending the public hearing and needing either auxiliary aids or services under the Americans with Disabilities Act (ADA) or a language translator should contact Kim Webb on or before November 2, 2016, at telephone number 252-559-6457 or via email at [kwebb@co.lenoir.nc.us](mailto:kwebb@co.lenoir.nc.us).

The Community Transportation Program provides assistance to coordinate existing transportation programs operating in Lenoir County as well as provides transportation options and services for the communities within this service area. These services are currently provided using Demand Response and Subscription routes. Services are rendered by Lenoir County Transit.

The total estimated amount requested for the period July 1, 2017 through June 30, 2018.

<u>Project</u>	<u>Total Amount</u>	<u>Local Share</u>	
Administrative	\$ 269,633	\$ 40,445	15%
TOTAL PROJECT	<b>\$ 269,633</b>	<b>\$ 40,445</b>	

**Total Funding Request      Total Local Share**

This application may be inspected at Lenoir County Transit, 201 E. King St., Kinston, NC 28501 from 9:00 a.m. to 4:00 p.m. Written comments should be directed to Kim Webb before November 4, 2016.

## AVISO DE JUNTA PÚBLICA

Este aviso es para informar al público sobre la junta pública que se llevara a cabo acerca de la aplicación de propuesta por el programa de transporte para la comunidad del Condado de Lenoir que será sometida al Departamento de Transportación de Carolina del Norte lo más tarde el 11 de noviembre del 2016. La junta pública se llevara a cabo el 7 de noviembre del 2016 a las 9:00 de la mañana frente de Comisionados del Condado de Lenoir.

Personas interesadas en atender la junta pública que necesiten ayuda auxiliaría o servicios bajo el acto de Americanos con Incapacidades o un intérprete favor de contactar a Kim Webb en o antes del 2 de noviembre del 2016, al número de teléfono (252) 559-6457 o por correo electrónico a [kwebb@co.lenoir.nc.us](mailto:kwebb@co.lenoir.nc.us).

El Programa de Transportación para la Comunidad proporciona asistencia para coordinar programas de transporte ya en existencia y operados en el Condado de Lenoir, también proporciona opciones y servicios de transporte para las comunidades en el área de servicio. Estos servicios actualmente son proporcionados usando demande la respuesta y rutas de suscripción. Servicios son rendidos por el Programa de Transporte del Condado de Lenoir.

La cantidad aproximada que será pedida para el periodo *1 de julio del 2017 al 30 de junio del 2018.*

<u>Proyecto</u>	<u>Cantidad Total</u>	<u>Porción Local</u>	
Administrative	\$ 269,633	\$ 40,445	15 %
<b>PROYECTO TOTAL</b>	<b>\$ 269,633</b>	<b>\$ 40,445</b>	

**Cantidad Total Pedida      Total de Porción Local**

Esta aplicación puede ser inspeccionada en el edificio de Transporte del Condado de Lenoir, 201 E. King St., Kinston, NC, 28501 de 9:00 de la mañana a 4:00 de la tarde. Comentarios escritos deben ser dirigidos a Kim Webb antes del 4 de noviembre del 2016.

COMMUNITY TRANSPORTATION PROGRAM RESOLUTION

**WHEREAS**, Article 2B of Chapter 136 of the North Carolina General Statutes and the Governor of North Carolina have designated the North Carolina Department of Transportation (NCDOT) as the agency responsible for administering federal and state public transportation funds; and

**WHEREAS**, the North Carolina Department of Transportation will apply for a grant from the US Department of Transportation, Federal Transit Administration and receives funds from the North Carolina General Assembly to provide assistance for rural public transportation projects; and

**WHEREAS**, the purpose of these transportation funds is to provide grant monies to local agencies for the provision of rural public transportation services consistent with the policy requirements for planning, community and agency involvement, service design, service alternatives, training and conference participation, reporting and other requirements (drug and alcohol testing policy and program, disadvantaged business enterprise program, and fully allocated costs analysis); and

**WHEREAS**, Lenoir County hereby assures and certifies that it will provide the required local matching funds; that its staff has the technical capacity to implement and manage the project, prepare required reports, obtain required training, attend meetings and conferences; and agrees to comply with the federal and state statutes, regulations, executive orders, Section 5333 (b) Warranty, and all administrative requirements related to the applications made to and grants received from the Federal Transit Administration, as well as the provisions of Section 1001 of Title 18, U.S.C.

**NOW, THEREFORE**, be resolved that the Chairman of the Lenoir County Board of Commissioners is hereby authorized to submit a grant application for federal and state funding, make the necessary assurances and certifications and be empowered to enter into an agreement with the NCDOT to provide rural public transportation services.

**AMENDMENTS:**

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

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

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
ATTEST

\_\_\_\_\_  
Date

**RESOLUTION:** Authorizing Persons to Execute Required Documents for Community Transportation Grant: FY: 2017-2018.

**SUBJECT AREA:** Administrative

**ACTION REQUESTED:** 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 to both apply for the grant and, if the Community Transportation Program Grant for FY2017-2018 is awarded to Lenoir County, fulfill the requirements of the grant.

**HISTORY/BACKGROUND:** Lenoir County Transportation began operation in October 1994 and provides transportation to the residents of Lenoir County, serving both Human Service agencies and the general public. The Lenoir County Transportation Program is a partnership between the North Carolina Department of Transportation/Public Transportation Division (DOT/PTD) and Lenoir County Government. Funding provided by NCDOT/PTD covers salaries for several administrative positions and select administrative costs at 85 percent. Matching funds are provided by local transit revenues. NCDOT has allowed LCT to manage its fleet to better meet the transportation needs of County residents.

**EVALUATION:** The N.C. Department of Transportation initiated the Community Transportation Program (CTP) to enhance transportation in counties and to meet the community transportation needs. The CTP FY 2017-18 grant application includes approximately \$269,633 for administrative funding. The administrative funding will cover 85% of salaries and fringes for four administrative employees and other administrative expenditures. This requires a 15% local match. Local funding will be secured through transit revenues. The Transportation Department advertised on October 30, 2016 for any public and/or agency comments regarding the proposed Community Transportation Program Grant Application and announced a public hearing to be held at 9:00 am during the Commissioner's regularly scheduled board meeting beginning at 9:00 am on November 7, 2016 in order to receive comments regarding the application. If approved, this resolution will allow designated persons to apply for the CTP grant and to execute the grant documents on behalf of the County if the grant for FY2017-2018 is awarded.

**MANAGER'S RECOMMENDATION:**

Respectfully Recommend Approval

*MWJ*  
Initials

**RESOLUTION: NOW THEREFORE BE IT RESOLVED** by the Lenoir County Board of Commissioners that the Lenoir County Transportation Advisory Board, the Chairman of the Board of Commissioners, County Manager or staff so designated are authorized to apply for the Community Transportation Program Grant for FY 2017-2018 and execute the required documents on behalf of Lenoir County if the grant is awarded.

**AMENDMENTS:**

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

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

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

\_\_\_\_\_  
Craig Hill, Chairman 11/7/16  
Date

\_\_\_\_\_  
ATTEST 11/7/16  
Date

**INTRODUCED BY:** Michael W. Jarman, County Manager **DATE:** 11/7/16 **ITEM NO.:** 4

**RESOLUTION:** Appointing Roger Dail as Designated Primary Agent and Tracy Chestnutt as Designated Secondary Agent for Hurricane Matthew Recovery Projects.

**SUBJECT AREA:** Community Development

**ACTION REQUESTED:** The Board is requested to approve the appointing of Roger Dail as the designated primary agent and Tracy Chestnutt as the designated secondary agent for FEMA Hurricane Matthew Recovery Projects and to authorize them to execute necessary documents associated with the application and reporting, and approve the attached “Resolution of Designation of Applicants Agent” from the North Carolina Division of Emergency Management.

**HISTORY/BACKGROUND:** On October 10, 2016, a state of emergency was declared authorizing FEMA to coordinate disaster relief efforts as a result of damage caused by Hurricane Matthew. County has submitted a “Request for Public Assistance” to FEMA to cover expenses incurred prior to, during, and after Hurricane Matthew. FEMA requires that the County appoint a designated primary agent and a designated secondary agent to execute the necessary documents associated with the application for assistance and reporting.

**EVALUATION:** Approval of this resolution will allow the County to expeditiously move ahead with the recovery efforts.

**MANAGER'S RECOMMENDATION:**

Respectfully recommend approval.

*MW*  
Initials

**RESOLUTION: NOW THEREFORE BE IT RESOLVED** by the Lenoir County Board of Commissioners that Roger Dail is appointed as the designated primary agent and Tracy Chestnutt is appointed as the designated secondary agent for Hurricane Matthew recovery efforts and authorizes them to execute all necessary documents associated with the project worksheets and reporting, and be it further resolved this Board approves the attached "Resolution of Designation of Applicants Agent" from the North Carolina Division of Emergency Management, which is attached and made part of this resolution by reference.

**AMENDMENTS:**

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

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

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

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

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

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
Attest

\_\_\_\_\_  
Date

**RESOLUTION  
DESIGNATION OF APPLICANT'S AGENT**  
North Carolina Division of Emergency Management

Organization Name (hereafter named Organization) **County of Lenoir** Disaster Number: **FEMA-4295-DR-NC**  
 Applicant's State Cognizant Agency for Single Audit purposes (If Cognizant Agency is not assigned, please indicate):

Applicant's Fiscal Year (FY) Start Month: **July** Day: **1**

Applicant's Federal Employer's Identification Number  
**56-6000314**

Applicant's Federal Information Processing Standards (FIPS) Number  
**107 -99102- 00**

PRIMARY AGENT	SECONDARY AGENT
Agent's Name <b>Roger Dail</b>	Agent's Name <b>Tracy Chestnutt</b>
Organization <b>County of Lenoir</b>	Organization <b>County of Lenoir</b>
Official Position <b>Emergency Services Director</b>	Official Position <b>Finance Officer</b>
Mailing Address <b>P.O. Box 3289</b>	Mailing Address <b>P.O. Box 3289</b>
City, State, Zip <b>Kinston, NC 28502</b>	City, State, Zip <b>Kinston, NC 28502</b>
Daytime Telephone <b>252-559-1911</b>	Daytime Telephone <b>252-559-6464</b>
Facsimile Number <b>252-559-6152</b>	Facsimile Number <b>252-559-6454</b>
Pager or Cellular Number <b>252-521-4963</b>	Pager or Cellular Number <b>910-290-1746</b>

BE IT RESOLVED BY the governing body of the Organization (a public entity duly organized under the laws of the State of North Carolina) that the above-named Primary and Secondary Agents are hereby authorized to execute and file applications for federal and/or state assistance on behalf of the Organization for the purpose of obtaining certain state and federal financial assistance under the Robert T. Stafford Disaster Relief & Emergency Assistance Act, (Public Law 93-288 as amended) or as otherwise available. BE IT FURTHER RESOLVED that the above-named agents are authorized to represent and act for the Organization in all dealings with the State of North Carolina and the Federal Emergency Management Agency for all matters pertaining to such disaster assistance required by the grant agreements and the assurances printed on the reverse side hereof. BE IT FINALLY RESOLVED THAT the above-named agents are authorized to act severally. PASSED AND APPROVED this **7** day of **November, 2016**

GOVERNING BODY	CERTIFYING OFFICIAL
Name and Title	Name
Name and Title	Official Position
Name and Title	Daytime Telephone

**CERTIFICATION**

I, \_\_\_\_\_, (Name) duly appointed and \_\_\_\_\_ (Title) of the Governing Body, do hereby certify that the above is a true and correct copy of a resolution passed and approved by the Governing Body of \_\_\_\_\_ (Organization) on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

BUDGET AMENDMENT-INSURANCE PROCEEDS/SHERIFF  
INCREASE \$3,495



LENOIR COUNTY, NORTH CAROLINA  
BUDGET AMENDMENT REQUEST

FY 16-17  
Appropriations

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

Distribution - Finance Office:

FUND	DEPARTMENT	LINE ITEM DESCRIPTION
GENERAL FUND	FINANCE/INSURANCE/SHERIFF	VARIOUS
<b>Check One Box</b> New Appropriation: <input checked="" type="checkbox"/> Line Item Transfer: <input type="checkbox"/> <b>REVENUES</b>		<b>Check One Box</b> New Appropriation: <input checked="" type="checkbox"/> Line Item Transfer: <input type="checkbox"/> <b>EXPENDITURES</b>
Account # and Title	Amount	Account # and Title Amount
<u>INCREASE</u>		<u>INCREASE</u>
40080-384285 INSURANCE	3,495	43310-435300 MAINTENANCE/REPAIRS VEHICLES 3,495
Total	3,495	Total 3,495

Reason and Justification for Request:

THE PURPOSE OF THIS AMENDMENT IS TO APPROPRIATE FUNDS FOR RECEIPT OF INSURANCE PROCEEDS FOR DAMAGES ON A 2014 DODGE CHARGER FOR THE SHERIFF'S DEPARTMENT

Department Head Approval <i>Leacy Chestnutt</i>	Date 11/1/2016	Finance Officer Approval <i>Leacy Chestnutt</i>	Date 11/1/2016
Budget Officer Approval <i>[Signature]</i>	Date 11/1/16		
Board Approval (When Applicable)	Date	Date of Minutes	

**INTRODUCED BY:** Michael W. Jarman, County Manager **DATE:** 11/07/16 **ITEM NO.:** 6

**RESOLUTION:** Approve Contract with ECM Solutions for ACA Reporting Not to Exceed \$6,000.

**SUBJECT AREA:** Purchases/Bids

**ACTION REQUESTED:** The Board is requested to approve a contract with ECM Solutions for the purpose of the Affordable Care Act reporting for calendar year 2016 in an amount not to exceed \$6,000.

**HISTORY/BACKGROUND:** The enactment of the Affordable Care Act has placed a huge burden on businesses and government entities regarding health insurance. With the mandated reporting requirement associated with providing health care, there is a vast amount of data to be compiled. The current payroll software the County uses does not support any type of ACA reporting and the information is currently being compiled on a huge spreadsheet. Although this information is stored on a spreadsheet, the reporting has to be formatted to be printed on standardized IRS forms. Human Resources came before the Board last year with a contract from ECM Solutions to perform this task. The new payroll/HR software will be in use beginning January 2017, which will eliminate the need for this contract next year.

**EVALUATION:** ECM Solutions did a wonderful job last year in creating IRS Form 1095-C for each Lenoir County Employee. They then generated the IRS Form 1094-B that is required by the IRS. They will perform the same duties this year and will have all completed information to the IRS by the electronic deadline of March 31, 2017.

**MANAGER'S RECOMMENDATION:**

Respectfully Request Approval

  
Initials

**RESOLUTION: NOW THEREFORE BE IT RESOLVED** by the Lenoir County Board of Commissioners that the contract with ECM Solutions for ACA reporting in an amount not to exceed \$6,000. be approved.

**AMENDMENTS:**

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

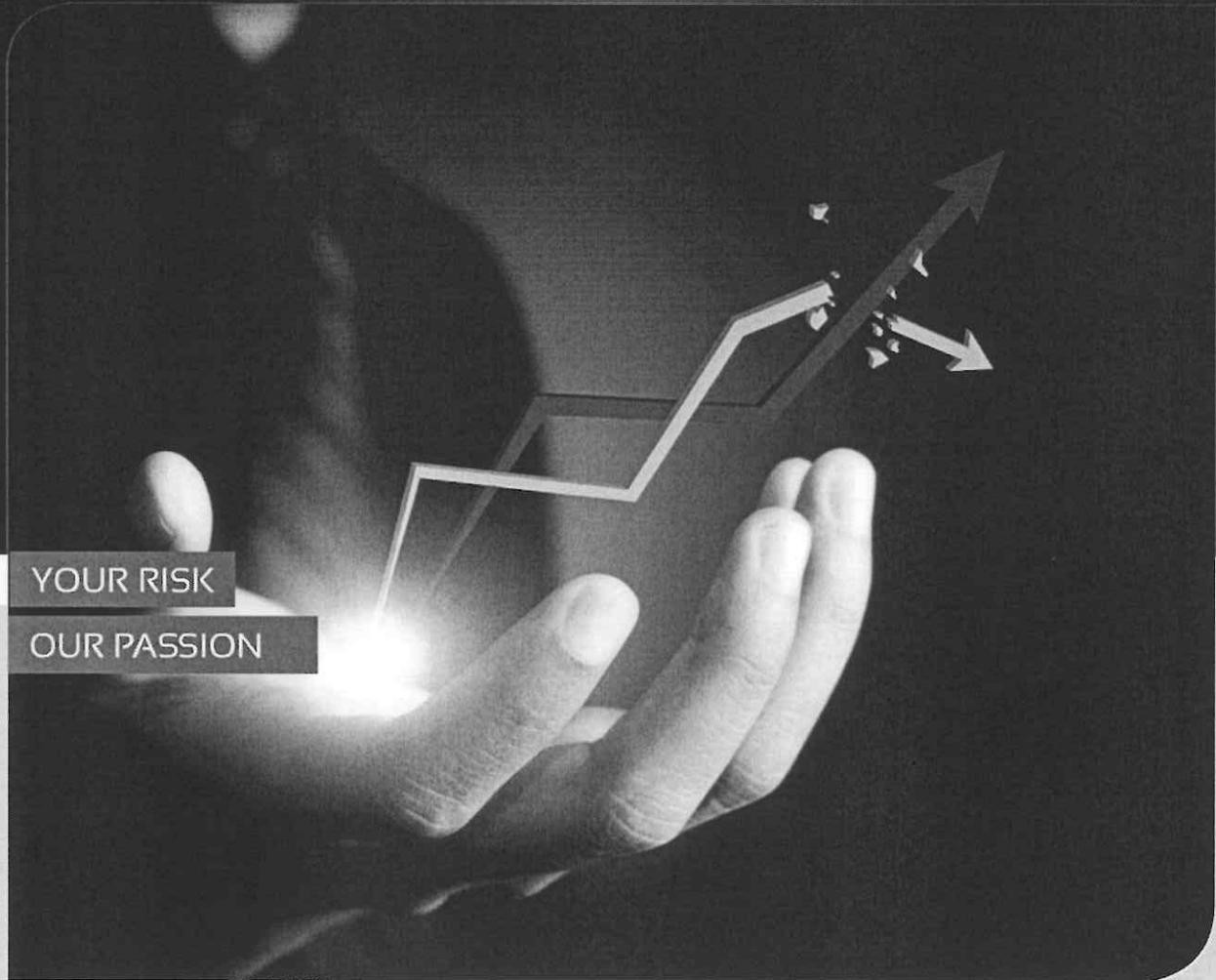
**APPROVED** \_\_\_\_\_ **DENIED** \_\_\_\_\_ **UNANIMOUS** \_\_\_\_\_

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

\_\_\_\_\_  
Craig Hill, Chairman 11/7/16  
Date

\_\_\_\_\_  
Attest 11/7/16  
Date

# ECM SOLUTIONS



YOUR RISK

OUR PASSION

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

**ECM**  
SOLUTIONS



September 30, 2016

We appreciate the opportunity to discuss the ACA Reporting to the IRS for tax code 6055 & 6056. Included in this proposal is some background information regarding these reports as well as the proposal for 2016 reporting year.

The continued challenges imposed by the Affordable Care Act come in two primary forms: First, regulations that negatively impact health plan sponsorship such as Patient Centered Outcomes Research Institute (PCORI), reinsurance and HIT taxes or second, regulations that create extra work, for example W-2 reports or variable hour tracking.

It's the second category where employers start to become front-and-center as we move into 2016. All employers with more than 50 full-time equivalent employees, as well as those that are self-funded will face difficult reporting and recordkeeping with the Internal Revenue Service's 6055 and 6056 rules. This section of the ACA is designed to report the health care coverage offered to full-time employees and their dependents. IRS 6055 will enforce minimum essential coverage for the individual mandate. IRS 6056 will enforce employer shared responsibility requirements around the employer mandate. Both of these filings will be due in the first part of 2017 for the plan year of 2016.

### **Challenge with current Payroll and HRIS Systems**

When it comes to benefits information, most employer HR systems usually only keep track of the payroll deduction amount and corresponding code for employees. Form 6055 will require dependent information and 6056 will need dependent election details, which is not normally captured in an HR database. IRS 6056, especially in the standard reporting form, requires an extensive amount of information including employee details and coverage counts on a monthly basis, affordability tests, cost sharing and reason coverage was not offered to certain employees.

To qualify for the simplified filing, which will be far less onerous, the employer has to certify that coverage was offered to 95% of all full-time employees. The certification also eliminates the possibility of paying the \$2,000 per employee penalty. Without some form of electronic tracking to record the enrollment election/waiver (for employees and dependents) and a time and date stamp of the event, employers will have a difficult time meeting the simplified filing guidelines.

### **ECM Solutions**

Scott Ogburn, VP Senior Consultant [Ogburn@ecmins.com](mailto:Ogburn@ecmins.com)  
531 S. Main Street Suite 300, Greenville, SC 29601  
[www.ecmins.com](http://www.ecmins.com)

# Our Process

We have built a proprietary process to help employers meet their IRS reporting obligations in an efficient and simple manner.

When it comes to Affordable Care Act (ACA) Compliance, and specifically ACA IRS Reporting, we believe it all comes down to services. Ultimately employers just want to know that their compliance is complete and the IRS receives their form file. We make the entire employers process simple and easy. ACA Compliance and IRS Form File Services. Our goal is to make the life of employers simple, when it comes to IRS 6055 and 6056.

Employers recognize that their compliance with all Affordable Care Act compliance items is critical to their success as a business. We make it easy.



## CHOOSE YOUR ACA, IRS REPORTING PACKAGE

Begin by purchasing your IRS compliance package. Orders will be processed and you will receive a confirmation.



## COMPLETE EMPLOYER ACA DISCOVERY SESSION

Within 24 hours, you will receive a follow up email or call to arrange the next steps and discovery session.



## EMPLOYERS REMIT PAYROLL & ENROLLMENTS

You will receive a template which you can share with your payroll and health plan administration services vendors.



## GENERATE, DELIVER & SUBMIT IRS REPORTING

We create your account, load your plans, payroll and enrollment data. Finally, we generate the reports and file to the IRS.

## Process then follows the IRS Regulations

<b><u>Form 1094-C Transmittal/cover sheet</u></b>	We send to IRS with Forms 1095-C
<b><u>Form 1095-C Employer-Provided Health Insurance Offer and Coverage • Self-funded employers must complete Parts I, II and III • Fully insured employers only complete Parts I and II</u></b>	We send to IRS <i>Deadline for 2065 Reporting: Feb. 28, 2017 (paper) or March 31, 2017 (electronic)</i> *We send to employees <i>Deadline for 2016 Reporting: January 31, 2017</i>
<b><u>Form 1094-B Transmittal/Cover Sheet</u></b>	We send to IRS with Forms 1095-B
<b><u>Form 1095-B Health Coverage • Fully insured plan members only</u></b>	We send to IRS <i>Deadline for 2016 Reporting: Feb. 28, 2017 (paper) or March 31, 2017 (electronic)</i> *We send to members <i>Deadline for 2016 Reporting: January 31, 2017</i>

# Pro-ACA Reporting Proposal



<i>Option 1</i>	Budget Package	Enhanced Package	True Full-Service
Reporting Software	✓	✓	✓
1094 & 1095 Creation	✓	✓	✓
1095-C Codes	✓	✓	✓
PDF Format Forms	✓	✓	✓
E-File to IRS	✓	✓	✓
HIPAA Compliant	✓	✓	✓
Any Payroll	✓	✓	✓
Any Medical Plan	✓	✓	✓
Customer Support	Email Only	Email & Phone	Email & Phone
Data Resubmissions	Only 1	Up to 3	Unlimited
Quality Control		✓	✓
Hourly Tracking		✓	✓
1-Hour Reporting Experience			✓
Account Manager			✓
Data Manipulation			✓
Test Data			✓
Penalty Consulting			✓
Affordability Consulting			✓
Variable Hour Consulting			✓

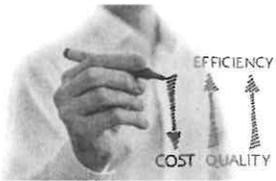
# 2016 Reporting Pricing

	<a href="#">Budget Package Click Here</a>	<a href="#">Enhanced Package Click Here</a>	<a href="#">True Full Service Package Click Here</a>
<b>Package Details</b>			
Up to 100 Forms	\$1,500	\$4,000	\$4,680
100 - 500 Forms	\$2,200	\$5,500	\$6,210
500 – 1,000 Forms	\$2,900	\$6,000	\$7,020
1,000 – 1,500 Forms	\$3,600	\$7,000	\$7,740
1,500 - 2,000 Forms	\$4,300	\$7,900	\$8,550
2,000 – 2,500 Forms	\$5,000	\$8,600	\$9,270
2,500 – 3,000 Forms	\$5,800	\$9,300	\$12,240
3,000 – 3,500 Forms	\$6,500	\$11,300	\$13,500
3,500 – 4,000 Forms	\$7,200	\$12,500	\$14,850
4,000 – 4,500 Forms	\$7,900	\$13,600	\$16,110
4,500 – 5,000 Forms	\$8,600	\$14,800	\$17,370
5,500 – 6,000 Forms	\$9,300	\$15,900	\$18,720
6,000 – 6,500 Forms	\$10,000	\$17,000	\$19,980
6,500 – 7,000 Forms	\$10,800	\$18,000	\$21,240
7,500 – 8,000 Forms	\$11,500	\$19,200	\$22,500
8,000 – 8,500 Forms	\$12,200	\$20,300	\$23,850
8,500 – 9,000 Forms	\$12,900	\$21,500	\$25,110
9,500 – 10,000 Forms	\$13,600	\$22,600	\$26,370
10,000 – 10,500 Forms	\$14,300	\$23,800	\$27,720
10,500 – 11,000 Forms	\$15,000	\$24,900	\$28,980
11,000 – 11,500 Forms	\$15,800	\$26,000	\$30,240
11,500 – 12,000 Forms	\$16,500	\$27,000	\$31,500
12,000 – 12,500 Forms	\$17,200	\$28,200	\$32,850
12,500 – 13,000 Forms	\$17,900	\$29,300	\$34,110
13,000 – 13,500 Forms	\$18,600	\$30,500	\$35,370
13,500 – 14,000 Forms	\$19,300	\$31,600	\$36,720

# Pro-ACA Reporting Proposal - *Option Two*

As an alternative, if you would be open to giving **ECM's Solutions** an opportunity to be the exclusive worksite benefit provider of your ancillary coverages. We would offset the cost for the ACA Reporting, with any commission we would receive from of these coverages. ECM would only require that we have an opportunity to meet with 80% of the employee workforce to explain the benefits being offered, depending on the needs of your organization. Depending upon the carrier chosen this would include one on one meetings with new hires each month and during your open enrollment period. The coverages offered would be mutually agreed upon by the employer, so that the employees are protected and not oversold. We would conduct the following as part of this process:

- Market Evaluation
- Side by Side Comparison of Cost and Plan Design
- Enrollment Meetings and Presentations to staff



## ***Strategic Benefit Planning (included in Option 2)***

Design and Implementation of a 3-5 year Risk Reduction strategy to maintain employer and employee cost as well as Benefit Enhancements. To include marketing of the Benefit Plans to private insurers, with a Full presentation to Council or Board of Directors.



## ***Electronic Benefit Portal (included in Option 2)***

An Employee Online Benefit Portal cobranded with the County Logo and colors can keep your employees informed about their benefits and save you time, money and energy. This portal is available 24/7 and can be accessed from anywhere. It also has a built in app for your smart and communication pieces can be pushed out to your employees through this app.

<http://ecmdemo.touchpointsonline.com>

Pocket Pal Demo Code: ecmdemo



## ***Human Resources Monthly Training (included in Option 2)***

Each Monthly webinar is conducted organized and conducted by a qualified attorney. They are experts in their field and provide facts you need to comply with benefits and labor laws.

# Additional Services



## ***Annual Benefits Statements***

Annual benefits statements illustrate employer contributions for Social Security, federal unemployment, Medicare, workers' compensation, as well as life, accident, health insurance and retirement plans.



## ***Onsite Disease Management & Wellness***

Monthly onsite Risk Management through employee Health Coaching and Chronic Condition management.

- Monthly Wellness Seminars
- Onsite BioMetric Screenings



## ***Benefits Communication***

Custom enrollment packets with Personal Benefits Summary, Benefits Guide, Consolidated Election Form, and more. Presentations and videos for group meetings or online access to prepare employees for enrollment and educate them on their benefits.

- New hires
- Employment status changes
- Annual enrollments

## SERVICES AGREEMENT

This Services Agreement (“Agreement”) by and between **SKY INSURANCE TECHNOLOGIES, LLC**, a South Carolina limited liability company located at 18 Interchange Blvd, Suite A Greenville, SC 29607, and \_\_\_\_\_, (“Client”) a

\_\_\_\_\_ located at \_\_\_\_\_, is effective as of \_\_\_\_\_ (“Effective Date”).

### BACKGROUND

Sky Insurance Technologies LLC and/or its subcontractors (collectively, “SKY ACA Reporting”) provide a service to prepare and file Internal Revenue Service reports to document employee and dependent enrollment in employer sponsored health plans as required under Sections 6055 and 6056 of the Internal Revenue Code (the “Code”), enacted by the Patient Protection and Affordable Care Act.

NOW, THEREFORE, in consideration of the mutual agreements set out below, the parties agree as follows:

1. Services. Subject to the obligations of Client under this Agreement, SKY ACA Reporting shall provide to Client those services described on Addendum 1 (the “Services”) attached hereto and incorporated herein by reference.
2. Term. Unless sooner terminated as provided in this Agreement, this Agreement shall continue for an initial term of one (1) year, beginning on the Effective Date.

Except to the extent (if any) otherwise provided in this Agreement, Client may extend the term of this Agreement (subject to the "Termination" sections below), on the same terms and conditions as in effect just before the then-current end of the term, for up to one period of (1) year by providing written notice to Sky Insurance Technologies LLC no later than [60 days before the then-current end of the term]. Payment for the period of the extension shall be based upon the products and services selected by Client as well as the rates as in effect for the Services on the date of the extension of this Agreement.

Client may not extend the term of this Agreement if at the time of its notice of extension it is in material breach of this Agreement.

3. Performance of Services. SKY ACA Reporting will arrange to provide the Services to Client as specified in this Agreement.
  - 3.1 SKY ACA Reporting warrants to Client, and to no other party (including individuals who receive an IRS form created from the Services), that SKY ACA Reporting will use commercially reasonable care in providing the Services under this Agreement. As SKY ACA Reporting’s sole liability and Client’s sole and exclusive remedy under this Agreement for erroneous information reporting, SKY ACA Reporting will reprocess the applicable form at no additional charge to Client.

- 3.2 Client understands and acknowledges that SKY ACA Reporting shall provide the Services based on information provided to SKY ACA Reporting by Client. Client is exclusively responsible for providing SKY ACA Reporting with accurate and timely information required by SKY ACA Reporting as described in Addendum 2. Client further understands that SKY ACA Reporting will be entitled to rely fully on the accuracy and completeness of the information submitted by Client to SKY ACA Reporting, and that SKY ACA Reporting shall have no duty or responsibility to verify such information. SKY ACA Reporting shall not be liable for any Damages (as defined in Section 8 of this Agreement) resulting from Client's failure to provide accurate and timely information required for SKY ACA Reporting to provide the Services. Client is solely responsible for the accuracy and review of any IRS forms created or resulting from the use of the data provided by Client.
- 3.3 Notwithstanding any other provision of this Agreement, Client understands and acknowledges (i) that Client shall retain all liability and responsibility under applicable federal and state law, including without limitation, liability under Code Sections 4980H, 6055 and 6056, and (ii) that SKY ACA Reporting does not, by virtue of this Agreement, assume any responsibility or liability for any obligations which by law must remain with Client in its capacity as an "applicable large employer" (as that term is defined under Code Section 4980H), including without limitation Client's liability under Code Sections 4980H, 6055 and 6056.
- 3.4 SKY ACA Reporting acknowledges and understands that it may have access to protected health information of individuals participating in Client's group health plan(s) during the course of this Agreement, as the term "protected health information" is defined under the Health Insurance Portability and Accountability Act and amendments thereto and regulations promulgated thereunder ("HIPAA"). SKY ACA Reporting will not use or disclose such PHI other than as required to perform the Services set forth under this Agreement or as permitted under the Business Associate Agreement executed by both parties in the form attached hereto as Addendum 3 and incorporated by reference herein.
4. Payment. For provision of the Services, SKY ACA Reporting shall be compensated by Client based upon the products and services selected by Client as well as the rates as in effect for the Services on the date of execution of this Agreement. The parties agree that amounts payable by Client to SKY ACA Reporting for the Services represent fair market value for the Services. The parties agree that amounts payable by Client to SKY ACA Reporting for Services are due in full upon execution of this Agreement.
5. Termination.
- 5.1 Either party may terminate this Agreement at any time, without cause, by providing not less than (30) days' prior written notice stating the intended date of termination. If Client terminates the Agreement without cause, Client will not be entitled to any refund of any fees or payments made.
- 5.2 Either party may terminate this Agreement in the event the other party defaults in performance of any of its duties and obligations and the default is not cured within thirty (30) days after written notice is given to the defaulting party which specifies in reasonable detail the default in performance.

6. Additional Obligations of Client. As a condition precedent to the provision of the Services, Client shall perform those additional obligations listed in Addendum 2.

7. Indemnification

7.1 Client shall indemnify, hold harmless and defend SKY ACA Reporting, its officers, directors, shareholders and employees, from and against any and all liability, loss, damage, claim, causes of action, and expenses (including reasonable attorneys' fees)("Damages") whether or not covered by insurance, caused or asserted to have been caused by, or arising out of, directly or indirectly, or as a result of the performance by Client (and/or its agents, employees, officer and directors) under this Agreement or any information provided to SKY ACA Reporting by Client or any agent, employee or contractor of Client.

7.2 Subject to the limitations set forth in Sections 3 and 8.1, SKY ACA Reporting shall indemnify, hold harmless and defend Client, its officers, shareholders, directors and employees, from and against any and all Damages, whether or not covered by insurance, caused or asserted to have been caused, directly or indirectly, by or as a result of the performance of any gross negligence or intentional acts by SKY ACA Reporting and/or its shareholders, agents, employees and/or subcontractors (other than Client) in the performance of its obligations under this Agreement.

8. Limitation of Liability.

8.1 Notwithstanding anything in this Agreement to the contrary and specifically separate Business Associate Agreement provisions for indemnification and hold harmless related to HIPAA in Addendum 3, Section 8 (k), Client agrees that in no event will it seek to hold SKY ACA Reporting liable for (i) any claims, for incidental, lost profits, consequential, or any similar damages or lost profits related to the Services provided by SKY ACA Reporting under this Agreement or (ii) any claim, loss, damages, whether directly in contract, tort or otherwise, or through a claim for indemnity or contribution, in excess of the aggregate amount of any fees paid by Client to SKY ACA Reporting for this engagement, even if SKY ACA Reporting has been advised of the possibility of such claims, losses, or damages. Further, it is agreed by Client that the definition of fees paid to SKY ACA Reporting will not include fees associated with postage and mailing of prepared IRS reporting forms.

9. General.

9.1 Notices. Any notice required or desired to be given in respect to this Agreement shall be deemed to be given upon the earlier of (i) actual delivery to the intended recipient or its agent delivered by hand or by a nationally recognized overnight courier service, or (ii) upon the third business day following deposit in the United States mail, postage prepaid, certified or registered mail, return receipt requested. Any such notice shall be delivered to the respective addresses set out below, or to such other address as a party shall specify in the manner required by this Section 9.1. The respective addresses are:

If to SKY ACA Reporting:

If to Client:

18 Interchange Blvd.; Suite A  
Attention: Amanda Combs  
Greenville, SC 29607

\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

- 9.2 Alternate Dispute Resolution. The parties firmly desire to resolve all disputes arising hereunder without resort to litigation in order to protect their respective business reputations and the confidential nature of certain aspects of their relationship. Accordingly, the parties agree to first mediate, before filing a lawsuit, any controversy or claim arising out of or pertaining to this Agreement, or the breach thereof, which mediation shall be conducted in Greenville, South Carolina. The mediator shall be mutually agreed to by the parties and shall not have previously represented SKY ACA Reporting, Client or any affiliate of either party in any capacity. No disclosure of the mediation process or the result thereof shall be made by the parties except as required by the law or as necessary or appropriate to enforce the terms of any binding agreement executed by the parties at the conclusion of such mediation.
- 9.3 No Third Party Beneficiaries. This Agreement is entered into for the sole benefit of SKY ACA Reporting and Client. Nothing contained herein or in the parties course of the dealings shall be construed as conferring any third party beneficiary status on any person or entity not a party to this Agreement, including without limitation, any employee of Client.
- 9.4 Independent Contractors. The parties are independent contractors and neither party is an employee, agent, servant, representative, partner, or joint venturer of the other. Neither party has the right or ability to bind the other to any agreement with a third party, or to incur any obligation or liability on behalf of the other party, without the other party's written consent. SKY ACA Reporting shall be solely responsible for all compensation, benefits, and taxes associated with its employees and their performance under this Agreement.
- 9.5 Amendments; Waivers. No waiver of any term or condition is valid unless in writing and signed by authorized representatives of both parties, and will be limited to the specific situation for which it is given. No amendment or modification to this Agreement shall be valid unless set forth in writing and signed by authorized representatives of both parties.
- 9.6 Governing Law. This agreement will be governed by and construed in accordance with the laws of the State of South Carolina.
- 9.7 Severance. Whenever possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement is found to violate a law, it will be severed from the rest of the Agreement and ignored and a new provision deemed added to this Agreement to accomplish to the extent possible, the intent of the parties as evidenced by the provision so severed. The headings used in this Agreement have no legal effect.

- 9.8 Entire Agreement. This Agreement, and its attached Addenda, Exhibits, Attachments, and Schedules, as so designated, set forth the entire agreement and understanding of the parties relating to the subject matter contained herein, and merges all prior discussions and agreements, both oral and written, between the parties. Each party agrees that use of pre-printed forms, including, but not limited to email, purchase orders, acknowledgements or invoices, is for convenience only and all pre-printed terms and conditions stated thereon, except as specifically set forth in this Agreement, are void and of no effect.
- 9.9 Compliance with Laws. The parties expressly agree to abide by any and all applicable federal and/or state statutes, rules and regulations applicable to the parties in connection with this Agreement. In particular, without limitation, Client shall comply with all federal and state laws and regulations governing Client's relationship with its employees and other participants in Client's health insurance plans.
- 9.10 Non-Solicitation. Each party agrees not to solicit the employment of or hire any employee of the other until the expiration of a period of twenty-four (24) months after such employee of the other party shall have been last employed or retained by the other party.
- 9.11 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. Such executions may be transmitted to the parties by facsimile and such facsimile execution shall have the full force and effect of an original signature.
- 9.12 Confidentiality. During the term of this Agreement and at all times thereafter, each party agrees that it shall not cause or permit (i) any employee, officer, director, manager, owner, other affiliates or agent of such party to, (ii) any officer, director, manager, shareholder, owner, employee or other affiliate or agent of any entity in which such Party owns an interest to, or (iii) any professional advisors of such Party to (such persons in (i), (ii) and (iii) collectively, referred to as the "Representatives" of a party) except for the express and limited purposes set forth in this Agreement, use, disclose, publish, or otherwise disseminate, the terms of this Agreement or any of the confidential information of the other party to any third parties.
- 9.13 Proprietary Rights. This Agreement, discovery session, proprietary software, discovery workbooks and all other materials used by SKY ACA Reporting in the performance of Services or provided to Client in connection with the Services (collectively, the "Materials") are confidential and proprietary to SKY ACA Reporting and SKY ACA Reporting reserves all right, title, and interest in and to the Materials. All information set forth in the Materials is confidential and proprietary to ACA Reporting and may not be disclosed in any manner by Client or its officers, directors, employees, agents, or contractors to any person or entity. Any disclosure, use, reproduction, or transmission of the Materials is expressly prohibited without the prior written consent of SKY ACA Reporting which may be withheld in SKY ACA Reporting's sole discretion.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day and year first written herein.

**SKY INSURANCE TECHNOLOGIES, LLC:**

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

Its (*Title*): \_\_\_\_\_

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

Date: \_\_\_\_\_

**AUTHORIZED SIGNOR OF CLIENT:**

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

Its (*Title*): \_\_\_\_\_

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

Date: \_\_\_\_\_

## ADDENDUM 1: GENERAL DESCRIPTION OF SERVICES

SKY ACA Reporting will provide the Services listed in this Addendum 1. As a condition to SKY ACA Reporting performing the Services, Client shall perform the obligations listed in Addendum 2.

1. Client will have access to SKY ACA Reporting's proprietary software and discovery session designed to collect the necessary information to complete required IRS reporting under Sections 6055 and 6056 of the Internal Revenue Code.
2. Client will have access to customer support via phone and email support according to the service package purchased and as described at the time of purchase, as well as in Section 9 of this Addendum 1.
3. SKY ACA Reporting will enter into a Business Associate Agreement with Client.
4. SKY ACA Reporting will accept the final employer information, plan information, enrollment and payroll data submitted by Client in accordance with Addendum 2, and will create the necessary forms 1094 and 1095 for filing.
5. SKY ACA Reporting will provide a .pdf version copy to Client of all forms 1094 and 1095 created on the later of (i) 10 days after the submission by the Client to SKY ACA Reporting of final payroll and enrollment information for the reporting calendar year, or (ii) 5 days prior to the IRS deadline for providing forms to employees and other required recipients (e.g., COBRA beneficiaries and retirees).
6. SKY ACA Reporting will transmit the generated forms to the IRS on behalf of Client by the later of (i) 10 days after final approval by the Client, or (ii) than the final deadline the forms need to be electronically filed to the IRS.
  - a. Once SKY ACA Reporting has transmitted the forms to forms to the IRS, they will notify the client of the status of that transmission within a reasonable amount of time. If there are any discrepancies that are within the control of SKY ACA Reporting, they will make any necessary corrections and refile with the IRS.
  - b. Any discrepancies or reported errors that are outside of the control of SKY ACA Reporting will be communicated to Client, as well as what information is necessary to correct them.
  - c. As much as it is able to, SKY ACA Reporting will work directly with the IRS on behalf of Client to ensure that a successful transmission occurs.
7. SKY ACA Reporting will assist Client with IRS inquiries and audits if this service was purchased. If Client elected this service, if there is ever an IRS audit or inquiry regarding the forms created pursuant to this Agreement, SKY ACA Reporting will assign an account manager upon being notified of such audit or inquiry by Client. The account manager will provide direct assistance to Client in meeting the data requests of the IRS.
8. SKY ACA Reporting will maintain electronic copies of (i) enrollment and payroll files received from Client, (ii) Client's completed discovery sessions and collected necessary ACA reporting information,

and (iii) 1094 and 1095 forms created for Client under this Agreement for a period of eight (8) years after the execution of this Agreement.

9. Description of Additional Services for ‘Enhanced’ and/or ‘True Full Service’ Purchases

- 9.1 If Client purchases an ‘Enhanced’ or ‘True Full Service’ package, they will have additional support from an assigned account manager.
- 9.2 Within three business days of confirmation of payment for the ‘Enhanced’ or ‘True Full Service’ the account manager will make every reasonable effort to schedule the initial ‘Discovery Interview Session’ at a time that is convenient for Client. SKY ACA Reporting cannot be responsible for any failure by Client to respond to requests and/or correspondence by the account manager.
- 9.3 ‘Form Quality Control Checks’ shall be performed on a random sampling of a reasonable number of forms (approximately 10%). Should any discrepancies be identified during the quality control process more forms may be checked, as determined by SKY ACA Reporting. This service is offered as a convenience to ensure that information was input correctly into the proprietary software and discovery workbook, and is not meant to replace or relieve Client’s responsibility for the accuracy of any information reported to the IRS.
- 9.4 SKY ACA Reporting will accept and review test data submitted by Client in accordance with Addendum 2, to ensure that SKY ACA Reporting will have access to the necessary information to complete the required IRS forms.
- 9.5 Additional consulting can be provided to Client by their account manager and may be in the form of a report generated with final forms.
- 9.6 If Client purchases a ‘True Full Service’ package, they will have access to additional services for assistance with variable hour employees, if necessary, as well as processing un-formatted payroll and enrollment data.
- 9.7 With the purchase of a ‘True Full Service’ package, SKY ACA Reporting will provide Client with a specific number of data team hours which will be used to process the Clients raw, unformatted payroll and enrollment data or variable hour data. The number of hours will be based upon the size of Client package purchased as follows:
  - UP TO 100 FORMS - 8 Hours
  - 100 – 500 FORMS - 11 Hours
  - 500 – 1,000 FORMS - 12 Hours
  - 1,000 – 1,500 FORMS - 13 Hours
  - 1,500 – 2,000 FORMS - 15 Hours
  - 2,000 – 2,500 FORMS - 16 Hours
  - 2,500 – 3,000 FORMS - 17 Hours
  - 3,000 – 3,500 FORMS - 19 Hours

- 3,500 – 4,000 FORMS - 20 Hours
- 4,000 – 4,500 FORMS - 21 Hours
- 4,500 – 5,000 FORMS - 23 Hours
- 5,000 – 6,000 FORMS - 24 Hours
- 6,000 – 7,000 FORMS - 25 Hours
- 7,000 – 8,000 FORMS - 27 Hours
- 8,000 – 9,000 FORMS - 28 Hours
- 9,000 – 10,000 FORMS - 29 Hours
- 10,000 – 11,000 FORMS - 31 Hours
- 11,000 – 12,000 FORMS - 33 Hours
- 12,000 – 13,000 FORMS - 35 Hours
- 13,000 – 14,000 FORMS - 37 Hours
- 14,000 – 15,000 FORMS - 39 Hours
- 15,000 – 16,000 FORMS - 40 Hours
- 16,000 – 17,000 FORMS - 43 Hours
- 17,000 – 18,000 FORMS - 44 Hours
- 18,000 – 19,000 FORMS - 47 Hours
- 19,000 – 20,000 FORMS - 48 Hours

If SKY ACA Reporting determines that the number of hours for Client will not be sufficient, they will notify the client and determine a course of action, which may include payment of an hourly rate of \$125 for the remaining work. SKY ACA Reporting will not bill the client for this time until the client has signed an additional agreement to pay.

## ADDENDUM 2: ADDITIONAL OBLIGATIONS OF CLIENT

As a condition precedent to SKY ACA Reporting providing the Services under this Agreement, Client will be responsible for performing the additional obligations set forth in this Addendum 2:

1. Client will access SKY ACA Reporting's proprietary online discovery session and complete the data collection template according to instructions provided on the website. Client will maintain responsibility for entering all discovery session data into the appropriately labeled cells and columns, unless Client has purchased a 'True Full Service' package.
2. Client will enter into a Business Associate Agreement with SKY ACA Reporting.
3. Client will submit final payroll and enrollment data to SKY ACA Reporting no later than the 10<sup>th</sup> day of the month the Forms - must be furnished to employees and filed to the IRS. This data must encompass payroll and enrollment data for the entire calendar year for which reporting is being created.
4. Client understands that due to IRS instructions and stipulations of the Affordable Care Act, responsibility for the accuracy of information remains with the employer for whom reporting is being performed. Client agrees to review all information provided by SKY ACA Reporting and work with them to provide correct information if necessary.
5. Obligations of Client Related to Additional Services
  - 5.1 Client must make themselves reasonably available to their assigned account manager in order for the account manager to successfully administer the services purchased. This includes providing an additional point of contact in case SKY ACA Reporting is unable to reach the primary point of contact.
  - 5.2 Client will submit test reporting data to SKY ACA Reporting to ensure that SKY ACA Reporting will have access to the necessary information to complete the required IRS Forms -. Client must submit the test data no later than (i) November 1<sup>st</sup> of the calendar year for which the Forms - are being filed, or (ii) 15 days after the execution of this Agreement.
  - 5.3 If Client purchases these services, Client must pay SKY ACA Reporting any additional fees due for printing, packaging and mailing of IRS 1095 Forms - to employees and other required recipients (e.g., COBRA beneficiaries and retirees) no later than (i) December 31<sup>st</sup> of the calendar year for which the Forms - are being filed, or (ii) by the date Client approves final Forms -.
  - 5.4 If Client purchases mailing services, Client must approve the mailing of employee Forms - within three (3) days of receiving the final Forms - 1095 from SKY ACA Reporting, unless a request is made by Client, in writing, within the three (3) days of receiving final Forms -. If Client requests additional time to review Forms -, it is the sole responsibility of Client to ensure that approval is communicated to SKY ACA Reporting with reasonable time (no less than 10 days) to make changes, approve changes, and submit to the IRS.

### ADDENDUM 3: BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the “Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between Sky Insurance Technologies, LLC (“Business Associate”) and \_\_\_\_\_ on behalf of its group health plan(s) (“Covered Entity”).

**WHEREAS**, Title II of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) requires that Covered Entity and Business Associate enter into an Agreement complying with certain requirements of HIPAA, as described at 45 CFR § 164.504; and

**WHEREAS**, Covered Entity and Business Associate desire to ensure complete compliance with HIPAA as described in this Business Associate Agreement.

**NOW THEREFORE**, Covered Entity and Business Associate enter into the following Business Associate Agreement.

#### 1. DEFINITIONS

a. Specific definitions.

- i. Data Aggregation. With respect to PHI created or received by Business Associate in its capacity as a Business Associate of Covered Entity, the term “Data Aggregation” means the combining of such PHI by Business Associate with PHI received by Business Associate in its capacity as business associate of another entity to permit data analyses that relate to the health care operations of the respective entities.
- ii. Designated Record Set. The term “Designated Record Set” means a group of records maintained by or for the Covered Entity that is:
  - (1) The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or
  - (2) Used by or for the Covered Entity to make decisions about Individuals.

For purposes of this paragraph, the term “record” means any item, collection, or grouping of information that includes PHI and is maintained, collected, used, or disclosed by or for the Covered Entity.
- iii. Individual. The term “Individual” shall have the same meaning as the term “individual” in 45 CFR §160.103, and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).
- iv. Privacy Rule. The term “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E, as from time to time amended.

- v. Protected Health Information. The term “Protected Health Information” (“PHI”) shall mean individually identifiable health information maintained and transmitted in any form or medium, including, without limitation, all information (including demographic, medical, and financial information), data, documentation, and materials which are created or received by a health care provider, school, health plan, employer, or health care clearinghouse, and relate to: (A) the past, present, or future physical or mental health or condition of an Individual; (B) the provision of health care to an Individual; or (C) the past, present, or future payment for the provision of health care to an Individual, and that identifies or could reasonably be used to identify an Individual. PHI does not include: (1) health information that has been de-identified in accordance with the standards for de-identification contained in the Privacy Rule, or (2) employment records.
- vi. Required By Law. The term “Required By Law” shall have the same meaning as “required by law” in 45 CFR §164.103.
- vii. Secretary. The term “Secretary” shall mean the Secretary of the Department of Health and Human Services (“HHS”) or his or her designee.

## 2. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

- a. Business Associate acknowledges that in providing services to Covered Entity, it will create, receive, use or disclose PHI.
- b. Business Associate agrees that it will not use or disclose PHI except as permitted or required by this Agreement, or as Required By Law.
- c. Business Associate agrees that it will use appropriate safeguards to prevent use or disclosure of PHI other than as provided in this Agreement.
- d. Business Associate agrees to mitigate, to the extent practicable, any harmful effects known to it which are caused by a use or disclosure of PHI by it or by one of its agents or subcontractors in violation of the requirements of this Agreement.
- e. Business Associate agrees that it will report to Covered Entity any use or disclosure of PHI not allowed by this Agreement if it becomes aware of the use or disclosure.
- f. Business Associate agrees that it will ensure that any agent or subcontractor to whom it provides PHI pertaining to Covered Entity agrees in writing to the same restrictions and conditions that this Agreement imposes on Business Associate.
- g. Business Associate agrees to provide an appropriate Individual with access to PHI in a Designated Record Set in the manner required of Covered Entity pursuant to the requirements of 45 CFR §164.524.

- h. Business Associate agrees to allow an appropriate Individual to make amendment(s) to PHI in a Designated Record Set in the manner required of Covered Entity pursuant to the requirements of 45 CFR §164.526.
- i. Business Associate agrees to make its internal practices, books, and records (including PHI pertaining to Covered Entity) available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy Rule.
- j. Business Associate agrees to document disclosures of PHI and information related to these disclosures so it or Covered Entity may respond to requests by Individuals for an accounting of disclosures of PHI pursuant to the requirements of 45 CFR §164.528.
- k. Business Associate agrees to provide PHI in the possession or control of Business Associate to appropriate Individuals in order to respond to requests for an accounting of disclosures of PHI pursuant to the requirements of 45 CFR §164.528.
- l. Business Associate's responses to requests for action with respect to PHI described in this Section II shall be completed in a manner which complies with the timeliness requirements contained in the Privacy Rules.
- m. Business Associate agrees (check the applicable box):
  - i.  To notify Covered Entity if there is a breach of unsecure PHI pursuant to the requirements of 45 CFR §§164.410.
  - ii.  To notify Covered Entity and affected Individuals if there is a breach of unsecure PHI pursuant to the requirements of 45 CFR §§164.404 and 164.410.

**3. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE**

- a. General Use and Disclosure Provisions. Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI pertaining to Covered Entity for the purposes set forth in the parties' service agreement, if the use or disclosure would not violate the Privacy Rule if done by Covered Entity or violate the minimum necessary policies and procedures of Covered Entity.
- b. Specific Use and Disclosure Provisions:
  - i. Except as otherwise limited in this Agreement, Business Associate may use PHI for its own proper management and administration or to carry out its legal responsibilities, provided the disclosures are Required By Law or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any

instances of which it is aware in which the confidentiality of the information has been breached.

- ii. Except as otherwise limited in this Agreement, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 CFR §164.504(e)(2)(i)(B).
- iii. Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR §164.502(j)(1).

#### **4. OBLIGATIONS OF THE COVERED ENTITY**

- a. To Inform Business Associate. Covered Entity will inform Business Associate of its privacy practices and any agreed restrictions on PHI as follows:
  - i. Covered Entity shall advise Business Associate of any limitations in the notice of privacy practices that Covered Entity produces in accordance with 45 CFR §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
  - ii. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes affect Business Associate's use or disclosure of PHI.
  - iii. Covered Entity shall notify Business Associate of any restrictions on use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restrictions may affect Business Associate's use or disclosure of PHI.
- b. Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would violate the Privacy Rule if done by Covered Entity, except that Business Associate may in its discretion use or disclose PHI for Data Aggregation and/or management and administrative activities of Business Associate.

#### **5. COMPLIANCE WITH HIPAA SECURITY REGULATIONS**

- a. Business Associate shall:
  - i. Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI it creates, receives, maintains or transmits on behalf of Covered Entity as required to comply with HIPAA Security Regulations at 45 CFR Parts 160, 162 and 164.
  - ii. Ensure that any agents, including but not limited to contractors and subcontractors, to which Business Associate provides PHI pertaining to

Covered Entity, agree in writing to implement reasonable and appropriate safeguards to protect it.

- iii. Have a system in place to report to Covered Entity any security incident of which Business Associate becomes aware. "Security incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

## 6. STANDARDS FOR ELECTRONIC TRANSACTIONS

- a. In connection with Standard Transactions, as defined in HIPAA, Business Associate will:

- i. Comply with all applicable provisions of the HIPAA Standard for Electronic Transactions Rule on or before the compliance date (the "Transactions Compliance Deadline") when exchanging information in covered electronic transactions. Business Associate will comply with any future required transactions or code set standards adopted by HHS on or before the required compliance date.

"Standards for Electronic Transactions Rule" means the final regulations issued by HHS concerning Standard Transactions and Code Sets under HIPAA Rules, 45 CFR Parts 160 and 162, as may thereafter be amended.

"Transactions" means the types of information exchange between two parties to carry out financial or administrative activities related to health care as defined in the Standards for Electronic Transactions Rule.

- ii. Ensure that any agents, including but not limited to contractors and subcontractors, that assist Business Associate in conducting Standard Transactions on behalf of Covered Entity, agree in writing to comply with the Standards for Electronic Transactions Rule.
- iii. Not change the definition, data condition, or use of any data element or segment.
- iv. Not add any data elements or segments to the maximum defined data set in a Standard Transaction.
- v. Not use any code or data elements that are either marked "not used" in the standard's implementation specification or are not in the standard's implementation specification(s).
- vi. Not change the meaning or intent of the standard's implementation specification(s).

## 7. TERM AND TERMINATION

- a. **Term.** This Agreement shall be effective as of the date stated above and shall terminate when all PHI pertaining to Covered Entity which Business Associate maintains is destroyed or returned to Covered Entity, or, if it is not feasible to return or destroy PHI, protections are extended to such information in accordance with the Termination provisions in this Section.
- b. **Termination for Cause.** If Covered Entity or Business Associate learns of a material breach by the other party, it shall: (1) provide a reasonable opportunity for the party to cure the breach or end the violation, or if the party does not cure the breach or end the violation within the time specified by the non-breaching party; (2) immediately terminate this Agreement and any underlying service agreement upon written notice to the breaching party that it has breached a material term of this Agreement and there is no cure.
- c. **Effect of Termination:**
  - i. Except as provided in paragraph (c)(ii) of this Section VII, upon termination of this Agreement for any reason, Business Associate shall return or destroy all PHI relating to Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of this PHI.
  - ii. In the event that Business Associate reasonably determines that returning or destroying the PHI is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon Business Associate's reasonable determination that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of PHI to those purposes that make the return or destruction not feasible, for as long as Business Associate maintains the PHI.

## 8. MISCELLANEOUS

- a. **Regulatory References.** Reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.
- b. **Amendment.** The Parties agree to take such action as may be necessary to amend this Agreement from time to time for Covered Entity or Business Associate to comply with the requirements of the Privacy Rule and other requirements of HIPAA.
- c. **Survival.** The respective rights and obligations of Business Associate under Sections VII(c)(i) and (ii) of this Agreement shall survive termination of this Agreement.
- d. **Interpretation.** Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity or Business Associate to comply with the Privacy

Rule and other requirements of HIPAA. This Agreement shall be interpreted without regard to the rule that a document is to be construed against the party which drafts it.

- e. Complete Integration. This Agreement Forms - the entire agreement between the parties relating to the subject matter hereof, and supersedes all prior negotiations, discussions, representations, or proposals, whether oral or written, unless expressly incorporated herein. Further, this Agreement may not be modified except in a writing signed by the duly authorized representatives of both parties. If any provision or part of this Agreement is found to be invalid, the remaining provisions shall remain in full force and effect.
- f. Successors and Assigns. This Agreement will inure to the benefit of and be binding upon the successors and assigns of Covered Entity and Business Associate. However, this Agreement is not assignable by either party without the prior written consent of the other party, except that Business Associate may assign or transfer this Agreement to any entity owned or under common control with Business Associate. Written consent will not be unreasonably withheld.
- g. Not a Fiduciary, Plan Administrator or Agent. Business Associate shall not be considered a fiduciary, plan administrator or agent of any of Covered Entity's employee benefit plans.
- h. No Third Party Beneficiaries. This Agreement is entered into for the benefit of Covered Entity and Business Associate. There are no third party beneficiaries to this Agreement. Business Associate's obligations are to Covered Entity only.
- i. Confidentiality. Except as otherwise provided in the Privacy Rule or this Agreement, neither party will disclose the terms of this Agreement to any third party without the other party's written consent.
- j. Counterparts. This Agreement may be executed in two or more counterparts, each of which may be deemed an original.
- k. Indemnification and Hold Harmless. If the Business Associate is found to be a federal common law agent of the Covered Entity, the Business Associate agrees to indemnify Covered Entity and hold it harmless from any and all liabilities or damages, including penalties, costs or attorneys' fees, resulting directly or indirectly from Business Associate's breach of the terms of this Agreement, or resulting directly or indirectly from any breach of the HIPAA Rules by one of Business Associate's employees, agents or contractors. Covered Entity agrees to indemnify Business Associate and hold it harmless from any and all liabilities or damages, including penalties, costs or attorneys' fees, resulting directly or indirectly from Covered Entity's breach of the terms of this Agreement, or resulting directly or indirectly from any breach of the HIPAA Rules by one of Covered Entity's employees, agents or contractors.

**9. ACKNOWLEDGEMENT AND SIGNATURES**

THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS.

**BUSINESS ASSOCIATE**

**COVERED ENTITY**

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

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

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

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

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

BUDGET ORDINANCE AMENDMENT:  
 GENERAL FUND:  
 HEALTH:  
 (Adult Health)  
 Increase to Budget \$3000.00

Item No. 7



LENOIR COUNTY, NORTH CAROLINA  
 BUDGET AMENDMENT REQUEST

FY 2016 - 2017  
 Appropriations

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

Distribution - Finance Office:

FUND		DEPARTMENT		LINE ITEM DESCRIPTION	
GENERAL		HEALTH		VARIOUS	
<b>Check One Box</b> New Appropriation: <input checked="" type="checkbox"/> Line Item Transfer: <input type="checkbox"/> <b>REVENUES</b>			<b>Check One Box</b> New Appropriation: <input checked="" type="checkbox"/> Line Item Transfer: <input type="checkbox"/> <b>EXPENDITURES</b>		
Account # and Title		Amount	Account # and Title		Amount
<b>Increase</b>			<b>Increase</b>		
100-40051-350433	AIDS (STATE)	\$ 3,000.00	100-51500-423940	Medical Supplies - STD	3,000.00
Total		\$ 3,000.00	Total		\$ 3,000.00

**Reason and Justification for Request:**  
 Increase in State funds for providing STD treatment for male patients (NAAT) Nucleic Acid Amplification Testing.

Department Head Approval	Date	Finance Officer Approval	Date
<i>[Signature]</i>	9/30/16	<i>[Signature]</i>	11/1/16
Budget Officer Approval	Date		
<i>[Signature]</i>	11/1/16		
Board Approval (When Applicable)	Date	Date of Minutes	

Finance Office - Copy

Department - Copy

Administration - Copy

BUDGET ORDINANCE AMENDMENT:  
 GENERAL FUND:  
 HEALTH:  
 (Adult Health-Infant Mortality)  
 Increase to Budget \$3600.00

Item No. 8



LENOIR COUNTY, NORTH CAROLINA  
 BUDGET AMENDMENT REQUEST

FY 2016 - 2017  
 Appropriations

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

Distribution - Finance Office:

FUND		DEPARTMENT		LINE ITEM DESCRIPTION	
GENERAL		HEALTH		VARIOUS	
<b>Check One Box</b> New Appropriation: <input checked="" type="checkbox"/> Line Item Transfer: <input type="checkbox"/> <b>REVENUES</b>			<b>Check One Box</b> New Appropriation: <input checked="" type="checkbox"/> Line Item Transfer: <input type="checkbox"/> <b>EXPENDITURES</b>		
Account # and Title		Amount	Account # and Title		Amount
<u>Increase</u>			<u>Increase</u>		
100-40051-351542	Infant Mortality	\$ 3,600.00	100-51500-423970	Infant Mortality	3,600.00
Total		\$ 3,600.00	Total		\$ 3,600.00

**Reason and Justification for Request:**  
 Additionally funding for the Local Health Department to implement Long Acting Reversible Contraception (LARC).

Department Head Approval	Date	Finance Officer Approval	Date
<i>[Signature]</i>	10/24/16	<i>[Signature]</i>	11/1/16
Budget Officer Approval	Date		
<i>[Signature]</i>	11/1/16		
Board Approval (When Applicable)	Date	Date of Minutes	

Finance Office - Copy

Department - Copy

Administration - Copy

**INTRODUCED BY:** Michael W. Jarman, County Manager **DATE:** 11/07/16 **ITEM NO.** 9

**RESOLUTION:** Approving the following Purchase Orders for Repairing the Neuseway Nature Center, Planetarium, Exchange Education Center, Campground and Big Daddy Express: \$19,500.

**SUBJECT AREA:** Purchases/Bids

**ACTION REQUESTED:** The Board is requested to approve a purchase order to the listed vendors for repairs sustained to the Neuseway Nature Park as a result of Hurricane Matthew.

**HISTORY/BACKGROUND:** The Neuseway Nature Park flooded during Hurricane Matthew and volunteer labor is being used to reconstruct this facility. The following purchase orders are needed so volunteers can begin work. **Additional purchase orders will be needed as more work is completed.**

**EVALUATION:** The Neuseway Nature Park received a tremendous amount of damage from the waters of Hurricane Matthew. Approval of this resolution will allow the volunteers to begin the reconstruction of the Park.

<b>Blizzards Building Supply:</b>	NTE \$5,000
<b>Lester's Hardware:</b>	NTE \$5,000
<b>Contract Flooring &amp; Design:</b>	NTE \$6,000
<b>Sheppards Electric:</b>	NTE \$3,500

<b>Total</b>	<hr/> <b>\$19,500.00</b>
--------------	--------------------------

**MANAGER'S RECOMMENDATION:**

Respectfully recommend approval.

*MW*  
Initials

**RESOLUTION: NOW THEREFORE BE IT RESOLVED** by the Lenoir County Board of Commissioners that a purchase order in the amount of \$19,500 for the construction of the Neuseway Nature Park be approved.

**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** 11/7/16 **ITEM NO.** 10

**RESOLUTION:** Authorizing the purchase of iVotronic Voting machine paper.:\$19,442.

**SUBJECT AREA:** Purchases/Bids

**ACTION REQUESTED:** The Board is requested to approve the purchase of iVotronic Voting machine paper for the use in the Presidential General Election. This paper is used in all iVotronic machines which is used in every election.

**HISTORY / BACKGROUND:** The Board of Elections has had their voting equipment for eleven (11) years now. The price of the paper which is used in the iVotronic Voting machine has increased tremendously since February 2016. In the past we were able to purchase the paper without the reels which was less expensive, however, we are no longer able to order the paper without the reels.

**EVALUATION:** Approval of this resolution will ensure that Board of Elections have enough paper for the iVotronic Voting machines for the six (6) One Stop sites, for the seventeen (17) days of One Stop Voting and for the twenty-two (22) Precincts on Election Day.

**MANAGER'S RECOMMENDATION:**

Respectfully Request Approval.

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

**RESOLUTION: NOW THEREFORE BE IT RESOLVED** by the Lenoir County Board of Commissioners that Board of Elections be authorized to purchase the iVotronic Voting machine paper needed for this Presidential General Election, in the amount of \$19,442 be approved.

**AMENDMENTS:**

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

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** 11/07/16 **ITEM NO.** 11

**RESOLUTION:** Approve Purchase Order for Trittech Software Systems.:\$4,950.

**SUBJECT AREA:** Purchases/Bids

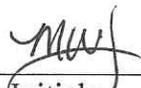
**ACTION REQUESTED:** The Board is requested to authorize the Sheriff to execute a purchase order with Trittech Software Systems for data transfer and service upgrades in the amount of \$4,950.

**HISTORY/BACKGROUND:** The Sheriff's Office uses a records management system to complete and store all incidents, arrests and other reports for daily operations. This system was purchased by the County from Trittech Software Systems in 1999 and it has been in use since that time. Updates for the system are normally installed as needed, but this year the current update to the system has produced a requirement for the servers to be updated to a new operating system. This requirement for the data transfer and server update was not expected by the Sheriff's Office during the budgeting process for this fiscal year.

**EVALUATION:** The Sheriff will continue to use the same records management system for years to come. This upgrade is a requirement to continue running the system that the county had previously purchased for the Sheriff's Office in 1999. The Sheriff and MIS were prepared for the upgrade, but the cost of the data transfer is not a budgeted expense for this year. As this was an unforeseen expense, the Sheriff will use Federal Drug Asset Forfeiture Funds to cover the cost of this data transfer and upgrade.

**MANAGER'S RECOMMENDATION:**

Respectfully Request Approval.

  
\_\_\_\_\_  
Initials

**RESOLUTION: NOW THEREFORE BE IT RESOLVED** by the Lenoir County Board of Commissioners that the Sheriff is permitted to execute a purchase order to approve Purchase Order with Trittech Software Systems in the amount of \$4,950.

Funding Account #: 43160-459990

\$4,950.00

**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 11/07/16 ITEM NO. 12

**RESOLUTION:** Approve a Blanket Purchase Order for Cell Extraction/Riot Control Equipment.:\$40,500.

**SUBJECT AREA:** Purchases/Bids

**ACTION REQUESTED:** The Board is requested to authorize the Sheriff to execute a purchase order for twenty (20) Riot Control Shields, eighty (80) Riot Duty Helmets, fifty-five (55) Gas Masks, and eighty (80) Riot Batons in the total amount of \$40,500.

**HISTORY/BACKGROUND:** As recent incidents around our country as well as locally have shown, a riot is an unfortunate incident that we must prepare for with equipment the Sheriff's Office does not currently have. Non-peaceful riots that occur in public locations and in our detention centers are unfortunately becoming a reaction of inmates and the public when a situation occurs. Although there are many tools to use in these incidents, our deputies must have the equipment to protect themselves and protect others when this occurs. Currently, no deputy sheriff has the needed equipment issued to them to handle these incidents.

The Lenoir County Sheriff's Office maintains a detention facility for pre-trial and convicted inmates. This facility has certified detention officers who are trained to conduct cell extraction as needed for inmates who refuse to follow commands of officers and barricade themselves in a cell. Occasionally, Deputy Sheriff's are required to assist in these instances. The same equipment for riot situations can be used for the cell extraction teams and in the detention center.

Normal equipment issued to law enforcement includes a riot duty helmet, gas mask, riot baton and riot shield. The Sheriff wishes to purchase each deputy their own gas mask, baton and helmet. The Sheriff will purchase 20 riot shields as every deputy will not need these at one time. The cost of the equipment with shipping is \$40,500.

**EVALUATION:** The Sheriff intends to purchase Cell Extraction/Riot Control Equipment in the amount of \$40,500.00 as described in this resolution. This equipment is something the Sheriff's Office does not have and needs to purchase for the safety of our deputy sheriff's in the event of a riot, cell extraction or other emergency situation. The Sheriff will purchase these items with Federal Drug Asset Forfeiture Funds. The purchase will be made through different companies that sell the requested items including Lawmen's Inc. and Rhinehart Fire Services.



**RESOLUTION AUTHORIZING THE LENOIR COUNTY ECONOMIC DEVELOPMENT DEPARTMENT TO FILE A FORMAL APPLICATION FOR THE NC RURAL CENTER BUILDING REUSE GRANT PROGRAM FOR \$425,000 FOR CONSTRUCTION AND RENOVATION RELATED TO PROJECT SPIRITS**

**WHEREAS**, the North Carolina Rural Economic Development Center, Inc. (Rural Center) has authorized the awarding of grants from appropriated funds to aid eligible businesses in financing the cost of building renovations associated with an economic development project; and

**WHEREAS**, Project Spirits needs assistance in financing the renovations that may qualify for Rural Center funding; and

**WHEREAS**, Project Spirits has committed to over \$2 million in investment and the creation of 34 new jobs; and

**WHEREAS**, Lenoir County Board of Commissioners has previously indicated its desire to assist in economic development efforts within the County; and

**WHEREAS**, Lenoir County Board of Commissioners wishes the County to pursue a formal application for Rural Center Building Reuse funding to benefit Project Spirits and will invest a 5% match of the grant amount toward the proposed renovations as committed to in the application; and

**WHEREAS**, Lenoir County certifies it will meet all statutory requirements of the Program; and

**WHEREAS**, upon receipt of the Grant Agreement for the 2016 Building Reuse project by the Rural Center, the County Manager and the Economic Development Executive Director are hereby authorized to proceed with the execution of documents and return them to the funding agencies in the interest of proceeding with grant execution; and

**WHEREAS**, the County Manager and the Economic Development Executive Director are authorized to execute daily grant related documentation which includes the grant agreement, general correspondence between Lenoir County and the proposed business, and the funding agency. Any documentation which reflects a change in the original scope of work and/or amendment related activities, must be brought before the Lenoir County Board of Commissioners for approval.

**NOW, THEREFORE, BE IT RESOLVED**, by the Lenoir County Board of Commissioners that Lenoir County and the Lenoir County Economic Development Department are authorized to submit a formal application to the North Carolina Rural Center, Inc. for approval of a Building Reuse Grant to benefit Project Spirits.

\_\_\_\_\_  
Craig Hill, Chairman  
Lenoir County Board of Commissioners

ATTEST:

Date: \_\_\_\_\_

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

**INTRODUCED BY:** Michael W. Jarman, County Manager **DATE:** 11/07/16 **ITEM NO.:** 14

**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>
Tourism Development Authority Board	Clara Jones <b>2<sup>nd</sup> Appearance</b>	2017
Lenoir County Juvenile Crime Prevention Council	Imelda Pate Jackie Brown Bobbie Smith Christy Smith Linda Rouse Sutton Jennifer Short Monica Williams Vivian Roach <b>2<sup>nd</sup> Appearance</b>	2018 2018 2018 2018 2018 2018 2018 2018
Lenoir County Board of Health	Randy G. Jones <b>2<sup>nd</sup> Appearance</b>	2019
Eastern Carolina Council	Walter LaRoque <b>1<sup>st</sup> Appearance</b>	2019

**CURRENT VACANCIES:**

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

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

**Eastern Carolina Workforce Development Board**

**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>
Tourism Development Authority Board	Clara Jones <b>2<sup>nd</sup> Appearance</b>	2017
Lenoir County Juvenile Crime Prevention Council	Imelda Pate	2018
	Jackie Brown	2018
	Bobbie Smith	2018
	Christy Smith	2018
	Linda Rouse Sutton	2018
	Jennifer Short	2018
	Monica Williams	2018
	Vivian Roach <b>2<sup>nd</sup> Appearance</b>	2018
Lenoir County Board of Health	Randy G. Jones <b>2<sup>nd</sup> Appearance</b>	2019

**AMENDMENTS:**

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

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

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

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

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

11/7/16  
Date

\_\_\_\_\_  
ATTEST 11/7/16  
Date



Kinston-Lenoir County Tourism Development Authority

301 N. Queen Street, Kinston, NC 28501

*Embracing the past...Defining the present...Shaping the future*

**RECEIVED**

SEP 26 2016

**LENOIR COUNTY  
MANAGER'S OFFICE**

September 21, 2016

Mike W. Jarman  
County Manager  
County of Lenoir  
PO Box 3289  
130 South Queen Street  
Kinston, NC 28502

Dear Mr. Jarman,

The Kinston-Lenoir County Tourism Development Authority Board of Directors has a vacancy that requires an appointment by the County. Bryson Stevens has vacated this particular position due to leaving The Hampton Inn. The County vacancy must be filled with an individual who has demonstrated an interest in tourist development and is a hotelier according to our legislative mandate.

The Tourism Development Authority Board Recommendation Committee respectfully suggests that the Board of Commissioners appoint Clara Jones, the manager at the Holiday Inn Express in Kinston. Ms. Jones has worked in the hotel field for the past 10 years in which she has managed six successful hotels. She recently expressed an interest about serving on the Tourism Development Board. She has organized visitor information throughout her career and understands the importance of tourism development. We think Clara Jones would make an excellent board member.

She will be filling a three year term that is set to expire June 2017. At that time you may want to consider reappointing her to a full three term.

Please contact me if you need any additional information.

Sincerely

A handwritten signature in cursive script that reads "Laura Lee".

Laura Lee Sylvester  
Executive Director

Kinston-Lenoir County Tourism Development Authority

APPLICATION FOR APPOINTMENT

RECEIVED

to  
LENOIR COUNTY ADVISORY BOARDS AND COMMISSIONS SEP 22 2016

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

Advisory Board/Committee/Commission interested in:

Lenoir County Juvenile Crime Prevention Council

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

Name: Imelda Pate  
Address: PO Box 2468  
City/State/Zip: Kinston NC 28501  
Telephone: (Home) 252-566-3379 (Work) 252-566-7351  
Occupation: Attorney - District Attorney's Office  
Business Address: PO Box 2468  
Age: (Optional): \_\_\_\_\_  
Number hours available per month for this position: 5  
Training: \_\_\_\_\_  
Business and Civic Experience/Skills: \_\_\_\_\_

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

Expiration date of Term: June 2018

Circle your voting precinct

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

CERTIFICATION

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

Imelda Pate  
Signature of Applicant

9/12/16  
Date

RECEIVED

APPLICATION FOR APPOINTMENT  
to  
LENOIR COUNTY ADVISORY BOARDS AND COMMISSIONS

SEP 22 2016

LENOIR COUNTY  
MANAGER'S OFFICE

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Advisory Board/Committee/Commission interested in:

Lenoir County Juvenile Crime Prevention Council

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

Name: Jackie Brown  
Address: 602 Eagle Road  
City/State/Zip: Kinston, NC 28501  
Telephone: (Home) 252-527-7348 (Work) 252-939-5572  
Occupation: County Commissioner  
Business Address: P.O. Box 3289  
Age: (Optional): \_\_\_\_\_  
Number hours available per month for this position: As needed  
Training: \_\_\_\_\_  
Business and Civic Experience/Skills: \_\_\_\_\_

Other County Boards/Committees/Commissions presently serving on: DSS, TDA, Green  
Lamp Board, JCPC  
Expiration date of Term: June 30, 2018

Circle your voting precinct

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

CERTIFICATION

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

Jackie Brown  
Signature of Applicant

8-8-2016  
Date

APPLICATION FOR APPOINTMENT

SEP 22 2016

to

LENOIR COUNTY ADVISORY BOARDS AND COMMISSIONS

LENOIR COUNTY  
MANAGER'S OFFICE

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Advisory Board/Committee/Commission interested in:

Lenoir County Juvenile Crime Prevention Council

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

Name: Bobbie Smith  
 Address: 205 E King St  
 City/State/Zip: Kinston, NC 28502  
 Telephone: (Home) \_\_\_\_\_ (Work) 252-939-3189  
 Occupation: Detective / Corporal  
 Business Address: 205 E King St Kinston  
 Age: (Optional): 44  
 Number hours available per month for this position: \_\_\_\_\_  
 Training: \_\_\_\_\_  
 Business and Civic Experience/Skills: \_\_\_\_\_

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

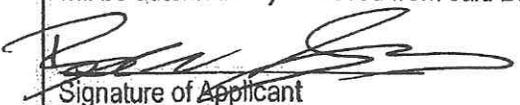
Expiration date of Term: June 30, 2018

Circle your voting precinct

- |   |  |
|---|--|
| K-1 (Carver Courts Recreation Center)       | Institute (Institute Methodist Church) |
| K-2 (Gordon Street Christian Church)        | Neuse (Cooperative Extension Office)   |
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| K-9 (First Pentecostal Holiness Church)     | Vance (Army Reserve Center, Airport)   |
| Falling Creek (Banks Elementary School Gym) |  |

CERTIFICATION

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

  
Signature of Applicant

8/8/16  
Date

APPLICATION FOR APPOINTMENT

RECEIVED

to

LENOIR COUNTY ADVISORY BOARDS AND COMMISSIONS

SEP 22 2016

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.

LENOIR COUNTY  
MANAGER'S OFFICE

Advisory Board/Committee/Commission interested in:

Lenoir County Juvenile Crime Prevention Council

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

Name: Christy Smith (Lenoir Co. Sheriff's Office)  
Address: 130 S. Queen St. - work  
City/State/Zip: Kinston, NC 28501  
Telephone: (Home) (252) 286-5355 (Work) (252) 559-6111  
Occupation: Deputy Sheriff  
Business Address: above  
Age: (Optional): 37  
Number hours available per month for this position: 5  
Training: \_\_\_\_\_  
Business and Civic Experience/Skills: \_\_\_\_\_

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

Expiration date of Term: June 30, 2018

Circle your voting precinct

- K-1 (Carver Courts Recreation Center)
- K-2 (Gordon Street Christian Church)
- K-3 (Fairfield Recreation Center)
- K-4 (Northwest Elementary School)
- K-5 (Spillman Baptist Church)
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- K-7 (Emma Webb Recreation Center)
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- Sand Hill (Sand Hill VF Department)
- Southwest (Southwest VF Department)
- Trent 1 (Deep Run VF Department)
- Trent 2 (Moss Hill Ruitan Building)
- Vance (Army Reserve Center, Airport)

CERTIFICATION

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

Christy Smith  
Signature of Applicant

8/8/16  
Date

RECEIVED

APPLICATION FOR APPOINTMENT  
to  
LENOIR COUNTY ADVISORY BOARDS AND COMMISSIONS

SEP 22 2016

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LENOIR COUNTY  
MANAGER'S OFFICE

Advisory Board/Committee/Commission interested in:

JCPC

(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: Linda Rouse Sutton  
Address: 1028 Woodington Ad.  
City/State/Zip: Kinston NC 28504  
Telephone: (Home) 252-559-0291 (Work) Retired  
Occupation: Retired, Volunteering  
Business Address: Same as Above  
Age: (Optional): 66  
Number hours available per month for this position: AS many as needed  
Training: member + various trainings for approx 15 yrs.  
Business and Civic Experience/Skills: Chamber, SMART Initiative, LCC Adv. Council, Hwy 70 Corridor Comm. Leadership, Parliamentary etc. training  
Other County Boards/Committees/Commissions presently serving on: County Commissioner, DSS Bd Greene LAMP Bd., NCSU UEAB Commissioner, Liaison to LCC Bd. Trustees  
Expiration date of Term: June 30, 2018

Circle your voting precinct

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

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.

Linda Rouse Sutton  
Signature of Applicant

8/18/2016  
Date

RECEIVED

APPLICATION FOR APPOINTMENT  
to  
LENOIR COUNTY ADVISORY BOARDS AND COMMISSIONS

SEP 22 2016

LENOIR COUNTY  
MANAGER'S OFFICE

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

Advisory Board/Committee/Commission interested in:

Lenoir County Juvenile Crime Prevention Council

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

Name: Tennifer Short  
Address: 408 Woodland Drive  
City/State/Zip: Wilson, NC, 27893  
Telephone: (Home) \_\_\_\_\_ (Work) (919) 222-1798  
Occupation: Chief Court Counselor  
Business Address: 201 E. King Street, Kinston  
Age: (Optional): 44  
Number hours available per month for this position: 2  
Training: \_\_\_\_\_  
Business and Civic Experience/Skills: \_\_\_\_\_

Other County Boards/Committees/Commissions presently serving on: Wayne + Greene JCPC; Community Collaborative  
Expiration date of Term: June 30, 2018

Circle your voting precinct

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

CERTIFICATION

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

Tennifer Short  
Signature of Applicant

8/8/16  
Date

RECEIVED

APPLICATION FOR APPOINTMENT  
to  
LENOIR COUNTY ADVISORY BOARDS AND COMMISSIONS

SEP 22 2016

LENOIR COUNTY  
MANAGER'S OFFICE

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

Advisory Board/Committee/Commission interested in:

Lenoir County Juvenile Crime Prevention Council

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

Name: Monica Williams  
Address: 130 West King Street / 102 South Isber Street  
City/State/Zip: Kinston NC 28501  
Telephone: (Home) \_\_\_\_\_ (Work) 252 559 6217  
Occupation: Social Work Program Manager  
Business Address: 130 West King St. - KNC 28501  
Age: (Optional): 56  
Number hours available per month for this position: 4  
Training: \_\_\_\_\_  
Business and Civic Experience/Skills: \_\_\_\_\_

Other County Boards/Committees/Commissions presently serving on: Community Collaborative / Human Relations Councils City of Kinston  
Expiration date of Term: June 30, 2018

Circle your voting precinct

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

CERTIFICATION

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

Monica Williams  
Signature of Applicant

8-8-16  
Date

RECEIVED

APPLICATION FOR APPOINTMENT

to

LENOIR COUNTY ADVISORY BOARDS AND COMMISSIONS SEP 2 2016

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.

LENOIR COUNTY  
MARSHALLS OFFICE

Advisory Board/Committee/Commission interested in:

Lenoir County Juvenile Crime Prevention Council

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

Name: Vivian Roach  
Address: 3331 NC 903 South  
City/State/Zip: Winterville, NC 28590  
Telephone: (Home) 252-355-2289 (Work) 252-414-1283  
Occupation: EC Director \*  
Business Address: 2017 W. Kim<sup>on</sup>, Lenoir County Public Schools, Kinston NC  
Age (Optional): 61  
Number hours available per month for this position: 10-12  
Training: Exceptional Children  
Business and Civic Experience/Skills: \_\_\_\_\_

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

Expiration date of Term: June 30, 2018

Circle your voting precinct

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

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.

Vivian Roach  
Signature of Applicant

8/8/16  
Date

APPLICATION FOR APPOINTMENT

SEP 26 2016

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:

Lenoir County 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: Randy Gene Jones DVM

Address: 3501 Lakeview Trail

City/State/Zip: Kinston, NC 28504

Telephone: (Home) 252-522-4962 (Work) 252-560-1054

Occupation: Veterinarian

Business Address: 1991 NC Hwy 11/55

Age: (Optional): 58

Number hours available per month for this position: AS needed

Training: BS ANIMAL SCIENCE Doctor Veterinary Medicine

Business and Civic Experience/Skills: VETERINARY PRACTICE

Other County Boards/Committees/Commissions presently serving on: NONE

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]  
Signature of Applicant

9/22/16  
Date



**Eastern Carolina Council**  
Area Agency on Aging

**RECEIVED**

OCT 18 2016

**LENOIR COUNTY  
MANAGER'S OFFICE**

October 6, 2016

Vickie King  
Clerk to the Board  
PO Box 3289  
Kinston, NC 28502

Dear Ms. King

In accordance with the Older Americans Act, Eastern Carolina Council Area Agency on Aging is mandated to establish a regional advisory council. For our region, this is the Regional Aging Advisory Committee. According to our by-laws this committee consists of three representatives per county that is appointed by the respective Board of County Commissioners.

At this time, Lenoir County has all three positions filled. However, Mr. Walter LaRoque's term expired in February of 2016. Mr. LaRoque is a valued member of this committee, therefore, we would like to recommend his reappointment.

I would like to request this matter be included on the agenda at the next Lenoir County Commissioner's meeting.

If you have any questions, please contact me at [tcedars@eccog.org](mailto:tcedars@eccog.org) or Leighann Morgan at [eccadmin@eccog.org](mailto:eccadmin@eccog.org). Thank you for your efforts with regard to this matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'Tonya Cedars'.

Tonya Cedars, Human Services Director  
Area Agency on Aging  
Eastern Carolina Council

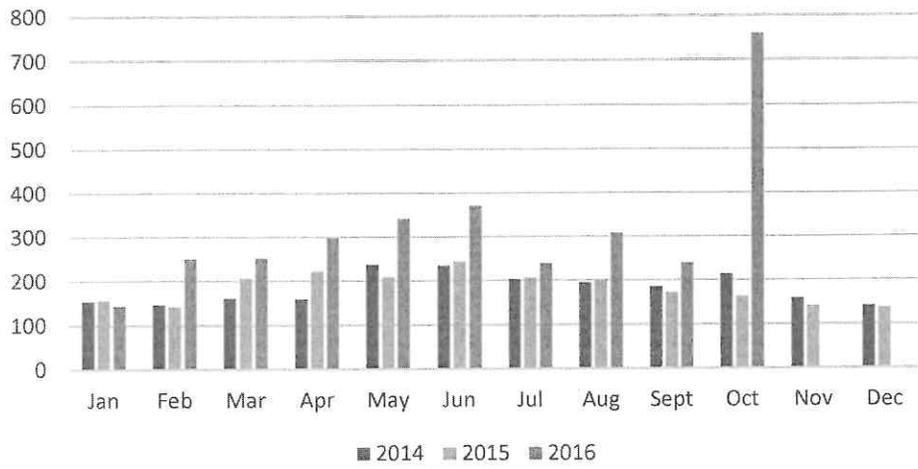
Cc: Mr. Walter LaRoque  
Ms. Betsy Griffin, Executive Director, Lenoir County Council on Aging  
RAAC File

**Item No.: 15**

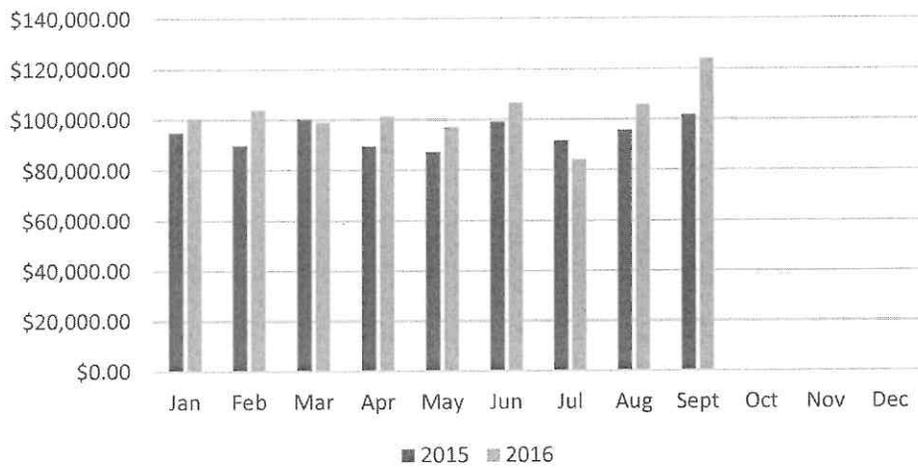
**TO: Chairman and Members of the Board**  
**FROM: Mike Jarman, County Manager**  
**DATE: November 7, 2016**  
**SUBJECT: Items from County Manager**

1. Lenoir County Planning & Inspection Report
2. Lenoir County Transit Reports

### Lenoir County Inspections Count



### Lenoir County Transit Revenue Comparison



# Lenoir County Transit

## Monthly Statistics

Month of September 2016

**Days of Service** 26

<b>Passenger Trips</b>	<b>Total</b>
Ambulatory Passengers	5443
Non Ambulatory Passengers	497
<b>Total Passenger Trips</b>	<b>5940</b>

<b>Purpose of Trips</b>	
Medical (including Dialysis)	2425
Education	1128
Employment	1391
Other	996
	<b>5940</b>

<b>Revenue</b>	<b>Total</b>
Invoice Revenue	\$88,122.79
RGP Ticket Sales	15,016.60
EDTAP Ticket Fares	3,670.00
Fares Collected by Vehicle Operators	17,335.00
<b>Total Monthly Revenue</b>	<b>124,144.39</b>

### Explanation of Purpose of Trips:

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

Education: riders being taken to LCC for classes

Employment: riders being taken back and forth to work

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

### Explanation of Revenue Terms:

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

RGP Ticket Sales: Rural General Public

EDTAP Ticket fares: Elderly Disabled Transportation Assistance Program

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



**LENOIR COUNTY  
PLANNING & INSPECTIONS DEPARTMENT**

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



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**LENOIR COUNTY INSPECTIONS  
PERMIT/INSPECTION REPORT**

**OCTOBER 2016**

**PERMITS ISSUED: 522**

**PERMITS VALUE: \$ 679,000**

**PERMIT FEES: \$ 5,616**

**SINGLE FAMILY DWELLINGS: 2**

**MOBILE HOMES: 7**

**COMMERCIAL: 1**

**ADDITIONS: 2**

**ELECTRICAL: 47**

**PLUMBING: 5**

**MECHANICAL: 26**

**OTHER: 434**

**TOTAL INSPECTIONS: 759**