

**LENOIR COUNTY BOARD OF COMMISSIONERS REGULAR MEETING: AGENDA
 MONDAY, APRIL 1, 2013 – TIME: 9:00 AM
 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:

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

CONSENT AGENDA: 10 Min.

ACTION

- | | | |
|----|--|---------------|
| 3. | Approval of Minutes: Regular Board Meeting: March 18, 2013 | Mervin/Jarman |
| 4. | Resolution Approving Releases and Refunds to the Individuals Listed Herein | Parrish |
| 5. | Budget Ordinance Amendment: General Fund: Finance/Sheriff Dept.: \$1,550: Increase | Martin |

END OF CONSENT AGENDA

BUDGET ORDINANCE AMENDMENTS/RESOLUTIONS: 35 Min.

- | | | |
|-----|---|--------|
| 6. | Resolution Approving Presentation of Badge and Service Weapon To Retiring Sheriff William Edwin “Billy” Smith | Board |
| 7. | Proclamation: Child Abuse Prevention Month | Moore |
| 8. | Resolution Honoring Rebecca Jones | Moore |
| 9. | Budget Ordinance Amendment: General Fund: Finance/Social Services: \$16,509: Increase | Martin |
| 10. | Budget Ordinance Amendment: School Capital Fund: School Building: \$324,705; Increase | Martin |
| 11. | Resolution Authorizing Purchase Order Execution: Maximus, Inc.: Cost Allocation Plan and EMS Medicaid Reimbursement Report: \$5,750 | Martin |
| 12. | Resolution Approving Acceptance of Proposal and Execution of Contract for Independent Audit Services: Pittard, Perry and Crone, Inc., LaGrange, NC | Martin |
| 13. | Resolution Declaring Property as Surplus and Authorizing the Sale of the Surplus Property by Auction | Martin |
| 14. | Resolution Appointing Martha H. Martin as Clerk to the Lenoir County Board of Commissioners and Appointing Thomas L. Hollowell, Lashanda A. Hall, Faye Mervin as Deputy Clerks to the Board | Jarman |
| 15. | Resolution Authorizing Acceptance of Community Transformation Grant Funds: \$9,319 | Kelly |

16. Resolution Authorizing the County Manager to Execute a \$1 Buyout Lease Agreement with De Lage Landen Public Finance, LLC along with a Product and Services Agreement with Centurtylink Sales Solutions, Inc. Bryan

APPOINTMENTS: 5 Min.

17. Resolution Approving Citizens to Boards, Commissions, Etc. **5 Min.** Jarman

OTHER ITEMS: 10 Min.

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

TO: Chairman and Members of the Board

FROM: Mike Jarman, County Manager

DATE: April 1, 2013

SUBJECT: Items of Interest

1. Lenoir County Planning Board Minutes: January 17, 2013
2. NCACC District Meeting: April 24, 2013

County of Lenoir



P.O. Box 3289
101 North Queen Street
Kinston, North Carolina 28502
Telephone 252-559-2260
Planning & Inspections Department

LENOIR COUNTY PLANNING BOARD JANUARY 17, 2013 MINUTES

*Regular Meeting
January 17, 2013*

Members Present:

*C.L. Braxton-Chairman-District 3
Russell Hill-Alternate-1
Morry Barbee Jr.-At-Large
Frank White-Vice-Chairman
Barry Seay-District 5*

Members Absent:

*Derrick Carter-District 6
Donna H. Hardy-District 1*

1. Call Meeting to Order:

Planning Board Chairman Mr. C. L. Braxton called the meeting to order at approximately 6:00 P.M. and Board Member Mr. Russell Hill provided the Invocation.

2. Approval of Minutes:

May 17, 2012: Mr. Frank White made a motion to accept the minutes as written and Mr. Morry Barbee Jr. seconded the motion. The vote was unanimous to approve the **May 17, 2012**, minutes as written.

Election of Officers: Mr. Russell Hill made a motion to leave the officers as they are and Mr. Morry Barbee Jr. seconded the motion. The Board voted unanimously to keep the officers as they are and Chairman Mr. C.L. Braxton stated the nomination was accepted by acclamation.

3. Updates/Discussion:

Lenoir County Planner Mr. Wayland Humphrey advised the board that new flood plain maps would be presented to them for approval before going to the Lenoir County Commissioners. He stated that the Lenoir

County Flood Ordinance may need to be amended or updated to the new state regulations and it would all be encompassed together.

Vice-Chairman Mr. Frank White asked if the flood plain map had any changes and Mr. Humphrey stated there are places that the base flood elevation will raise by a foot or so. Mr. Humphrey also advised the board that a flood plain meeting was schedule for January 24, 2013 at the Lenoir County Administration Building.

Mr. Humphrey stated that the Lenoir County Mobile Home Ordinance should be updated to reflect the way it was being applied and Chairman Braxton stated he did agree that some of the Lenoir County Ordinances should be updated. Mr. Humphrey stated that the Ordinances are online and suggested to the board that they view and determine which ones should be revised. Mr. Humphrey stated that the Lenoir County Attorney, Mr. Robert Griffin would look at the proposed changes.

Chairman Braxton asked Mr. Humphrey if he would recommend reviewing the Mobile Home Ordinance first and Mr. Humphrey stated yes because it is the one that is inquired about more frequently.

Mr. Morry Barbee asked if the Mobile Home Park Ordinance stated that the owner is responsible for the upkeep of the roads. Mr. Humphrey advised him that if not then it should be. He stated in a subdivision it is because it has to be either a dedicated public street that the state is planning to take over at some point in time. Mr. Humphrey stated that if it is private then there has to be a Home Owners Association.

Vice-Chairman Frank White expressed a concern about the access roads and the hardships on emergency vehicles. Mr. Humphrey stated that there are CDBG grants available for Lenoir County that could possibly help the situation. Mr. Seay stated that the CBDG grants for Lenoir County have to be applied for on a yearly basis.

Planning Board Member Mr. Barry Seay expressed a concern about mobile homes that are being underpinned with brick in a flood area. Mr. Wayland Humphrey advised that the policy regarding this was being enforced by the Lenoir County Building Inspections Office.

After a brief update on the D.O.T. Project from Mr. Barry Seay he stated there are about thirty-two different designs on the board. Mr. Seay also commended Lenoir County Commissioner Mac Daughety on his hard work and dedication to this project.

Mr. Wayland Humphrey stated that there is a new board member. He stated Mr. Michael Paul Whittington will join the Lenoir County Planning Board and fill the Alternate 2 position.

After a brief discussion it was decided to meet once a month whether there is anything on the agenda or not to discuss updates.

Adjournment

There being no further business to discuss before the Lenoir County Planning Board member Mr. Barry Seay made a motion of adjournment and Board Member Mr. Russell Hill seconded the motion and the Board voted unanimously to adjourn at 6:50 P.M. It was announced that the next scheduled meeting date is Thursday, **March 21, 2013 6:00 P.M.**

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2013 District Meetings



NOTIFY ME

The Association has announced locations for its series of seven district meetings to be held this April. The tentative times for each meeting are 5:30 - 8 p.m. Dinner will be included.



COUNTY CAREERS

There is no registration fee to attend the meeting, but county officials are asked to register in advance so the Association will have accurate meals counts. To register, please fill out the [online registration form](#).



RESOURCES & LINKS

Attendees will earn three credits in the "Association Sponsored Programs" category toward Practitioner, Master or Mentor status through the Local Elected Leaders Academy (LELA) Recognition Program.



COUNTYLINES



CONTACT US

Time	Event
5:30 p.m.	Check-in
5:45 p.m.	Dinner is served
6 p.m.	Welcome
6:20 p.m.	NCACC Update/2013 Legislative Session Review - David F. Thompson, Executive Director
7 p.m.	County Legislative Reports - David F. Thompson/Government Relations Staff
7:50 p.m.	Preview of upcoming events - NCACC staff
8 p.m.	Adjourn

Date	County	Location	Address
Wednesday, April 3	Randolph	AVS Catering & Banquet Center (Center Room C)	2045 N. Fayetteville St., Asheboro
Thursday, April 4	New Hanover	Wilmington Convention Center, Rooms 106 & 107	10 Convention Center Dr., Wilmington
Wednesday, April 10	Jackson	WCU Liston B. Ramsey Center, Hospitality Room	92 Catamount Rd., Cullowhee
Thursday, April 11	Caldwell	Broyhill Civic Center, Room, 215	1913 Hickory Blvd. SE, Lenoir
Thursday, April 18	Wake	Quorum Center (Conference Center)	323 W. Jones St., Raleigh
Wednesday, April 24	Pitt	Hilton Greenville (Section A)	207 SW Greenville Rd., Greenville
Thursday, April 25	Pasquotank	College of the Albemarle, Foreman Center, 121 A&B	1208 N. Road St., Elizabeth City

North Carolina Association of County Commissioners: 215 N. Dawson St. | Raleigh, NC 27603 | Ph: (919) 715-2893

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MINUTES

LENOIR COUNTY BOARD OF COMMISSIONERS

March 18, 2013

The Lenoir County Board of Commissioners met in open session at 4:00 P.M. on Monday, March 18, 2013, in the Board of Commissioner Main Meeting Room in the Lenoir County Courthouse at 130 S. Queen St., Kinston, NC.

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

Also present were: Michael W. Jarman, County Manager, Tommy Hollowell, Assistant County Manager, Martha Martin, Finance Officer, Robert Griffin, County Attorney, Clevette Roberts, Interim Clerk to the Board and members of the general public and news media.

Chairman Davis called the meeting to order at approximately 4:00 P.M. Ms. Brown offered the invocation and Mr. Davis led the audience in the Pledge of Allegiance.

PUBLIC INFORMATION

Dr. Randy Jones, Veterinarian, stated he has lived in the County for 27 years and he appreciates the job the county commissioners are doing. Dr. Jones said he has some concerns, along with other business owners along the west side of Hwy 258, regarding flooding with the extension of Smithfield Way. He is concerned that it may make a poorly drained area even worse once the road is built. Dr. Jones stated that from Blizzard's Warehouse down to the church represents \$2.4 million dollars in real estate and buildings on the tax books. Dr. Jones stated that the business owners feel this project has not been properly presented to the people and there have not been any public hearings concerning this matter. He stated they as business owners feel that the project to extend Smithfield Way be postponed until further review has been assessed of the flooding.

Mr. Daughety stated there has been discussion, within the past 30 days, with NCDOT about the flooding and the drainage issues. Mr. Daughety stated NCDOT is also concerned about the drainage issue and is therefore, taking great caution regarding this project. He stated he was assured locally and on the division level that the road will not worsen the problem but could potentially improve it. Mr. Daughety stated that even though the funding was being expedited, the due process was not. Dr. Jones stated that moving the project two lots down would not impact the ditch and would be the better choice. He said it would cost more money, but it would also improve the traffic pattern. Mr. Daughety stated it had not been brought to their attention that there was concern about this project. He stated there are two hydrologists that are coming to visit the proposed property. Mr. Daughety said they will be here on Wednesday, March, 27, 2013 to assess the potential impact of the Smithfield Way Extension Project. Mr. Daughety stated he did intend to get a list of the property owners and Mr. Jones said he had that with him.

Mr. Daughety advised him to leave that information with the clerk. Mr. Daughety stated if time permitted, Dr. Jones could meet with the hydrologists while they were here. He advised Dr. Jones if that was not possible then they could come back and give him feedback. Dr. Jones stated they would like to have a meeting with NCDOT to discuss the Smithfield Way Extension Project and Mr. Daughety advised him that they could set up a meeting.

Mr. Rouse inquired if there will be another stoplight placed at the intersection of Smithfield Way Extension and Hwy 258 North? Mr. Daughety stated that traffic would dictate that decision.

Mr. Davis said he would like to orally state the Commissioners are in support of the Resolution in Support of the Northern Route. He stated he had a letter from Mayor Murphy that says the City Council will be discussing this tonight. Mr. Jarman stated he preferred them to have the written Resolution before publicly expressing support. Lenoir County Attorney Robert Griffin stated it is always good to have a written Resolution, but it is not required. Upon a motion by Mr. Davis and second by Mr. Daughety the “oral” support of a Northern Route was unanimously approved.

Upon a motion by Ms. Brown and second by Mr. Daughety, Commissioner Linda Rouse Sutton was excused.

ITEMS FROM THE CHAIRMAN/COMMISSIONERS

Mr. Davis stated, as chairman, he has the opportunity to serve on the Lenoir County Transportation Committee or to appoint someone to serve in his place, and said he would like to appoint Mr. Gordon Vermillion to serve on the Board. He stated that Mr. Vermillion had agreed to accept this position if approved.

Mr. Davis stated he would like to acknowledge the Kinston High School Boys and Girls Championship Basketball teams who won the State Tournament that was held in Chapel Hill, N.C. on Saturday. Ms. Jackie Brown commended the team for winning the State Championship. She stated that never in the history of Lenoir County had a girls’ basketball team won the State Championship. Ms. Brown commented that the boys would not be outdone, so they also brought back the State Championship. She suggested the City and the County do something to recognize these two teams. Ms. Brown added that the kids on these two teams are some of the most respectable kids you could ever meet and some of the senior boys have already received college scholarships to play basketball. Mr. Davis stated it was nice to be known as “Title Town” and commended the Kinston Free Press for coming up with the headlines. Mr. Hill stated the coach who led the championship has been a champion since the day he was born. He said this was bigger than winning a championship, it has provided the youth with the opportunity to pull together as one. He stated there were people there from the city and county, all races and creeds that were united behind a group of young people helping them to move forward. Mr. Hill also

stated it was an opportunity to showcase our community. He encouraged the Board of Commissioners to go to the different schools and see the kids play and show their support.

ITEMS FROM THE COUNTY MANAGER

Mr. Jarman stated the CDBG Program has a new requirement, the Community Monthly Performance Status Report, which will be a part of the agenda each month.

Mr. Jarman reminded everyone about the Spring Litter Sweep that will be held April 13-27, 2013.

Mr. Jarman stated the Inspections/Permitting Report and the Financial Performance Information are included.

Mr. Jarman stated that a Budget Work Session had been discussed for today, but he did not feel there was enough information to give at this time. He stated immediately following the next meeting, April 01, 2013, there would be a Budget Work Session.

CONSENT AGENDA

3. Approval of Minutes: Regular Board Meeting – March 4, 2013

4. Budget Ordinance Amendment: Finance/Sheriff's Department: \$589: Increase

5. Budget Ordinance Amendment: Emergency Medical Services: \$2266: Increase

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

PUBLIC HEARINGS

None

BUDGET ORDINANCES/RESOLUTIONS

Item No. 6 was a Proclamation recognizing "Intellectual and Developmental Disabilities Awareness Month". Mr. Rouse read the Proclamation and upon a motion by Mr. Rouse and a second by Mr. Best, Item No.6 was unanimously approved.

Item No. 7 was a Resolution Declaring Property as Surplus and Authorizing the Sale of the Surplus Property by Auction. Mr. Chris Harper, Lenoir County Transit Director, stated the County has a small inventory of various vehicles that have outlived their useful life. These vehicles are no longer of use to any County Department and there are no plans to put them back into service. He stated they are all very high mileage and have been replaced by funds from the Community Transportation Grant. Upon a motion by Ms. Brown and a second by Mr. Daughety, Item No.7 was unanimously approved.

Item No. 8 was a Resolution Approving Purchase of Fencing and Fence Gate: Baker Fence Co.: \$3,480. Chief Deputy Chris Hill stated the new jail contains an evidence room which provides the Sheriff's Office with space to hold all of the evidence it currently has in its custody, as well as future evidence space needs. The new room is equipped with mobile shelving used to optimize storage space, and also contains pass through lockers for temporary evidence storage. A wire mesh wall using a fencing product must be used to wrap around the lockers to create a barrier from the interior of the evidence room. The fencing will essentially create an "anti-room" with a wire ceiling, so that officers can enter the room, place evidence in the pass through lockers, secure the locker, and then leave the evidence room without having the ability to enter the evidence storage portion of the room. This provides for a secure environment for evidence, which is essential for judicial purposes. Mr. Hill stated this will not impact the tax payers at all. Upon a motion by Mr. Daughety and a second by Mr. Hill, Item No.8 was unanimously approved.

Item No. 9 was a Budget Ordinance Amendment: Capital Projects Fund Jail Expansion Project: \$19,386: Increase. Mr. Tommy Hollowell, Assistant County Manager, stated the budget amendment was to budget funds received from EMC Insurance Companies on February 26, 2013 in the amount of \$19,385.55. This is an insurance payment from East Coast Restoration & Waterproofing, a subcontractor of Hudson Brothers. This is to reimburse for the cost of repairing a transfer switch to a generator that received rain damage due to a window not being properly caulked. Upon a motion by Ms. Brown and a second by Mr. Best, Item No. 9 was unanimously approved.

Item No. 10 was a Resolution Approving and Adopting Amended Flood Damage Prevention Ordinance and Revised FEMA Flood Insurance Rate Maps Effective April 16, 2013. Mr. Gary O'Neal, Chief Building Inspector, stated the current Flood Damage Prevention Ordinance (FDPO) and current effective date of the FIRM's is July 02, 2004. FEMA updates the maps periodically to reflect new development and new detailed studies of existing drainage features. Lenoir County uses the state model for the FDPO and it is also revised to reflect regulation updates regarding new maps. FEMA requires that the revised maps and ordinance be adopted by April 16, 2013 for communities to continue participation in the National Flood Insurance Program. A public forum was hosted by the Lenoir County Planning Board and State representatives of the NFIP in November 2012 to inform citizens of the changes to the flood maps. Upon a motion by Mr. Daughety and a second by Ms. Brown, Item No. 10 was unanimously approved.

Item No. 11 was a Resolution Approving and Adopting Revised Manufacturing Housing Park Ordinance. Mr. O'Neal stated the current Manufactured Housing Park (MHP) Ordinance has been in effect since July 1, 2001. He stated this is a stand-alone ordinance regulating the establishment of MHP parks in order to promote public health, safety, and general welfare of Lenoir County citizens as well as provide availability of affordable housing within the County. The MHP ordinance preceded the County's zoning ordinance. Mr. O'Neal stated there were several things that have been added to the MHP Ordinance. He stated the minimum size lot would be 20,000 sq. ft., opaque fencing, the dumpster area would be screened and there would be one area security light for each four (4) spaces. He stated the Development Review Board members would review all applications. Mr. Daughety asked Mr. O'Neal if this would apply to existing property and Mr. O'Neal stated this would only apply to new developments. Upon a motion by Mr. Hill and a second by Mr. Rouse, Item No. 11 was unanimously approved.

Item No. 12 was a Budget Ordinance Amendment: General Fund: Non-Departmental : \$31,722 Increase: Ms. Martha Martin, Finance Officer, stated the Budget Amendment is to appropriate funds returned by the Community Intervention Program to the County, that are to go back to the state. The county received notification on January 2, 2013, from the Division of Juvenile Justice that unused funds earmarked for the Community Intervention Program, needed to be sent back to the State. These funds were sent back to the County by the Prevention and Treatment Center of Lenoir County on February 21, 2013, and then forwarded to the N.C. Dept. of Public Safety on February 25, 2013. Upon a motion by Ms. Brown and a second by Mr. Best, Item No. 12 was unanimously approved.

Item No. 13 was a Resolution Awarding Contract: Grinding Services: Vegetative Debris: Mr. Tom Miller, Landfill Director, stated the Board is requested to approve a proposal from John A. Powell Contracting of Fuquay-Varina, N.C., for grinding vegetable debris (trunks, limbs, etc.) at a cost of \$9.00 per ton and authorize the Landfill Director to execute a (3) year contract on behalf of the county. Mr. Daughety commended the Landfill for their services with OSC Services. Mr. Davis inquired about any issues since the hours at the recycling sites have been changed to 7:00 a.m. until 5:00 p.m. Mr. Miller stated there was one positive and one negative comment. Upon a motion by Mr. Hill and a second by Ms. Brown, Item No. 13 was unanimously approved.

Item No. 14 was a Resolution Approving Acceptance of a Grant from North Carolina Department of Transportation to assist in the Funding of an Additional Rail Spur to serve Pactiv Corporation. Mr. Mark Pope, Economic Development Director, stated the Resolution was for Approving Acceptance of a grant from N.C. Department of Transportation to assist in the funding of an additional rail spur to serve Pactiv Corporation. This grant enhances the County's Industrial park, by giving Pactiv (Dopaco) the okay to install, at it's own expense, a second rail spur to connect to the main line of the North Carolina Railroad Company. This will run parallel to the existing rail spur, so there will be dual tracks serving the facility for new growth. Mr. Pope stated the Lenoir County Industrial Park will benefit by allowing Pactiv/Dopaco to install at it own expense, a second rail spur connected to the main line of the North Carolina Railroad Company. Upon a motion by Mr. Hill and a second by Ms. Brown, Item No. 14 was unanimously approved.

Item No. 15 was a Resolution Authorizing the County Manager to execute a 60 Month Service and Use Contract with Carolina Telephone LLC- East. Mr. Joey Bryan, MIS Director, stated the resolution is authorizing the County Manager to execute a 60 month service and use contract with Carolina Telephone LLC East (“Embarq”) for VOIP equipment and maintenance with subsequent \$1 buyout lease agreement with CISCO to follow along with a product and services agreement with Century link Sales Solutions, Inc. He stated they have looked at upgrading what we have to the latest CISCO Unity/AVVID VOIP with phones and latest software, and can do this for \$5,019.93 per month. This would allow us to not only have the latest equipment under warranty, but it would realize a savings of \$433.51 or \$5,202.12 per year. Upon a motion by Mr. Hill and a second by Mr. Daughety, Item No. 15 was unanimously approved.

Item No. 16 was a Resolution Supporting Regional Interstate Connectivity in Eastern North Carolina. Mr. Daughety stated there has been discussion with Mayors in surrounding counties about interstate connectivity. Mr. Daughety stated it was agreed by the surrounding committees and mayors, interstate connectivity is necessary for the surrounding counties to have transportation access and would also promote growth for the surrounding counties as well as economic development. Mr. Daughety read the Resolution Supporting Regional Interstate Connectivity in Eastern North Carolina to the Board. Mr. Daughety stated the resolution will be presented to North Carolina Department of Transportation. Mr. Rouse asked if the resolution had been before the Lenoir County Transportation Board. Mr. Daughety stated that it had not because they had not met this month, but he did not foresee an issue. Mr. Davis stated he thought it should go before the Lenoir County Transportation Board before action was taken. Upon a motion by Ms. Brown and a second by Mr. Best the resolution was tabled. Mr. Davis stated once they had a response from the Transportation Committee the Resolution would be heard. Mr. Daughety suggested a “called” meeting. Mr. Hill commended the Lenoir County Transportation Committee for the efforts to create interstate connectivity.

APPOINTMENTS

Item No. 17 was a Resolution Approving Citizens to Boards, Commissions, Etc. Mr. Jarman, County Manager, stated there were some questions as to the Transportation Committee. He stated Mr. Griffin reviewed the Resolution that formed the committee in December 1996. The Resolution was reviewed to see what positions the Board of Commissioners are responsible for putting in place and when those terms expire. The terms expired in January. Mr. Jarman stated the Lenoir County Board of Commissioners has two members to selec. Mr. Davis appointed Gordon Vermillion as his designee. Mr. Griffin stated the Chairman is always on the Transportation Committee or he may have a designee. Mr. Griffin stated the first appearances would be at the April 1, 2013 meeting, and the second appearances will be on April 15, 2013. No action was taken.

<u>BOARD/COMMITTEE/COMMISSION</u>	<u>APPLICANT/CURRENT MEMBER</u>	<u>TERM EXPIRATION</u>

CLOSED SESSION

A motion was made by Mr. Daughety and seconded by Mr. Hill to go into closed session at 4:58 P.M. with the following cited: Number five (5) To establish or instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating (i) the price or other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease; or (ii) the amount of compensation and other materials terms of an employment contract or proposed employment contract. No action was taken.

OPEN SESSION

Upon a motion by Mr. Brown and a second by Mr. Rouse Mr. Davis adjourned the meeting at approximately 5:38 p.m..

Respectfully Submitted,

Reviewed By,

Martha Martin

Deputy Clerk

Michael W. Jarman

County Manager

**RESOLUTION APPROVING THE RELEASES AND REFUNDS
TO THE INDIVIDUALS LISTED HEREIN**

SUBJECT AREA: Finance

ACTION REQUESTED: Approval of Releases and Refunds as Prepared

HISTORY/BACKGROUND:

Releases and refunds result from listing and assessing due to incorrect and incomplete information.

EVALUATION:

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

RELEASES OVER \$100

Year	Name	Account	Amount	Reason
2011	Mario Martinez	72951	\$626.19	Corrected Listing
2012	Mario Martinez	72951	586.16	Corrected Listing
2012	Phoebe Foy	9007	334.80	Legal Exemption
2010	Craig Edwards	7850	183.25	Double Listed
2012	Kenneth Suggs	36462	191.28	Double Listed
2012	David Williams	18842	103.41	Corrected Listing
2011	Angela Supel	48121	195.14	Corrected Listing
2012	Angela Supel	48121	177.05	Corrected Listing
2012	Joseph Stroud	58758	190.62	Corrected Listing
2004	Mavis Moore	57708	105.30	Corrected Listing
2006	Mavis Moore	57708	155.32	Corrected Listing
2007	Mavis Moore	57708	150.12	Corrected Listing
2008	Mavis Moore	57708	138.01	Corrected Listing
2009	Mavis Moore	57708	102.64	Corrected Listing
2010	Mavis Moore	57708	124.72	Corrected Listing
2011	Mavis Moore	57708	115.71	Corrected Listing
2012	Mavis Moore	57708	106.47	Corrected Listing
2009	Mason Lee	63897	421.58	Corrected Listing
2009	Mason Lee	63897	351.45	Corrected Listing
2012	Lucille Ray	23928	229.96	Legal Exemption
2012	Jason Fox	54717	157.65	Corrected Listing
2012	Wendi Howard	25639	130.07	Corrected Listing
2010	James Gardner	9337	206.75	Legal Exemption
2011	James Gardner	9337	135.46	Legal Exemption
2012	James Gardner	9337	115.40	Legal Exemption
2002	Ronald Kennedy	9602	408.20	Corrected Listing
2012	Flower Canarero	72179	401.91	Corrected Listing
2012	Pink Hill Area Preservation	71630	3725.04	Legal Exemption
2010	Refugio Ambriz	69196	377.42	Corrected Listing
2011	Refugio Ambriz	69196	349.29	Corrected Listing
2012	Refugio Ambriz	69196	321.16	Corrected Listing
2011	Jeffrey Mills	19990	358.85	Corrected Listing
2012	Jeffrey Mills	19990	318.01	Corrected Listing
2004	Raymond Joyner	44164	1148.59	Corrected Listing
2005	Raymond Joyner	44164	1101.24	Corrected Listing

2006	Raymond Joyner	44164	1014.05	Corrected Listing
2007	Raymond Joyner	44164	932.89	Corrected Listing
2008	Raymond Joyner	44164	876.36	Corrected Listing
2009	Raymond Joyner	44164	264.76	Corrected Listing
2010	Raymond Joyner	44164	246.52	Corrected Listing
2011	Raymond Joyner	44164	228.28	Corrected Listing
2012	Raymond Joyner	44164	210.04	Corrected Listing
2009	Sylvia Moore	67198	930.55	Corrected Listing

Refunds

Year Name Account Amount Reason

MANAGER'S RECOMMENDATION: Approval of releases as set out above.



AMENDMENTS:

MOVED _____ SECOND _____

APPROVED _____ DENIED _____ UNANIMOUS _____

YEA VOTES: Brown _____ Davis _____ Sutton _____

Best _____ Daughety _____ Hill _____ Rouse _____

 Reuben Davis, Chairman Date
 Lenoir County Board of Commissioners

 ATTEST DATE

BUDGET ORDINANCE AMENDMENT: GENERAL FUND:
FINANCE/SHERIFF DEPARTMENT: \$1,550.: INCREASE



LENOIR COUNTY, NORTH CAROLINA
BUDGET AMENDMENT REQUEST

FY 2012 - 2013
Appropriations

Budget Amendment # _____
Date Approved _____

Distribution - Finance Office:

FUND		DEPARTMENT		LINE ITEM DESCRIPTION	
GENERAL		FINANCE/SHERIFF DEPARTMENT		VARIOUS	
Check One Box New Appropriation: <input checked="" type="checkbox"/> Line Item Transfer: <input type="checkbox"/> REVENUES			Check One Box New Appropriation: <input checked="" type="checkbox"/> Line Item Transfer: <input type="checkbox"/> EXPENDITURES		
Account # and Title		Amount	Account # and Title		Amount
INCREASE			INCREASE		
10-3842-8500	INSURANCE-MISCELLANEOUS	1,550.00	10-4310-2900	OTHER SUPPLIES	1,550.00
Total		1,550.00	Total		1,550.00

Reason and Justification for Request:
 BUDGET AMENDMENT TO APPROPRIATE FUNDS FROM ARGONAUT GREAT CENTRAL INSURANCE COMPANY RECEIVED ON 3/13/2013 IN THE AMOUNT OF \$1,550.00. THIS IS TO REIMBURSE FOR PURCHASING BLUE LIGHTS TO GO ON TOP OF THE VEHICLE THAT WAS PURCHASED AS A REPLACEMENT FOR A VEHICLE THAT WAS TOTALLED ON 12/11/2012.

Department Head Approval	Date	Finance Officer Approval	Date
<i>Martha H. Martin</i>	3/14/2013	<i>Martha H. Martin</i>	3/14/2013

Budget Officer Approval	Date
<i>Michael Jarman</i>	3/15/13

Board Approval (When Applicable)	Date	Date of Minutes

INTRODUCED BY: Michael Jarman, County Manager **DATE:** 04/01/2013 **ITEM NO.** 6

Resolution Approving Presentation of Badge and Service Weapon To
Retiring Sheriff William Edwin "Billy" Smith

SUBJECT AREA: PERSONNEL

ACTION REQUESTED:

The Board is requested to authorize Sheriff Chris Hill to present to retiring Sheriff William Edwin "Billy" Smith his Lenoir County Sheriff's Office badge and Smith & Wesson .357 caliber service weapon pursuant to state law and past county practices.

HISTORY / BACKGROUND:

Sheriff W.E. "Billy" Smith began his law enforcement career with the Lenoir County Sheriff's Office in November of 1972. Sheriff Smith left the Sheriff's Office to pursue a career as an Alcohol Law Enforcement Agent where he remained until December 31, 1988. On January 1, 1989 Agent Smith was appointed as Sheriff, replacing retiring Sheriff Leo Harper. Sheriff Smith has humbly served the citizens of North Carolina and the people of Lenoir County for 40 years. He has been the Sheriff of Lenoir County for the past 24 years and was President of the North Carolina Sheriff's Association in 2000. North Carolina retirement rules state that an officer must have 30 years of credible service or be age 55 with at least 15 years of credible service to retire. Sheriff Smith has more than exceeded those requirements for retirement, which became effective March 31, 2013.

North Carolina General Statute 20-187.2 provides for the presentation of an officer's badge upon his retirement and also provides for the governing body, in its discretion, to present the retiring officer with his service weapon after he receives a permit. Sheriff Smith received a handgun permit in March of 2013, which was made part of his personnel file.

A number of law enforcement officers retire each year in various state and local jurisdictions within North Carolina. In these instances, the officers have been presented with their badge and service weapon.

EVALUATION:

In keeping with the North Carolina General Statutes and local government practices, it is recommended that Sheriff W.E. "Billy" Smith be presented with his badge and Smith & Wesson, Air Lite, .357 service weapon (serial number DCW9004).

MANAGER'S RECOMMENDATION:

Respectfully Request Approval.

Initials

RESOLUTION: NOW THEREFORE BE IT RESOLVED by the Lenoir County Board of Commissioners authorize Sheriff Christopher Hill to present to retiring Sheriff William Edwin "Billy" Smith his Lenoir County Sheriff's Office badge and Smith & Wesson .357 service weapon.

AMENDMENTS:

MOVED _____ SECOND _____

APPROVED _____ DENIED _____ UNANIMOUS _____

YEA VOTES: Rouse _____ Sutton _____ Brown _____ Davis _____
Hill _____ Best _____ Daughety _____

Reuben Davis, Chairman

Date

ATTEST

Date

Child Abuse Prevention Month Proclamation

Whereas, children are vital to our state's future success, prosperity and quality of life as well as being our most vulnerable assets;

Whereas, all children deserve to have the safe, stable, nurturing homes and communities they need to foster their healthy growth and development;

Whereas, child abuse and neglect is a community responsibility affecting both the current and future quality of life of a community;

Whereas, communities that provide parents with the social support, knowledge of parenting and child development and concrete resources they need to cope with stress and nurture their children ensure all children grow to their full potential;

Whereas, effective child abuse prevention strategies succeed because of partnerships created among citizens, human service agencies, schools, faith communities, health care providers, civic organizations, law enforcement agencies, and the business community;

Therefore, I do hereby proclaim **April** as **Child Abuse Prevention Month** and call upon all citizens, community agencies, faith groups, medical facilities, elected leaders and businesses to increase their participation in our efforts to support families, thereby preventing child abuse and strengthening the communities in which we live.

Signature

Date

A RESOLUTION HONORING REBECCA JONES

Item NO.8

- WHEREAS, the Lenoir County Board of Commissioners wishes to proudly acknowledge and to publicly recognize employees retiring from the Lenoir County Department of Social Services; and,
- WHEREAS, Ms. Rebecca Jones was employed by the County Director of Social Services as a Typist III on February 1, 1983; and,
- WHEREAS, Ms. Rebecca Jones was promoted to a Social Services Eligibility Specialist I on August 1, 1985; and,
- WHEREAS, Ms. Rebecca Jones transferred to a Typist III position on May 26, 1988; and,
- WHEREAS, Ms. Rebecca Jones' position was reallocated as a Clerk Typist III on January 1, 1989; and,
- WHEREAS, Ms. Rebecca Jones' position was reclassified to an Office Assistant III on July 1, 1993; and,
- WHEREAS, Ms. Rebecca Jones was promoted to an Income Maintenance Caseworker II on August 15, 1993; and,
- WHEREAS, Ms. Rebecca Jones was promoted to an Income Maintenance Caseworker III on April 21, 1997; and,
- WHEREAS, Ms. Rebecca Jones was promoted to an Income Maintenance Supervisor II on August 14, 2006; and,
- WHEREAS, Ms. Rebecca Jones has dedicated her professional career at Lenoir County Department of Social Services to public service and to the citizens of Lenoir County; and,
- WHEREAS, Ms. Rebecca Jones submitted her notice of retirement from the Lenoir County Department of Social Services effective May 1, 2013; and,
- WHEREAS, Ms. Rebecca Jones will retire with thirty years of service from the Lenoir County Department of Social Services.

THEREFORE BE IT RESOLVED, this the 1st Day of April in the Year 2013 of our Lord, that the Lenoir County Board of Commissioners recognizes Ms. Rebecca Jones for her efforts, commitment and compassion that she has so freely given to the citizens of Lenoir County and further resolved that a copy of this Resolution be transmitted to Ms. Rebecca Jones by the Clerk to the Board of Commissioners of Lenoir County.

BOARD OF COMMISSIONERS OF LENOIR COUNTY

BY:

Mr. Reuben Davis, Chairman

ATTEST:

Clerk to the Board of Lenoir County Commissioners



LENOIR COUNTY, NORTH CAROLINA
BUDGET AMENDMENT REQUEST

FY 2012-2013
 Appropriations

Distribution - Finance Office:

Budget Amendment # _____
 Date Approved _____

FUND	DEPARTMENT	LINE ITEM DESCRIPTION	
GENERAL	FINANCE/SOCIAL SERVICES	VARIOUS	
Check One Box New Appropriation: <input checked="" type="checkbox"/> Line Item Transfer: <input type="checkbox"/> REVENUES		Check One Box New Appropriation: <input checked="" type="checkbox"/> Line Item Transfer: <input type="checkbox"/> EXPENDITURES	
Account # and Title	Amount	Account # and Title	Amount
INCREASE		INCREASE	
10-3991-991 FUND BALANCE APPROPRIATED	16,509.00	10-5363-4975 FEDERAL ADOPTION INCENTIVE FUN	16,509.00
Total	SUBTOTAL 16,509.00	Total	SUBTOTAL 16,509.00

Reason and Justification for Request:
 TO BRING FORWARD UNEXPENDED FY11-12 FUNDS FROM THE FEDERAL ADOPTION INCENTIVE FUND AND BUDGET IN FY12-13. THE LENOIR COUNTY DEPT. OF SOCIAL SERVICES RECEIVED THESE FUNDS IN FY04-05. THESE FUNDS CAN ONLY BE USED TO ENHANCE THE ADOPTION PROGRAMS TO SECURE HOMES FOR HARD TO PLACE CHILDREN. THERE IS NO TIME LIMIT ON THE EXPENDITURE OF THE FUNDS. THE ACTUAL AMOUNT TO ROLL FORWARD FROM FY11-12 WAS \$21,509, BUT \$5,000 HAD BEEN BUDGETED IN ERROR - THIS IS THE NET DIFFERENCE.

Department Head Approval	Date	Finance Officer Approval	Date
<i>Martha H. Martin</i>	3/15/2013	<i>Martha H. Martin</i>	3/15/2013

Budget Officer Approval	Date
<i>Michael W. Jarmon</i>	3/15/13

Board Approval (When Applicable)	Date	Date of Minutes

BUDGET ORDINANCE AMENDMENT: SCHOOL CAPITAL FUND
SCHOOL BUILDING: \$324,705. INCREASE



LENOIR COUNTY, NORTH CAROLINA
BUDGET AMENDMENT REQUEST

FY 2012 - 2013
Appropriations

Budget Amendment # _____
Date Approved _____

Distribution - Finance Office:

FUND		DEPARTMENT		LINE ITEM DESCRIPTION	
SCHOOL CAPITAL		SCHOOL BUILDING		VARIOUS	
Check One Box New Appropriation: <input checked="" type="checkbox"/> Line Item Transfer: <input type="checkbox"/> REVENUES			Check One Box New Appropriation: <input checked="" type="checkbox"/> Line Item Transfer: <input type="checkbox"/> EXPENDITURES		
Account # and Title		Amount	Account # and Title		Amount
<u>INCREASE</u>			<u>INCREASE</u>		
21-3593-3300	School Building Capital Funds	153,300.00	21-5900-5001	Public School Bldg Capital	153,300.00
21-3991-9910	Fund Balance Appropriated	171,405.00	21-5900-5002	Public School Bldg-Local Match	51,100.00
			21-5900-5810	Capital Reserve	120,305.00
Total		324,705.00	Total		324,705.00

Reason and Justification for Request:
Budget amendment to cover additional Public School Building Capital projects that have been approved by the Department of Public Instruction and purchasing two new activity buses from sales tax funds. The State's ADM funds will pay for 75% of the project (the State is no longer setting these funds aside) and the 25% balance will come from the sales tax collected for the schools to cover capital expenditures. This will cover replacing a boiler at Woodington (\$33,500), roofing at North Lenoir High School (\$48,900), replacing the track at Kinston High School (\$122,000) and purchasing two new activity buses (\$175,204).

Department Head Approval	Date	Finance Officer Approval	Date
<i>Martha H. Martin</i>	3/14/2013	<i>Martha H. Martin</i>	3/14/2013
Budget Officer Approval	Date		
<i>Michael W. Jarman</i>	3/15/13		
Board Approval (When Applicable)	Date	Date of Minutes	

INTRODUCED BY: Michael W. Jarman, County Manager DATE: 4/1/13 ITEM NO. 11

Resolution: Authorizing purchase order execution: Maximus, Inc.: Cost Allocation Plan and EMS Medicaid Reimbursement Report: **\$5,750.**

SUBJECT AREA: Financial

ACTION REQUESTED:

The Board is requested to authorize the execution of a purchase order to Maximus, Inc. for preparation of Lenoir County's Cost Allocation Plan and the EMS Medicaid Reimbursement Report in the amount of \$5,750, and authorize the County Manager to execute the contract associated with this purchase order.

HISTORY/BACKGROUND:

The Board approved acceptance on 4/04/11 of a proposal from Maximus, Inc. for preparation of the Cost Allocation Plan for a three (3) year period (FY 10-11, FY 11-12, and FY 12-13), at a fixed cost of \$5,750 per year.

The indirect cost allocation plan is very important to the Social Services Department because it determines the allowable costs incurred by the County to support and administer Federal programs. These costs are reported and reimbursed to the County on a monthly basis. The allowable annual costs for Social Services proposed by the plan ending June 30, 2011 were \$919,136.

The EMS Report is also vital to the Emergency Services Department, since it is the basis of the annual EMS Medicaid Reimbursement. Emergency and non-emergency Medicaid trips are considered in this report and the reimbursement to the County is based on average costs per trip of all EMS systems in the state.

EVALUATION:

Approval of this resolution will allow the encumbrance of funds and eventual payment for services as billed.

MANAGER'S RECOMMENDATION:

Respectfully recommend approval. _____

RESOLUTION: NOW THEREFORE BE IT RESOLVED that the Lenoir County Board of Commissioners authorizes the Finance Officer to execute a purchase order to Maximus, Inc. for preparation of the Lenoir County Cost Allocation Plan and EMS Medicaid Reimbursement Report, in an amount not to exceed \$5,750, and authorize the County Manager to sign the contract associated with this purchase order.

Funding Source: General Fund
 10-4200-1911 Professional Services – Cost Allocation \$5,000
 10-4200-1915 Professional Services – EMS Plan \$ 750

AMENDMENTS:

MOVED _____ **SECONDED** _____

APPROVED _____ **DENIED** _____ **UNANIMOUS** _____

Yea Votes: Davis ___ **Brown** ___ **Best** ___ **Daughety** ___ **Hill** ___

Rouse ___ **Sutton** ___

Reuben J. Davis, Chairman

Date

Attest

Date

INTRODUCED BY: Michael W. Jarman, County Manager **DATE:** 4/1/2013 **ITEM NO.** 12

RESOLUTION: Approving Acceptance of Proposal and Execution of Contract for Independent Audit Services: Pittard, Perry & Crone, Inc., LaGrange, NC.

SUBJECT AREA: Financial

ACTION REQUESTED:

The Board is requested to authorize the acceptance of a proposal from Pittard, Perry & Crone, Inc., of LaGrange, NC, to perform independent audit services and to prepare the continuing disclosure for FY 2012-13 and also authorize the Finance Officer and the Chairman of the Board of Commissioners to execute the contract for Fiscal Year 2012-2013 in the amount of \$44,400.

HISTORY/BACKGROUND:

On May 2, 2011, the Board accepted a proposal from the certified public accounting firm of Pittard, Perry, & Crone, Inc. of LaGrange, NC to conduct the annual financial audit of Lenoir County for Fiscal Year 2010-11 at a cost of \$41,800; Fiscal Year 2011-12 at a cost of \$43,100; and Fiscal Year 2012-13 at a cost of \$44,400. Pittard, Perry & Crone's proposal represented the lowest cost to the County of all proposals submitted. The County has contracted with Pittard, Perry, & Crone Inc. to conduct their fiscal year audits for the past several years with only a marginal increase each year since.

EVALUATION:

The Board is reminded that it is mandatory that this independent audit be undertaken. The auditor works at the behest of the Board, not the County Administration. This proposal involves a one year contract.

MANAGER'S RECOMMENDATION:

Respectfully recommend approval. _____

RESOLUTION: NOW THEREFORE BE IT RESOLVED that

the Board authorizes acceptance of the proposal for audit services and continuing disclosure dated February 16, 2012, from Pittard, Perry & Crone, Inc., of LaGrange NC, and authorizes the Finance Officer and the Chairman of the Board to execute a contract for preparation of the annual audit for Fiscal Year 2012-13 in the amount of \$44,400.

AMENDMENTS:

APPROVED _____ **DENIED** _____ **UNANIMOUS**

Yea Votes: Davis ___ Brown ___ Best ___ Daughety ___ Hill ___
Rouse ___ Sutton ___

Reuben J. Davis, Chairman

Date

Attest

Date

Resolution Declaring Property as Surplus and Authorizing the
Sale of the Surplus Property by Auction

SUBJECT AREA: Administrative

ACTION REQUESTED:

The Board is requested to declare property as surplus and authorize the sale of the surplus property through the negotiated offer and upset bid process in accordance with procedures set forth in NC General Statute 160A-269.

HISTORY/BACKGROUND:

The County has acquired various properties over a period of time mainly through tax foreclosures. Some of these properties have structures on them and some are vacant lots. These properties add no value to the operations of the County.

EVALUATION:

The County owns various properties that are of no useful value to the County. In accordance with procedures set forth in N.C. General Statute 160A-269, County Administration is requesting the approval of the Board to sell the following listed properties through the negotiated offer and upset bid process. The sale of these properties will return them to private owners and add them once again to the tax scrolls.

<u>Tax Department Record Number</u>	<u>Property Description</u>
1168	Off Gilbert School Rd., Grifton
5628	1201 Sycamore Rd., Kinston
5650	Lot Dunn Rd., Kinston
38708 ½ Undivided Interest	109 E. North St., Kinston

MANAGER'S RECOMMENDATION:

Respectfully recommend approval. _____

RESOLUTION: NOW THEREFORE BE IT RESOLVED

By the Lenoir County Board of Commissioners that County owned property listed in this resolution be declared as surplus and authorize the County Manager to sell the property through the negotiated offer and upset bid process in accordance with N.C. General Statute 160A-269.

AMENDMENTS:

MOVED _____ SECONDED _____

APPROVED _____ DENIED _____ UNANIMOUS

Yea Votes: Davis ___ Brown ___ Best ___ Daughety ___ Hill ___

Rouse ___ Sutton ___

Reuben J. Davis, Chairman

Date

Attest

Date

INTRODUCED BY: Michael W. Jarman, County Manager **DATE:** 04/01/13 **ITEM NO.** 14

RESOLUTION: Appointing Martha H. Martin as Clerk to the Lenoir County Board of Commissioners and Appointing Thomas L. Hollowell, Lashanda A. Hall, Faye Mervin as Deputy Clerks to the Board

SUBJECT AREA: Administrative

ACTION REQUESTED: The Lenoir County Board of Commissioners are respectfully requested to officially appoint Martha H. Martin as Clerk to the Board and Thomas L. Hollowell, Lashanda A. Hall, and Faye Mervin as Deputy Clerks to the Board.

HISTORY / BACKGROUND: NC General Statute 153-111 states that, "The Board of Commissioners shall appoint or designate a Clerk to the Board. The Board may designate the Register of Deeds or any other county officer or employee as Clerk. The Clerk shall perform any duties that may be required by law or the Board of Commissioners. The Clerk shall serve at the pleasure of the Board." The Board may appoint as many Deputy Clerks as necessary to carry out the duties of the Clerk when the Clerk is unavailable to perform the duties required of the position.

EVALUATION: NC General Statute 153-111 states that the Board of Commissioners shall appoint a Clerk to the Board. It is recommended that there be multiple Deputy Clerks in order to provide adequate "back-up", should the Clerk be unavailable to **attest** to Board actions and carry out the duties of the Clerk when the Clerk is unavailable to perform the duties required of the position. It is anticipated that the absence of the Clerk will be rare, but it could happen. Administration will continually evaluate the effectiveness of this arrangement.

MANAGER'S RECOMMENDATION:

Respectfully recommend approval.

RESOLUTION:

NOW THEREFORE BE IT RESOLVED by the Lenoir County Board of Commissioners that Martha H. Martin be appointed Clerk to the Board and be it further resolved that Thomas L. Hollowell, Lashanda A. Hall, and Faye Mervin be appointed as Deputy Clerks to the Board.

AMENDMENTS:

MOVED _____ SECOND _____

APPROVED _____ DENIED _____ UNANIMOUS _____

YEA VOTES: Davis _____ Brown _____ Best _____ Daughety _____

Hill _____ Rouse _____ Sutton _____

Reuben J. Davis., Chairman 04/01/13
Date

ATTEST 04/01/13
Date

INTRODUCED BY: Michael Jarman, County Manager DATE: 04/01/13 ITEM NO 15

Resolution Authorizing Acceptance of Community Transformation Grant Funds - \$9,319

SUBJECT AREA: Lenoir County Farmer's Market

ACTION REQUESTED:

To authorize acceptance of Community Transformation Grant funds in the amount of \$9,319 to support access to healthy local foods, by providing marketing and supplies to the Lenoir County Farmer's Market and LCFM Annex.

HISTORY/BACKGROUND:

The Lenoir County Farmer's Market provides community access to local foods and produce. The mission of the Community Transformation Grant Projects is to increase the number of new or enhanced farmers' markets, mobile markets, farm stands and community supported agriculture programs. Lenoir County is a part of the Region 10 Projects. The Community Transformation Grant program is funded by the Centers for Disease Control (CDC) and supports community-level efforts to reduce chronic diseases such as heart disease, cancer, stroke, and diabetes. By promoting healthy lifestyles, especially among population groups experiencing the greatest burden of chronic disease, these grants are designed to help improve health, reduce health disparities, and control health care spending. There are four key strategies within the grant: Tobacco-free Living, Active Living, Healthy Eating, and Healthcare Quality Improvement. Within the Healthy Eating component, the Region 10 goal is to increase the number of new or enhanced farmers' markets, mobile markets, farm stands, and community supported agriculture programs.

EVALUATION:

With the \$9,319 contribution for our Lenoir County Farmer's Market and Annex, our goal is to increase awareness and participation in the market including the customer base as well as the vendor base. Through implementation of this project we plan to purchase additional vendor tables with wheels, additional produce benches, low-energy light bulbs, multi purpose tent for additional food demonstrations, and signage.

MANAGER'S RECOMMENDATION:

Initials

RESOLUTION: NOW THEREFORE BE IT RESOLVED by the Lenoir County Board of Commissioners that Lenoir County Cooperative Extension be authorized to accept Community Transformation Grant Funds in the amount of \$9,319 to support access to healthy local foods, by providing marketing and supplies to the Lenoir County Farmer's Market and LCFM Annex.

AMENDMENTS

MOVED _____ SECOND _____

APPROVED _____ DENIED _____ UNANIMOUS _____

YEA VOTES: Brown _____ Davis _____ Sutton _____

Best _____ Daughety _____ Hill _____ Rouse _____

Reuben Davis, Chairman
Lenoir County Board of Commissioners

Date

ATTEST

DATE

INTRODUCED BY: Michael Jarman, County Manager **DATE:** 04/01/13 **ITEM NO.** 116

Resolution Authorizing The County Manager to execute a \$1 Buyout Lease Agreement with De Lage Landen Public Finance, LLC along with a Product and Services Agreement with Centurylink Sales Solutions, Inc

SUBJECT ARES: Purchases / Bids

ACTION REQUESTED:

Approval Authorizing the County Manager to execute a \$1 buyout lease agreement with De Lage Landen Public Finance, LLC along with a Product and Services agreement and a statement of work with Centurylink Sales Solutions, Inc.

HISTORY/BACKGROUND:

Lenoir County migrated to its current CISCO Unity/AVVID VOIP equipment 5 years ago. In doing so we realized savings over \$30,000 each month on phone charges. Our lease is currently up and we are paying \$5,453.44 each month to hold onto this equipment.

EVALUATION:

We have looked at upgrading what we have to the latest CISCO Unity/.AVVID VOIP with phones and latest software, and we can do this for \$5,019.93 per month. This would allow us to not only have Latest Equipment under warranty, but it would realize a savings of \$433.51 or \$5,202.12 per year.

MANAGER'S RECOMMENDATION:

Respectfully Recommend Approval.

INITIALS

RESOLUTION: NOW, THEREFORE BE IT RESOLVED By the Lenoir County Board of Commissioners Authorize The County Manager to execute a \$1 buyout lease agreement with De Lage Landen Public Finance, LLC along with a Product and Services agreement and a statement of work with Centurylink Sales Solutions, Inc and all associated paperwork.

AMENDMENTS

MOVED _____ SECOND _____

APPROVED _____ DENIED _____ UNANIMOUS _____

YEA VOTES: Brown _____ Davis _____ Best _____ Rouse _____ Hill _____
Daughety _____ Sutton _____

Reuben J. Davis, Chairman

Date

ATTEST

Date

De Lage Landen Public Finance LLC

1111 Old Eagle School Road
Wayne, PA 19087

State and Local Government Lease-Purchase Agreement

PHONE: (800) 736-0220
FACSIMILE: (800) 700-4643

LESSEE	Full Legal Name COUNTY OF LENOIR	Phone Number (252) 559-6450
	DBA Name (if any)	Purchase Order Requisition Number
Billing Address 130 South Queen Street	City Kinston	State Zip NC 28502
		Send Invoice to Attention of:

EQUIPMENT INFORMATION	Equipment Make	Model No.	Serial Number	Description (Attach Separate Schedule If Necessary)
				Please See Attached Equipment Description As "Attachment 2"
Equipment Location (if not same as above)		City	State	Zip

PAYMENT INFORMATION	Number of Lease Payments 60	Lease Payments: See Lease Payment Schedule Attached as Attachment 1
	Full Lease Term (in Months) 60	Payment Frequency <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semiannually <input type="checkbox"/> Annually <input type="checkbox"/> Other _____
		End of Lease Option: S1

BANK QUALIFICATION	By checking the box below, YOU hereby designate this Lease as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Internal Revenue Code and represent that the aggregate face amount of all tax-exempt obligations (excluding private activity bonds other than qualified 501 (c)(3) bonds) issued or to be issued by YOU and YOUR subordinate entities during the calendar year in which WE fund this Lease is not reasonably expected to exceed \$10,000,000.
	<input type="checkbox"/> Bank Qualification Elected

TERMS AND CONDITIONS

Please read YOUR copy of this State and Local Government Lease-Purchase Agreement ("Lease") carefully and feel free to ask US any questions YOU may have about it. Words "YOU" and "YOUR" refer to the "Lessee" and the words "WE," "US" and "OUR" refer to De Lage Landen Public Finance LLC, its successors and assigns, as the "Lessor" of the Equipment.

1. LEASE. WE agree to lease to YOU and YOU agree to lease from US, the equipment listed above (and on any attached schedule) including all replacement parts, repairs, additions and accessories ("Equipment") on the terms and conditions of this Lease and on any attached schedule.

2. TERM. This Lease is effective on the date when the term of this Lease and YOUR obligation to pay rent commence, which date shall be the date that funds are advanced by US to YOU, the vendor of the Equipment or an escrow agent for the purpose of paying or reimbursing all or a portion of the cost of the Equipment (the "Commencement Date") and continues thereafter for an original term ("Original Term") ending at the end of YOUR budget year in effect on the Commencement Date and may be continued by YOU for additional one-year renewal terms ("Renewal Terms") coinciding with YOUR budget year up to the total number of months indicated above as the Full Lease Term; provided, however, that at the end of the Original Term and at the end of each Renewal Term until the Full Lease Term has been completed, YOU shall be deemed to have continued this Lease for the next Renewal Term unless YOU shall have terminated this Lease pursuant to Section 5 or Section 17. Lease Payments will be due as set forth on Attachment 1 until the balance of the Lease Payments and any additional Lease Payments or expenses chargeable to YOU under this Lease are paid in full. As set forth in the Lease Payment Schedule, a portion of each Lease Payment is paid as, and represents payment of, interest. YOUR obligation to pay the Lease Payments and YOUR other Lease obligations are absolute and unconditional and are not subject to cancellation, reduction, setoff or counterclaim except as provided in Section 5. THIS LEASE IS NON-CANCELABLE EXCEPT AS PROVIDED IN SECTION 5.

3. LATE CHARGES. If a Lease Payment is not made on the date when due, YOU will pay US a late charge at the rate of 18% per annum or the maximum amount permitted by law, whichever is less, from such date.

4. CONTINUATION OF LEASE TERM. YOU currently intend, subject to Section 5, to continue this Lease through the Full Lease Term and to pay the Lease Payments hereunder. YOU reasonably believe that legally available funds in an amount sufficient to make all Lease Payments during the Full Lease Term can be obtained. YOUR responsible financial officer shall do all things lawfully within his or her power to obtain and maintain funds from which the Lease Payments may be made, including making provision for the Lease Payments to the extent necessary in each proposed annual budget submitted for approval in accordance with YOUR applicable procedures and to exhaust all available reviews and appeals if that portion of the budget is not approved. Notwithstanding the foregoing, the decision whether to budget or appropriate funds and to extend this Lease for any Renewal Term is solely within the discretion of YOUR governing body.

5. NONAPPROPRIATION. YOU are obligated only to pay such Lease Payments under this Lease as may lawfully be made from funds budgeted and appropriated for that purpose during YOUR then current budget year. If YOU fail to appropriate or otherwise make available funds to pay the Lease Payments required to be paid in the next occurring Renewal Term, this Lease shall be deemed terminated at the end of the then current Original Term or Renewal Term. YOU agree to deliver written notice to US of such termination at least 90 days prior to the end of the then current Original Term or Renewal Term, but failure to give such notice shall not extend the term of this Lease beyond the then current Original Term or Renewal Term. If this Lease is terminated in accordance with this Section, YOU agree, at YOUR cost and expense, to peacefully deliver the Equipment to US at the location or locations specified by US.

6. WARRANTIES. WE are leasing the Equipment to YOU "AS-IS" and WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. WE transfer to YOU, without recourse, for the term of this Lease all warranties, if any, made by the manufacturer. YOU ALSO ACKNOWLEDGE THAT NO ONE IS AUTHORIZED TO WAIVE OR CHANGE ANY TERM, PROVISION OR CONDITION OF THIS LEASE AND, EXCEPT FOR THE MANUFACTURER WARRANTIES, MAKE ANY REPRESENTATION OR WARRANTY ABOUT THIS LEASE OR THE EQUIPMENT. WE SHALL NOT BE LIABLE FOR SPECIAL, RESULTING OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFIT OCCASIONED BY ANY BREACH OF WARRANTY OR REPRESENTATION OR RESULTING FROM THE USE OR PERFORMANCE OF THE EQUIPMENT. YOUR OBLIGATION TO PAY IN FULL ANY AMOUNT DUE UNDER THE LEASE WILL NOT BE AFFECTED BY ANY DISPUTE, CLAIM, COUNTERCLAIM, DEFENSE OR OTHER RIGHT WHICH YOU MAY HAVE OR ASSERT AGAINST THE SUPPLIER OR THE EQUIPMENT MANUFACTURER.

7. DELIVERY AND ACCEPTANCE. YOU ARE RESPONSIBLE, AT YOUR OWN COST, TO ARRANGE FOR THE DELIVERY AND INSTALLATION OF THE EQUIPMENT (UNLESS THOSE COSTS ARE INCLUDED IN THE COSTS OF THE EQUIPMENT TO US). IF REQUESTED, YOU WILL SIGN A SEPARATE EQUIPMENT DELIVERY AND ACCEPTANCE CERTIFICATE. WE MAY AT OUR DISCRETION CONFIRM BY TELEPHONE THAT YOU HAVE ACCEPTED THE EQUIPMENT AND THAT TELEPHONE VERIFICATION OF YOUR ACCEPTANCE OF THE EQUIPMENT SHALL HAVE THE SAME EFFECT AS A SIGNED DELIVERY AND ACCEPTANCE CERTIFICATE.

(Terms and Conditions continued on the reverse side of this Lease.)

LESSEE SIGNATURE	YOU agree to all of the Terms and Conditions contained in both sides of this Lease, and in any attachments to same (all of which are included by reference) and become part of this Lease. YOU acknowledge to have read and agreed to all the Terms and Conditions.	
	You agree that this is a non-cancelable lease. The Equipment is: <input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED	
	Signature _____	Date _____
	Title _____	
	Print Name _____	
	Legal Name of Corporation COUNTY OF LENOIR (LEASE MUST BE SIGNED BY AUTHORIZED OFFICIAL OF LESSEE)	

LESSOR	Lessor Signature _____	Date _____
	Print Name _____	
	Title _____	
	For DE LAGE LANDEN PUBLIC FINANCE LLC	
	Lease Number PUB 12132	
	Lease Date July 1, 2013	
	Vendor I.D. Number L0936	

8. TITLE, PERSONAL PROPERTY, LOCATION, INSPECTION, NO MODIFICATIONS OR ALTERATIONS. YOU have title to the Equipment; provided that title to the Equipment will immediately and without any action by YOU vest in US, and YOU shall immediately surrender possession of the Equipment to US, (a) upon any termination of this Lease other than termination pursuant to Section 17 or (b) if YOU are in default of this Lease. It is the intent of the parties hereto that any transfer of title to US pursuant to this Section shall occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. YOU shall, nevertheless, execute and deliver any such instruments as WE may request to evidence such transfer. As security for YOUR obligations hereunder, WE retain a security interest in the Equipment and all proceeds thereof. YOU have the right to use the Equipment during the term of this Lease, except as otherwise expressly set forth in this Lease. Although the Equipment may become attached to real estate, it remains personal property. YOU agree not to alter or modify the Equipment or permit a lien to be placed upon the Equipment or to remove the Equipment without OUR prior written consent. If WE feel it is necessary, YOU agree to provide US with waivers of interest or liens from anyone claiming any interest in the real estate on which any items of Equipment is located. WE also have the right, at reasonable times, to inspect the Equipment.

9. MAINTENANCE. YOU are required, at YOUR own cost and expense, to keep the Equipment in good repair, condition and working order, except for ordinary wear and tear, and YOU will supply all parts and servicing required. All replacement parts used or installed and repairs made to the Equipment will become OUR property.

YOU ACKNOWLEDGE THAT WE ARE NOT RESPONSIBLE FOR PROVIDING ANY REQUIRED MAINTENANCE AND/OR SERVICE FOR THE EQUIPMENT. YOU WILL MAKE ALL CLAIMS FOR SERVICE AND/OR MAINTENANCE SOLELY TO THE SUPPLIER AND/OR MANUFACTURER AND SUCH CLAIMS WILL NOT AFFECT YOUR OBLIGATION TO MAKE ALL REQUIRED LEASE PAYMENTS.

10. ASSIGNMENT. YOU AGREE NOT TO TRANSFER, SELL, SUBLEASE, ASSIGN, PLEDGE OR ENCUMBER EITHER THE EQUIPMENT OR ANY RIGHTS UNDER THIS LEASE WITHOUT OUR PRIOR WRITTEN CONSENT. YOU agree that WE may sell, assign or transfer this Lease and, if WE do, the new owner will have the same rights and benefits that WE now have and will not have to perform any of OUR obligations and the rights of the new owner will not be subject to any claims, counterclaims, defenses or set-offs that YOU may have against US. YOU hereby appoint Municipal Registrar Services (the "Registrar") as YOUR agent for the purpose of maintaining a written record of each assignment in form necessary to comply with Section 149(a) of the Internal Revenue Code of 1986, as amended. No such assignment shall be binding on YOU until the Registrar has received written notice from the assignor of the name and address of the assignee.

11. LOSS OR DAMAGE. YOU are responsible for the risk of loss or destruction of, or damage to the Equipment. No such loss or damage relieves YOU from any obligation under this Lease. If any of the Equipment is damaged by fire or other casualty or title to, or the temporary use of, any of the Equipment is taken under the exercise of the power of eminent domain, the net proceeds ("Net Proceeds") of any insurance claim or condemnation award will be applied to the prompt replacement, repair, restoration, modification or improvement of that Equipment, unless YOU have exercised YOUR option to purchase the Equipment pursuant to Section 17. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to YOU.

12. INDEMNITY. WE are not responsible for any losses or injuries caused by the manufacture, acquisition, delivery, installation, ownership, use, lease, possession, maintenance, operation or rejection of the Equipment or defects in the Equipment. To the extent permitted by law, YOU agree to reimburse US for and to defend US against any claim for losses or injuries relating to the Equipment. This indemnity will continue even after the termination of this Lease.

13. TAXES. YOU agree to pay all applicable license and registration fees, sale and use taxes, personal property taxes and all other taxes and charges, relating to the ownership, leasing, rental, sale, purchase, possession or use of the Equipment (except those based on OUR net income). YOU agree that if WE pay any taxes or charges, YOU will reimburse US for all such payments and will pay US interest and a late charge (as calculated in Section 3) on such payments with the next Lease Payment, plus a fee for OUR collecting and administering any taxes, assessments or fees and remitting them to the appropriate authorities.

14. INSURANCE. During the term of this Lease, YOU will keep the Equipment insured against all risks of loss or damage in an amount not less than the replacement cost of the Equipment, without deductible and without co-insurance. YOU will also obtain and maintain for the term of this Lease, comprehensive public liability insurance covering both personal injury and property damage of at least \$100,000 per person and \$300,000 per occurrence or bodily injury and \$50,000 for property damage. WE will be the sole named loss payee on the property insurance and named as an additional insured on the public liability insurance. YOU will pay all premiums for such insurance and must deliver proof of insurance coverage satisfactory to US. If YOU do not provide such insurance, YOU agree that WE have the right, but not the obligation, to obtain such insurance and add an insurance fee to the amount due from you, on which we make a profit.

15. DEFAULT. Subject to Section 5, YOU are in default of this Lease if any of the following occurs: (a) YOU fail to pay any Lease Payment or other sum when due; (b) YOU breach any warranty or other obligation under this Lease, or any other agreement with US, (c) YOU become insolvent or unable to pay YOUR debts when due, YOU make an assignment for the benefit of creditors or YOU undergo a substantial deterioration in YOUR financial condition, or (d) YOU file or have filed against YOU a petition for liquidation, reorganization, adjustment of debt or similar relief under the Federal Bankruptcy Code or any other present or future federal or state bankruptcy or insolvency law, or a trustee, receiver or liquidator is appointed for YOU or a substantial part of YOUR assets.

16. REMEDIES. WE have the following remedies if YOU are in default of this Lease: WE may declare the entire balance of the unpaid Lease Payments for the then current Original Term or Renewal Term immediately due and payable; sue for and receive all Lease Payments and any other payments then accrued or accelerated under this Lease; charge YOU interest on all monies due US at the rate of eighteen percent (18%) per year from the date of default until paid, but in no event more than the maximum rate permitted by law; charge YOU a return-check or non-sufficient funds charge ("NSF Charge") of \$25.00 for a check that is returned for any reason; and require that YOU return the Equipment to US and, if YOU fail to return the Equipment, enter upon the premises peaceably with or without legal process where the Equipment is located and repossess the Equipment. Such return or repossession of the Equipment will not constitute a termination of this Lease unless WE expressly notify YOU in writing. If the Equipment is returned or repossessed by US and unless WE have terminated this Lease, WE will sell or re-rent the Equipment to any persons with any terms WE determine, at one or more public or private sales, with or without notice to YOU, and apply the net proceeds after deducting the costs and expenses of such sale or re-rent, to YOUR obligations with YOU remaining liable for any deficiency and with any excess over the amounts described in this Section plus the then applicable Purchase Price to be paid to YOU.

YOU are also required to pay (i) all expenses incurred by US in connection with the enforcement of any remedies, including all expenses of repossessing, storing, shipping, repairing and selling the Equipment, and (ii) reasonable attorneys' fees.

17. PURCHASE OPTION. Provided YOU are not in default, YOU shall have the option to purchase all but not less than all of the Equipment (a) on the date the last Lease Payment is due (assuming this Lease is renewed at the end of the Original Term and each Renewal Term), if this Lease is still in effect on that day, upon payment in full of Lease Payments and all other amounts then due and the payment of One Dollar to US; (b) on the last day of the Original Term or any Renewal Term then in effect, upon

at least 60 days' prior written notice to US and payment in full to US of the Lease Payments and all other amounts then due plus the then applicable Purchase Price set forth on the Lease Payment Schedule; or (c) if substantial damage to or destruction or condemnation of substantially all of the Equipment has occurred, on the day specified in YOUR written notice to US of YOUR exercise of the purchase option upon at least 60 days' prior notice to US and payment in full to US of the Lease Payments and all other amounts then due plus the then applicable Purchase Price set forth on the Lease Payment Schedule.

18. REPRESENTATIONS AND WARRANTIES. YOU warrant and represent as follows: (a) YOU are a public body corporate and politic duly organized and existing under the constitution and laws of YOUR State with full power and authority to enter into this Lease and the transactions contemplated hereby and to perform all of YOUR obligations hereunder; (b) YOU have duly authorized the execution and delivery of this Lease by proper action by YOUR governing body at a meeting duly called, regularly convened and attended throughout by the requisite majority of the members thereof or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Lease; (c) YOU have complied with such public bidding requirements as may be applicable to this Lease and the acquisition by YOU of the Equipment; (d) all authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by YOU of this Lease or in connection with the carrying out by YOU of YOUR obligations hereunder have been obtained; (e) this Lease constitutes the legal, valid and binding obligation of YOU enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally; (f) YOU have, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Lease Payments scheduled to come due during the current budget year and to meet YOUR other obligations under this Lease for the current budget year, and those funds have not been expended for other purposes; (g) the Equipment is essential to YOUR functions or to the services YOU provide to YOUR citizens, YOU have an immediate need for the Equipment and expect to make immediate use of the Equipment, YOUR need for the Equipment is not temporary and YOU do not expect the need for any item of the Equipment to diminish in the foreseeable future, including the Full Lease Term, and the Equipment will be used by YOU only for the purpose of performing one or more of YOUR governmental or proprietary functions consistent with the permissible scope of YOUR authority and will not be used in the trade or business of any other entity or person; and (h) YOU have never failed to appropriate or otherwise make available funds sufficient to pay rental or other payments coming due under any lease purchase, installment sale or other similar agreement.

19. UCC FILINGS AND FINANCIAL STATEMENTS. YOU authorize US to file a financing statement with respect to the Equipment. If WE feel it is necessary, YOU agree to submit financial statements (audited if available) on a quarterly basis.

20. UCC - ARTICLE 2A PROVISIONS. YOU agree that this Lease is a Finance Lease as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). YOU acknowledge that WE have given YOU the name of the Supplier of the Equipment. WE hereby notify YOU that YOU may have rights under the contract with the Supplier and YOU may contact the Supplier for a description of any rights or warranties that YOU may have under this supply contract. YOU also waive any and all rights and remedies granted YOU under Sections 2A-508 through 2A-522 of the UCC.

21. TAX EXEMPTION. YOU will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended, including without limitation Sections 103 and 148 thereof, and the applicable regulations thereunder to maintain the exclusion of the interest portion of the Lease Payments from gross income for purposes of federal income taxation.

22. BANK QUALIFICATION. If YOU checked the "Bank Qualification Elected" box on the front page of this Lease YOU and all YOUR subordinate entities will not issue in excess of \$10,000,000 of qualified tax-exempt obligations (including this Lease but excluding private activity bonds other than qualified 501(c)(3) bonds) during the calendar year in which WE fund this Lease without first obtaining an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations acceptable to US that the designation of this Lease as a "qualified tax-exempt obligation" will not be adversely affected.

23. CHOICE OF LAW; JURY TRIAL WAIVER. This Lease shall be governed and construed in accordance with the laws of the state where YOU are located. To the extent permitted by law, YOU agree to waive YOUR rights to a trial by jury.

24. ENTIRE AGREEMENT; SEVERABILITY; WAIVERS. This Lease contains the entire agreement and understanding. No agreements or understandings are binding on the parties unless set forth in writing and signed by the parties. Any provision of this Lease which for any reason may be held unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective without invalidating the remaining provisions of this Lease. THIS LEASE IS NOT INTENDED FOR TRANSACTIONS WITH AN EQUIPMENT COST OF LESS THAN \$1,000.

25. FACSIMILE DOCUMENTATION. YOU agree that a facsimile copy of this Lease with facsimile signatures may be treated as an original and will be admissible as evidence of this Lease.

NORTH CAROLINA ADDENDUM TO STATE AND LOCAL GOVERNMENT LEASE-PURCHASE AGREEMENT

LESSOR: **DE LAGE LANDEN PUBLIC FINANCE LLC**

LESSEE: COUNTY OF LENOIR

LEASE NUMBER: PUB 12132

LEASE DATE: July 1, 2013

This Addendum is hereby incorporated in and is hereby made a part of the above-referenced State and Local Government Lease-Purchase Agreement (together with all Exhibits and Attachments and this Addendum, the "Lease"). Words "YOU" and "YOUR" refer to the "Lessee" and the words "WE," "US" and "OUR" refer to De Lage Landen Public Finance LLC, its successors and assigns, as the "Lessor" of the Equipment. Lessor and Lessee hereby agree that capitalized terms used herein and not otherwise defined herein shall have the terms assigned to such terms in the Lease and that the following changes and additions shall be made to the Lease:

1. **Section 2** of the Lease is amended by adding the following two paragraphs:

THE PARTIES INTEND THAT THIS TRANSACTION COMPLY WITH SECTION N.C. GEN. STAT. 160A-20. NO PROVISION OF THIS MASTER LEASE SHALL BE CONSTRUED OR INTERPRETED AS CREATING A PLEDGE OF YOUR FAITH AND CREDIT WITHIN THE MEANING OF ANY CONSTITUTIONAL DEBT LIMITATION. NO PROVISION OF THIS LEASE SHALL BE CONSTRUED OR INTERPRETED AS A DELEGATION OF GOVERNMENTAL POWERS OR AS AN IMPROPER DONATION OR A LENDING OF Your CREDIT WITHIN THE MEANING OF THE STATE CONSTITUTION. NO DEFICIENCY JUDGMENT MAY BE RENDERED AGAINST you IN VIOLATION OF SECTION 160A-20. No provision of this Lease shall be construed to pledge or to create a lien on any class or source of YOUR moneys (other than the funds held under the this Lease or under an escrow agreement related to a Lease), nor shall any provision of this Lease restrict the future issuance of any of YOUR bonds or obligations payable from any class or source of YOUR moneys (except to the extent this Lease restricts the incurrence of additional obligations secured by the Equipment). To the extent of any conflict between this Section and any other provision of this Lease, this Section will take priority.

Nothing in this Section is intended to impair or prohibit execution of remedies if the Lease Payments are not paid when due or otherwise upon the occurrence of an Event of Default under this Lease or an escrow agreement related to a Lease.

2. **Section 4** of the Lease is hereby deleted and the following **Section 4** is hereby inserted in lieu thereof:

4. APPROPRIATIONS. The Budget Officer shall include in the initial proposal for each of your annual budgets the amount of all Lease Payments and estimated other payments coming due during the Renewal Term to which such budget applies. Notwithstanding that the Budget Officer includes such an appropriation for Lease Payments in a proposed budget, YOUR then current governing body may determine not to include such an appropriation in YOUR final budget for such Renewal Term.

The Budget Officer shall deliver to US, within 15 days after the beginning of each Renewal Term, a certificate stating whether an amount equal to the Lease Payments and estimated other payments coming due during the next Renewal Term has been appropriated by YOU in such budget for such purposes. If such amount has not been so appropriated, the Budget Officer shall send a copy of such certificate to the North Carolina Local Government Commission ("LGC"), to the attention of its Secretary, at the Albemarle Building, 325 North Salisbury St., Raleigh NC 27603-1385.

The actions required of YOU and YOUR officers pursuant to this Section shall be deemed to be and shall be construed to be in fulfillment of ministerial duties, and it shall be the duty of each and every one of YOUR officials to take such action and do such things as are required by law in the performance of the official duty of such officials to enable YOU to carry out and perform the actions required pursuant to this Section and the remainder of this Lease to be carried out and performed by YOU.

YOU reasonably believe that YOU can obtain funds sufficient to pay all Lease Payments when due.

3. **Section 12** of the Lease is hereby deleted and the following **Section 12** is hereby inserted in lieu thereof:

12. INDEMNITY. WE are not responsible for any losses or injuries caused by the manufacture, acquisition, delivery, installation, ownership, use, lease, possession, maintenance, operation or rejection of the Equipment or defects in the Equipment. To the extent permitted by law, YOU agree to reimburse US and LGC's members and employees for and to defend US and LGC's members and employees against any claim for losses or injuries relating to the Equipment. This indemnity will continue even after the termination of this Lease.

4. **Section 10** of the Lease is hereby amended by adding the following sentence:

Notwithstanding the foregoing, any assignment by US may be only to a subsidiary of DE LAGE LANDEN PUBLIC FINANCE LLC, a bank, insurance company or similar financial institution or other entity approved by LGC.

5. As required by N.C. Gen. Stat. 159-149, if YOU are a unit of 'local government', as defined in such statute, the Lease has been approved by the LGC as evidenced by the Secretary's certificate attached hereto.

Except as specifically set forth in this Addendum, all terms and conditions contained in the Lease will remain in full force and effect and are hereby ratified and confirmed. If there is any conflict between the terms of this Addendum and the remainder of the Lease, the terms of this Addendum will prevail.

LESSEE SIGNATURE	Legal Name of Lessee <u>COUNTY OF LENOIR</u>
	Signature _____ Date _____
	Print Name _____
	Title _____
(LEASE MUST BE SIGNED BY AUTHORIZED OFFICIAL OF LESSEE)	

LESSOR SIGNATURE	Name of Lessor <u>DE LAGE LANDEN PUBLIC FINANCE LLC</u>
	Lessor Signature _____ Date _____
	Print Name _____
	Title _____
Lease Number <u>PUB 12132</u>	

09PFDOC108v1

ATTACHMENT 1

STATE AND LOCAL GOVERNMENT LEASE-PURCHASE AGREEMENT

Lease Payment Schedule

LESSOR: **DE LAGE LANDEN PUBLIC FINANCE LLC**

LESSEE: COUNTY OF LENOIR

LEASE NUMBER: PUB 12132

LEASE DATE: July 1, 2013

Lease Payments are due on each periodic anniversary of the Commencement Date that occurs during the Full Lease Term until all of the payments set forth below have been received by US. The period for each periodic anniversary is monthly, as specified in the Payment Frequency box of this Lease. If the Commencement Date occurs on the 29th, 30th or 31st day of any month, the periodic anniversary will be deemed to occur on the 1st day of the month, commencing on the 1st day of the second succeeding month after the month of such Commencement Date.

Payment Number	Rental Payment	Interest Portion	Principal Portion	Balance	Purchase Price
Loan	0.00	0.00	0.00	218,200.89	0.00
1	4,046.14	778.27	3,267.87	214,933.02	221,381.01
2	4,046.14	766.61	3,279.53	211,653.49	218,003.09
3	4,046.14	754.91	3,291.23	208,362.26	214,613.13
4	4,046.14	743.17	3,302.97	205,059.29	211,211.07
5	4,046.14	731.39	3,314.75	201,744.54	207,796.88
6	4,046.14	719.57	3,326.57	198,417.97	204,370.51
7	4,046.14	707.70	3,338.44	195,079.53	200,931.92
8	4,046.14	695.80	3,350.34	191,729.19	197,481.07
9	4,046.14	683.85	3,362.29	188,366.90	194,017.91
10	4,046.14	671.86	3,374.28	184,992.62	190,542.40
11	4,046.14	659.82	3,386.32	181,606.30	187,054.49
12	4,046.14	647.74	3,398.40	178,207.90	183,554.14
13	4,046.14	635.62	3,410.52	174,797.38	180,041.30
14	4,046.14	623.46	3,422.68	171,374.70	176,515.94
15	4,046.14	611.25	3,434.89	167,939.81	172,978.00
16	4,046.14	599.00	3,447.14	164,492.67	169,427.45
17	4,046.14	586.70	3,459.44	161,033.23	165,864.23
18	4,046.14	574.36	3,471.78	157,561.45	162,288.29
19	4,046.14	561.98	3,484.16	154,077.29	158,699.81
20	4,046.14	549.55	3,496.59	150,580.70	155,098.12
21	4,046.14	537.08	3,509.06	147,071.64	151,483.79
22	4,046.14	524.57	3,521.57	143,550.07	147,856.57
23	4,046.14	512.01	3,534.13	140,015.94	144,216.42
24	4,046.14	499.40	3,546.74	136,469.20	140,563.28
25	4,046.14	486.75	3,559.39	132,909.81	136,897.10
26	4,046.14	474.05	3,572.09	129,337.72	133,217.85
27	4,046.14	461.31	3,584.83	125,752.89	129,525.48
28	4,046.14	448.53	3,597.61	122,155.28	125,819.94
29	4,046.14	435.70	3,610.44	118,544.84	122,101.19
30	4,046.14	422.82	3,623.32	114,921.52	118,369.17
31	4,046.14	409.89	3,636.25	111,285.27	114,623.83
32	4,046.14	396.93	3,649.21	107,636.06	110,865.14
33	4,046.14	383.91	3,662.23	103,973.83	107,093.04
34	4,046.14	370.85	3,675.29	100,298.54	103,307.50
35	4,046.14	357.74	3,688.40	96,610.14	99,508.44
36	4,046.14	344.58	3,701.56	92,908.58	95,695.84

Sales tax of \$0.00 is included in the financed amount shown above.

The dates, interest rate and resulting payments contained in the above amortization schedule are estimated based on the expected transaction funding time frame. The Lessor will make every reasonable effort to maintain the payment terms presented above, however certain of these terms may need to be revised prior to closing. The interest rate offer made by Lessor to Lessee is subject to indexation and may need to be adjusted in the event financial market conditions deteriorate. If any such revisions are deemed necessary by Lessor (it its sole discretion), it is understood and agreed that a revised version of the amortization schedule reflecting these changes will be executed prior to closing.

Lessee Signature: _____ Date: _____
 Print Name: _____ Title: _____

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ATTACHMENT 1

STATE AND LOCAL GOVERNMENT LEASE-PURCHASE AGREEMENT

Lease Payment Schedule

LESSOR: **DE LAGE LANDEN PUBLIC FINANCE LLC**

LESSEE: COUNTY OF LENOIR

LEASE NUMBER: PUB 12132

LEASE DATE: July 1, 2013

Lease Payments are due on each periodic anniversary of the Commencement Date that occurs during the Full Lease Term until all of the payments set forth below have been received by US. The period for each periodic anniversary is monthly, as specified in the Payment Frequency box of this Lease. If the Commencement Date occurs on the 29th, 30th or 31st day of any month, the periodic anniversary will be deemed to occur on the 1st day of the month, commencing on the 1st day of the second succeeding month after the month of such Commencement Date.

Payment Number	Rental Payment	Interest Portion	Principal Portion	Balance	Purchase Price
37	4,046.14	331.38	3,714.76	89,193.82	91,869.63
38	4,046.14	318.13	3,728.01	85,465.81	88,029.78
39	4,046.14	304.83	3,741.31	81,724.50	84,176.24
40	4,046.14	291.49	3,754.65	77,969.85	80,308.95
41	4,046.14	278.10	3,768.04	74,201.81	76,427.86
42	4,046.14	264.66	3,781.48	70,420.33	72,532.94
43	4,046.14	251.17	3,794.97	66,625.36	68,624.12
44	4,046.14	237.64	3,808.50	62,816.86	64,701.37
45	4,046.14	224.05	3,822.09	58,994.77	60,764.61
46	4,046.14	210.42	3,835.72	55,159.05	56,813.82
47	4,046.14	196.74	3,849.40	51,309.65	52,848.94
48	4,046.14	183.01	3,863.13	47,446.52	48,869.92
49	4,046.14	169.23	3,876.91	43,569.61	44,876.70
50	4,046.14	155.40	3,890.74	39,678.87	40,869.24
51	4,046.14	141.52	3,904.62	35,774.25	36,847.48
52	4,046.14	127.60	3,918.54	31,855.71	32,811.38
53	4,046.14	113.62	3,932.52	27,923.19	28,760.89
54	4,046.14	99.59	3,946.55	23,976.64	24,695.94
55	4,046.14	85.52	3,960.62	20,016.02	20,616.50
56	4,046.14	71.39	3,974.75	16,041.27	16,522.51
57	4,046.14	57.22	3,988.92	12,052.35	12,413.92
58	4,046.14	42.99	4,003.15	8,049.20	8,290.68
59	4,046.14	28.71	4,017.43	4,031.77	4,152.72
60	4,046.14	14.37	4,031.77	0.00	0.00
Grand Totals	242,768.40	24,567.51	218,200.89		

Lessee Signature: _____ Date: _____

Print Name: _____ Title: _____

ATTACHMENT 2

**STATE AND LOCAL GOVERNMENT LEASE-PURCHASE AGREEMENT
EQUIPMENT DESCRIPTION**

LESSOR: DE LAGE LANDEN PUBLIC FINANCE LLC

LESSEE: COUNTY OF LENOIR

LEASE NUMBER: PUB 12132

LEASE DATE: July 1, 20 13

Quantity	Description/Serial No./Model No.	Location
Please See Attached CenturyLink Quote Build Number 12-052511-- Valid Until April 13, 2013		

LESSEE Signature: _____ Date: _____

Print Name: _____ Title: _____



CenturyLink

Customer Legal Name: Lenoir County

Customer Billing Name: Lenoir County

130 S Queen St

KINSTON

NC, 28501-4830

Valid Until April 13, 2013

Quote-Build #: 12-052511--

Description of Work to be Performed:	Cisco Unified Communications Business Edition 6000
	Unified Communications Manager 9.1
	Unity Connection 9.1
	Presence
	Cisco Emergency Responder
	0

Equipment pricing shown is based upon direct sale accompanied by new Centurion Maintenance contract on same.

Part Number	Description	Quantity
AIR-CAP3602I-AK910	802.11n CAP 10APs w/CleanAir; 4x4:3SS; Mod; Int; A RegDomain	2
AIR-AP-BRACKET-1	802.11n AP Low Profile Mounting Bracket (Default)	20
AIR-AP-T-RAIL-F	Ceiling Grid Clip for Aironet APs - Flush Mount	20
AIR-CAP3602I-ABULK	BOM Level AP3600I Bulk PID for A Reg domain	20
SWAP3600-RCOVRY-K9	Cisco 3600 Series IOS WIRELESS LAN RECOVERY	2
AIR-CT2504-25-K9	2504 Wireless Controller with 25 AP Licenses	1
ATA187-I1-A=	Cisco ATA 187 with configurable Impedance	1
ATA187PWRCORD-NA	ATA187 power supply cable for North America	1
C2911-VSEC-CUBE/K9	C2911 UC SEC CUBE Bundle, PVD3-16, UC SEC Lic, FL-CUBEE-25	1
CAB-CONSOLE-USB	Console Cable 6 ft with USB Type A and mini-B	1
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	1
PWR-2911-AC	Cisco 2911 AC Power Supply	1
S29UK9-15204M	Cisco 2901-2921 IOS UNIVERSAL	1
MEM-CF-256MB	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR	1
MEM-2900-512MB-DEF	512MB DRAM for Cisco 2901-2921 ISR (Default)	1
SL-29-IPB-K9	IP Base License for Cisco 2901-2951	1
SL-29-SEC-K9	Security License for Cisco 2901-2951	1
SL-29-UC-K9	Unified Communication License for Cisco 2901-2951	1
FL-CUBEE-25	Unified Border Element Enterprise License - 25 sessions	1
ISR-CCP-EXP	Cisco Config Pro Express on Router Flash	1
VVIC3-1MFT-T1/E1	1-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	1
VIC2-4FXO	Four-port Voice Interface Card - FXO (Universal)	1
PVD3-16U32	PVD3 16-channel to 32-channel factory upgrade	1
C2921-VSEC-CUBE/K9	C2921 UC SEC CUBE Bundle, PVD3-32, UC SEC Lic, FL-CUBEE-25	2
CAB-CONSOLE-USB	Console Cable 6 ft with USB Type A and mini-B	2
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	2
PWR-2921-51-AC	Cisco 2921/2951 AC Power Supply	2
S29UK9-15204M	Cisco 2901-2921 IOS UNIVERSAL	2
MEM-CF-256MB	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR	2
MEM-2900-512MB-DEF	512MB DRAM for Cisco 2901-2921 ISR (Default)	2
SL-29-IPB-K9	IP Base License for Cisco 2901-2951	2
SL-29-SEC-K9	Security License for Cisco 2901-2951	2
SL-29-UC-K9	Unified Communication License for Cisco 2901-2951	2
FL-CUBEE-25	Unified Border Element Enterprise License - 25 sessions	2
ISR-CCP-EXP	Cisco Config Pro Express on Router Flash	2
VVIC3-2MFT-T1/E1	2-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	2
VIC2-4FXO	Four-port Voice Interface Card - FXO (Universal)	2
PVD3-32U64	PVD3 32-channel to 64-channel factory upgrade	2
CBE6K-K9-NEX	Cisco Business Edition 6000 - Top Level	1
CAB-AC-L620-C13	AC Power Cord, NEMA L6-20 - C13, 2M/6.5ft	2
UCSC-PSU-650W	650W power supply for C-series rack servers	1
BE6K-UWL-100USR	BE6000 Bdl w/UCS C Series, UPM, Hypervisor, 100 CUWL license	1
BE6K-UWL-BE	Cisco Business Edition 6000 - CUWL BE license	195
BE6K-UCL-ESS	Cisco Business Edition 6000 - Essential User Connect License	2
BE6K-UCL-BAS	Cisco Business Edition 6000 - Basic User Connect License	5
BE6K-SW-9.0	Cisco Business Edition 6000 - Software Version 9.1	1
VMW-V55-HYP-K9	Vmware vSphere - Hypervisor 5.0	1
VOIP-IPH-UWL	Cisco Mobile Voice Client for iPhone	10
ADR-USR-LIC-UWL	Cisco Jabber for Mobile for Android	10
JAB9-DSK-UWL	Jabber for Desktop 9.x for CUWL Only	295
JAB9-IPAD-UWL	Cisco Jabber for iPad	10
CUP9-ONPREM-OPT	Included CUCM IM and Presence for on-premise use	1
JABBER-IM-ADDON	Jabber for Everyone Additional IM Users	1
UCSS-6K-UWLBE-5-1	BE6K UCSS for CUWL-BE User - 5 Years - 1 User	295
UCSS-6K-ESS-5-1	BE6K UCSS for Essential User - 5 Years - 1 User	2
UCSS-6K-BAS-5-1	BE6K UCSS for Basic User - 5 Years - 1 User	5
R2XX-RAID10	Enable RAID 10 Setting	1
VOIP-IPH-UWL-RTU	Cisco Mobile Voice RTU	1
LIC-VCS-BASE-K9	License Key - VCS Encrypted Software Image	1
LIC-VCS-GW	Enable GW Feature (H323-SIP)	1
LIC-VCSE-5+	Video Communication Server - 5 Traversal Calls	1
LIC-VCSE-10+	Video Comm Server 10 Add Non-traversal Network Calls	1
ADR-UWL-RTU	Cisco Jabber for Mobile Android RTU	1
VMW-V55-SNS	Vmware vSphere Hypervisor Sns 5.0	1
JAB9-DSK-UWL-RTU	Jabber for Desktop Right to Use Certificate	1
CCX-90-CMBUNDLE-K9	CCX 9.0 Promo Bundle available only with NEW CUCM or BE6000	1
UCXN-9X-SC-PORTS	Unity Connection 9.x SpeechConnect Ports	1
IPAD-UWL-RTU	Jabber for iPad Right to Use Certificate	1
UCSC-C220-M3SBE	UCS C220 M3S BE Server	1
UC-A03-D500GC3	500GB 6Gb SATA 7.2K RPM SFF Hot Plug/Drive Sled Mounted	4
JABBER-IM-RTU	Jabber for Everyone Right to Use	1
UC-CPU-E5-2609	2.4 GHz E5-2609/80W 4C/10MB Cache/DDR3 1066MHz	2
UC-MR-1X082RY-A	8GB DDR3-1600-MHz RDIMM/PC3-12800/Dual Rank/1.35v	4
UC-PSU-650W	650W Power Supply Unit For UCSC C220 Rack Server	1
UC-RAID-9266	MegaRAID 9266-8i + Battery Backup for C240 and C220	1
CIT-SD-16G-C220	16GB 5D Card Module for C220 servers	1
CTL-VCS-BE6K-PAK	Config Only E-Delivery VCS Control PAK PID	1
UCSS-6K-UWLBE-PAK	UCSS Product Activation Key for CUWL BE	1

Prices do not include charges for taxes, duties, tariffs, telecommunication services, or professional services such as Centurion Maintenance or Managed Network Services.

UPM-BE6K-90-K9	Cisco Unified Provisioning Manager for BE6K 9.0 Image	1
UCM-9X-ESS-UCL	BE6K UCM 9X Essential User Connect License	2
UCM-9X-BAS-UCL	BE6K UCM 9X Basic User Connect License	5
UCXN-9X-UWL-BE	Unity Connection 9.x CUWL BE Users	295
UCSS-6K-ESS-PAK	Cisco Business Edition 6000 - Essential UCSS PAK	1
UCSS-6K-BAS-PAK	Cisco Business Edition 6000 - Basic UCSS PAK	1
BE6K-9X-PAK	BE6K 9.X PAK (UCM, Unty Cn, CUP)	1
UCM-9X-UWLBE	BE6K UCM 9.X CUWL BE Users	295
CBE6K-K9-NEW	Cisco Business Edition 6000 - Top Level	1
CAB-AC-L620-C13	AC Power Cord, NEMA L6-20 - C13, 2M/6.5ft	2
UCSC-PSU-650W	650W power supply for C-series rack servers	1
BE6K-UWL-50USR	BE6000 Bdl w/UCS C Series, UPM, Hypervisor, 50 CUWL licenses	1
BE6K-SW-9.0	Cisco Business Edition 6000 - Software Version 9.1	1
VMW-V5S-HYP-K9	Vmware vSphere - Hypervisor 5.0	1
VOIP-IPH-UWL	Cisco Mobile Voice Client for iPhone	1
ADR-USR-LIC-UWL	Cisco Jabber for Mobile for Android	1
JAB9-DSK-UWL	Jabber for Desktop 9.x for CUWL Only	1
JAB9-IPAD-UWL	Cisco Jabber for iPad	1
CUP9-ONPREM-OPT	Included CUCM IM and Presence for on-premise use	1
JABBER-IM-ADDON	Jabber for Everyone Additional IM Users	1
UCSS-6K-UWLBE-5-1	BE6K UCSS for CUWL-BE User - 5 Years - 1 User	50
R2XX-RAID10	Enable RAID 10 Setting	1
VOIP-IPH-UWL-RTU	Cisco Mobile Voice RTU	1
LIC-VCS-BASE-K9	License Key - VCS Encrypted Software Image	1
LIC-VCS-GW	Enable GW Feature (H323-SIP)	1
LIC-VCS-5+	Video Communication Server - 5 Traversal Calls	1
LIC-VCS-10+	Video Comm Server 10 Add Non-traversal Network Calls	1
ADR-UWL-RTU	Cisco Jabber for Mobile Android RTU	1
VMW-V5S-SNS	Vmware vSphere Hypervisor SnS 5.0	1
JAB9-DSK-UWL-RTU	Jabber for Desktop Right to Use Certificate	1
CCX-90-CMBUNDLE-K9	CCX 9.0 Promo Bundle available only with NEW CUCM or BE6000	1
UCXN-9X-SC-PORTS	Unity Connection 9.x SpeechConnect Ports	1
IPAD-UWL-RTU	Jabber for iPad Right to Use Certificate	1
UCSC-C220-M3SBE	UCS C220 M3S BE Server	1
UC-A03-D500GC3	500GB 6Gb SATA 7.2K RPM SFF Hot Plug/Drive Sled Mounted	4
JABBER-IM-RTU	Jabber for Everyone Right to Use	1
UC-CPU-E5-2609	2.4 GHz E5-2609/80W 4C/10MB Cache/DDR3 1066MHz	2
UC-MR-1X082RY-A	8GB DDR3-1600-MHz RDIMM/PC3-12800/Dual Rank/1.35v	4
UC-PSU-650W	650W Power Supply Unit For UCSC C220 Rack Server	1
UC-RAID-9266	MegaRAID 9266-8i + Battery Backup for C240 and C220	1
CIT-SD-16G-C220	16GB 5D Card Module for C220 servers	1
CTI-VCS-6K-PAK	Config Only E-Delivery VCS Control PAK PID	1
UCSS-6K-UWLBE-PAK	UCSS Product Activation Key for CUWL BE	1
UPM-BE6K-90-K9	Cisco Unified Provisioning Manager for BE6K 9.0 Image	1
UCXN-9X-UWL-BE	Unity Connection 9.x CUWL BE Users	50
BE6K-9X-PAK	BE6K 9.X PAK (UCM, Unty Cn, CUP)	1
UCM-9X-UWLBE	BE6K UCM 9.X CUWL BE Users	50
CP-6945-C-K9=	Cisco UC Phone 6945, Charcoal, Standard Handset	99
CP-7916=	7916 UC Phone Color Expansion Module	2
CP-PWR-CORD-NA=	7900 Series Transformer Power Cord, North America	2
CP-PWR-CUBE-3=	IP Phone power transformer for the 7900 phone series	2
CP-SINGLFOOTSTAND=	Footstand kit for single 7914, 7915, or 7916	2
CP-7916=	7916 UC Phone Color Expansion Module	2
CP-PWR-CORD-NA=	7900 Series Transformer Power Cord, North America	2
CP-PWR-CUBE-3=	IP Phone power transformer for the 7900 phone series	2
CP-DOUBLFOOTSTAND=	Footstand kit for 2 7914s, 7915s, and 7916s	2
CP-7916=	7916 UC Phone Color Expansion Module	2
CP-7945G=	Cisco UC Phone 7945, Gig Ethernet, Color, spare	219
CP-7965G=	Cisco UC Phone 7965, Gig Ethernet, Color, spare	21
EMRGNCY-RSPNDR	EMRGNCY RSPNDR	1
ER90-USR-10	EMRGNCY RSPNDR 90 USR LIC 10 PHNS	34
ER90-SW-LIC	EMRGNCY RSPNDR 90 SW LIC	1
ER90-SW-MED-K9	EMRGNCY RSPNDR 90 SW MEDIA	1
ER90-SW-NEW-K9	EMRGNCY RSPNDR 90 SW NEW	1
ER90-USR-10-NEW	EMRGNCY RSPNDR 90 USR LIC 10 PHNS NEW	34
L-UCSS-ER	UCSS Emergency Responder eDelivery Top Level SKU	1
L-UCSS-ER-5-10	UCSS EMRGNCY RSPNDR 5YR 10 USRS EDLVRY	34
MCC1	Miscellaneous Cables & Connectors	1
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-

All Products listed on this Quote are governed by the Standard Terms and Conditions for Communications Services and the Equipment Sales Product Annex, both posted to http://about.centurylink.com/legal/rates_conditions.html

BILLING INFORMATION

PLEASE COMPLETE THIS FORM AND RETURN WITH DOCUMENTS

In order for DE LAGE LANDEN PUBLIC FINANCE LLC to properly bill and credit your account and prepare the IRS Form 8038-G as required by the IRS, it is necessary that you complete this form and return it with the signed documents.

Billing Name: _____

Billing Address: _____

Attention: _____
(Name of individual who will process payments)

Telephone Number: _____

Email Address: _____

FEDERAL ID#: _____

Primary Contact Name: _____

Primary Contact Number: _____

INSURANCE INFORMATION

Insurance Agent: _____

Policy Number: _____

Telephone Number: _____

Fax Number: _____

CONTACT INFORMATION AND QUESTIONNAIRE FOR FORM 8038-G FILINGS

Contact Name: _____

Title: _____

Contact Address: _____

Contact Telephone Number: _____

Email Address: _____

Written Tax Compliance Procedures

The IRS Form 8038-G asks specific questions about whether written procedures exist with regard to compliance with the federal tax requirements for tax-exempt obligations. Please answer the following questions to help us complete the form correctly prior to your signature. **Please note that your answers to these questions will not impact the terms or conditions of the subject transaction:**

1. Has the Lessee established written procedures designed to monitor compliance with federal tax restrictions for the term of the lease? Among other matters, the written procedures should identify a particular individual within Lessee's organization to monitor compliance with the federal tax requirements related to use of the financed assets and describe actions to be taken in the event failure to comply with federal tax restrictions is contemplated or discovered.

YES NO If Yes, please attach/provide a copy.

Answer the following question only if proceeds of the current financing will be funded to an ESCROW Account.

The IRS Form 8038-G asks specific questions about written procedures to monitor the yield on the investment of gross proceeds of tax-exempt obligations and, as necessary, make payments of arbitrage rebate earned to the United States.

2. Has the Lessee established written procedures to monitor the yield on the investment of proceeds of the Lease on deposit in an escrow account or similar fund prior to being spent and to ensure that any positive arbitrage rebate earned is paid to the United States?

YES NO If Yes, please attach/provide a copy.

If you have further questions, please consult your regular bond or legal counsel.

Information Return for Tax-Exempt Governmental Obligations
 ▶ Under Internal Revenue Code section 149(e)
 ▶ See separate instructions.
 Caution: If the issue price is under \$100,000, use Form 8038-GC.

OMB No. 1545-0720

Part I Reporting Authority If Amended Return, check here

1 Issuer's name
 COUNTY OF LENOIR

2 Issuer's employer identification number (EIN)

3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)

3b Telephone number of other person shown on 3a

4 Number and street (or P.O. box if mail is not delivered to street address) Room/suite
 130 South Queen Street

5 Report number (For IRS Use Only) 3

6 City, town, or post office, state, and ZIP code
 Kinston NC 28502

7 Date of issue

8 Name of issue

9 CUSIP number

10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)

10b Telephone number of officer or other employee shown on 10a

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11	Education	11	
12	Health and hospital	12	
13	Transportation	13	
14	Public safety	14	
15	Environment (including sewage bonds)	15	
16	Housing	16	
17	Utilities	17	
18	Other. Describe ▶	18	
19	If obligations are TANs or RANs, check only box 19a		<input type="checkbox"/>
	If obligations are BANs, check only box 19b		<input type="checkbox"/>
20	If obligations are in the form of a lease or installment sale, check box		<input type="checkbox"/>

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21		\$	\$	years	%

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22	Proceeds used for accrued interest	22	
23	Issue price of entire issue (enter amount from line 21, column (b))	23	
24	Proceeds used for bond issuance costs (including underwriters' discount)	24	
25	Proceeds used for credit enhancement	25	
26	Proceeds allocated to reasonably required reserve or replacement fund	26	
27	Proceeds used to currently refund prior issues	27	
28	Proceeds used to advance refund prior issues	28	
29	Total (add lines 24 through 28)	29	
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the bonds to be currently refunded ▶ _____ years

32 Enter the remaining weighted average maturity of the bonds to be advance refunded ▶ _____ years

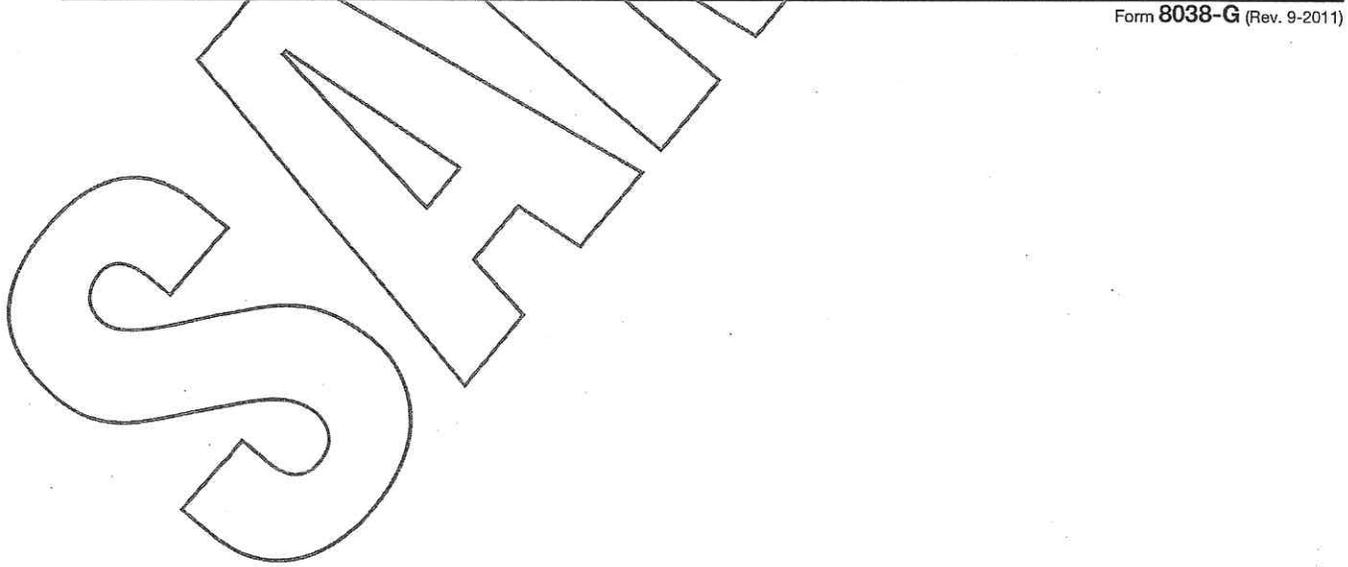
33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY) ▶ _____

34 Enter the date(s) the refunded bonds were issued ▶ (MM/DD/YYYY)

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)	36a	
	b Enter the final maturity date of the GIC ▶ _____		
	c Enter the name of the GIC provider ▶ _____		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	
38a	If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the following information:		
	b Enter the date of the master pool obligation ▶ _____		
	c Enter the EIN of the issuer of the master pool obligation ▶ _____		
	d Enter the name of the issuer of the master pool obligation ▶ _____		
39	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box <input type="checkbox"/>		
40	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box <input type="checkbox"/>		
41a	If the issuer has identified a hedge, check here <input type="checkbox"/> and enter the following information:		
	b Name of hedge provider ▶ _____		
	c Type of hedge ▶ _____		
	d Term of hedge ▶ _____		
42	If the issuer has superintegrated the hedge, check box <input type="checkbox"/>		
43	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box <input type="checkbox"/>		
44	If the issuer has established written procedures to monitor the requirements of section 148, check box <input type="checkbox"/>		
45a	If some portion of the proceeds was used to reimburse expenditures, check here <input type="checkbox"/> and enter the amount of reimbursement		
	b Enter the date the official intent was adopted ▶ _____		

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.			
	Signature of issuer's authorized representative		Date	Type or print name and title
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed PTIN
	Firm's name ▶	Firm's EIN ▶		
	Firm's address ▶	Phone no.		



Instructions for Form 8038-G

(Rev. September 2011)

Information Return for Tax-Exempt Governmental Obligations



Department of the Treasury
Internal Revenue Service

Section references are to the Internal Revenue Code unless otherwise noted.

General Instructions

Purpose of Form

Form 8038-G is used by issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File

IF the issue price (line 21, column (b)) is...	THEN, for tax-exempt governmental obligations issued after December 31, 1986, issuers must file...
\$100,000 or more	A separate Form 8038-G for each issue
Less than \$100,000	Form 8038-GC, Information Return for Small Tax-Exempt Governmental Bond Issues, Leases, and Installment Sales



CAUTION For all build America bonds and recovery zone economic development bonds use Form 8038-B, Information Return for Build America Bonds and Recovery Zone Economic Development Bonds. For tax credit bonds and specified tax credit bonds use Form 8038-TC, Information Return for Tax Credit Bonds and Specified Tax Credit Bonds.

When To File

File Form 8038-G on or before the 15th day of the 2nd calendar month after the close of the calendar quarter in which the bond is issued. Form 8038-G may not be filed before the issue date and must be completed based on the facts as of the issue date.

Late filing. An issuer may be granted an extension of time to file Form 8038-G under Section 3 of Rev. Proc. 2002-48, 2002-37 I.R.B. 531, if it is determined that the failure to file timely is not due to willful neglect. Type or print at the top of the form "Request for Relief under section 3 of Rev. Proc. 2002-48" and attach a letter explaining why Form 8038-G was not submitted to the IRS on time. Also indicate whether the bond issue in question is under examination by the IRS. Do not submit copies of the trust

indenture or other bond documents. See *Where To File* next.

Where To File

File Form 8038-G, and any attachments, with the Department of the Treasury, Internal Revenue Service Center, Ogden, UT 84201.

Private delivery services. You can use certain private delivery services designated by the IRS to meet the "timely mailing as timely filing/paying" rule for tax returns and payments. These private delivery services include only the following:

- DHL Express (DHL): DHL Same Day Service.
- Federal Express (FedEx): FedEx Priority Overnight, FedEx Standard Overnight, FedEx 2Day, FedEx International Priority, and FedEx International First.
- United Parcel Service (UPS): UPS Next Day Air, UPS Next Day Air Saver, UPS 2nd Day Air, UPS 2nd Day Air A.M., UPS Worldwide Express Plus, and UPS Worldwide Express.

The private delivery service can tell you how to get written proof of the mailing date.

Other Forms That May Be Required

For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the Federal government, use Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate.

For private activity bonds, use Form 8038, Information Return for Tax-Exempt Private Activity Bond Issues.

For build America bonds (Direct Pay), build America bonds (Tax Credit), and recovery zone economic development bonds, complete Form 8038-B, Information Return for Build America Bonds and Recovery Zone Economic Development Bonds.

For qualified forestry conservation bonds, new clean renewable energy bonds, qualified energy conservation bonds, qualified zone academy bonds, qualified school construction bonds, clean renewable energy bonds, Midwestern tax credit bonds, and all other qualified tax credit bonds (except build America bonds), file Form 8038-TC, Information Return for Tax Credit Bonds and Specified Tax Credit Bonds.

Rounding to Whole Dollars

You may show amounts on this return as whole dollars. To do so, drop amounts less than 50 cents and increase amounts from 50 cents through 99 cents to the next higher dollar.

Questions on Filing Form 8038-G

For specific questions on how to file Form 8038-G send an email to the IRS at TaxExemptBondQuestions@irs.gov and put "Form 8038-G Question" in the subject line. In the email include a description of your question, a return email address, the name of a contact person, and a telephone number.

Definitions

Tax-exempt obligation. This is any obligation, including a bond, installment purchase agreement, or financial lease, on which the interest is excluded from income under section 103.

Tax-exempt governmental obligation. A tax-exempt obligation that is not a private activity bond (see below) is a tax-exempt governmental obligation. This includes a bond issued by a qualified volunteer fire department under section 150(e).

Private activity bond. This includes an obligation issued as part of an issue in which:

- More than 10% of the proceeds are to be used for any private activity business use, **and**
- More than 10% of the payment of principal or interest of the issue is **either (a)** secured by an interest in property to be used for a private business use (or payments for such property) **or (b)** to be derived from payments for property (or borrowed money) used for a private business use.

It also includes a bond, the proceeds of which **(a)** are to be used directly or indirectly to make or finance loans (other than loans described in section 141(c)(2)) to persons other than governmental units and **(b)** exceeds the lesser of 5% of the proceeds or \$5 million.

Issue price. The issue price of obligations is generally determined under Regulations section 1.148-1(b). Thus, when issued for cash, the issue price is the first price at which a substantial amount of the obligations are sold to the public. To determine the issue price of an obligation issued for property, see sections 1273 and 1274 and the related regulations.

Issue. Generally, obligations are treated as part of the same issue if they are issued by the same issuer, on the same date, and in a single transaction, or a series of related transactions. However, obligations issued during the same calendar year (a) under a loan agreement under which amounts are to be advanced periodically (a "draw-down loan") or (b) with a term not exceeding 270 days, may be treated as part of the same issue if the obligations are equally and ratably secured under a single indenture or loan agreement and are issued under a common financing arrangement (for example, under the same official statement periodically updated to reflect changing factual circumstances). Also, for obligations issued under a draw-down loan that meet the requirements of the preceding sentence, obligations issued during different calendar years may be treated as part of the same issue if all of the amounts to be advanced under the draw-down loan are reasonably expected to be advanced within 3 years of the date of issue of the first obligation. Likewise, obligations (other than private activity bonds) issued under a single agreement that is in the form of a lease or installment sale may be treated as part of the same issue if all of the property covered by that agreement is reasonably expected to be delivered within 3 years of the date of issue of the first obligation.

Arbitrage rebate. Generally, interest on a state or local bond is not tax-exempt unless the issuer of the bond rebates to the United States arbitrage profits earned from investing proceeds of the bond in higher yielding nonpurpose investments. See section 148(f).

Construction issue. This is an issue of tax-exempt bonds that meets both of the following conditions:

1. At least 75% of the available construction proceeds are to be used for construction expenditures with respect to property to be owned by a governmental unit or a section 501(c)(3) organization, and
2. All the bonds that are part of the issue are qualified 501(c)(3) bonds, bonds that are not private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a section 501(c)(3) organization.

In lieu of rebating any arbitrage that may be owed to the United States, the issuer of a construction issue may make an irrevocable election to pay a penalty. The penalty is equal to 1½% of the amount of construction proceeds that do not meet certain spending requirements. See section 148(f)(4)(C) and the Instructions for Form 8038-T.

Specific Instructions

Part I—Reporting Authority

Amended return. An issuer may file an amended return to change or add to the information reported on a previously filed

return for the same date of issue. If you are filing to correct errors or change a previously filed return, check the *Amended Return* box in the heading of the form.

The amended return must provide all the information reported on the original return, in addition to the new or corrected information. Attach an explanation of the reason for the amended return and write across the top, "Amended Return Explanation." Failure to attach an explanation may result in a delay in processing the form.

Line 1. The issuer's name is the name of the entity issuing the obligations, not the name of the entity receiving the benefit of the financing. For a lease or installment sale, the issuer is the lessee or the purchaser.

Line 2. An issuer that does not have an employer identification number (EIN) should apply for one on Form SS-4, Application for Employer Identification Number. You can get this form on the IRS website at IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676). You may receive an EIN by telephone by following the instructions for Form SS-4.

Line 3a. If the issuer wishes to authorize a person other than an officer or other employee of the issuer (including a legal representative or paid preparer) to communicate with the IRS and whom the IRS may contact about this return (including in writing or by telephone), enter the name of such person here. The person listed in line 3a must be an individual. Do not enter the name and title of an officer or other employee of the issuer here (use line 10a for that purpose).

Note. By authorizing a person other than an authorized officer or other employee of the issuer to communicate with the IRS and whom the IRS may contact about this return, the issuer authorizes the IRS to communicate directly with the individual entered on line 3a and consents to disclose the issuer's return information to that individual, as necessary, to process this return.

Lines 4 and 6. If you listed an individual on line 3a to communicate with the IRS and whom the IRS may contact about this return, enter the number and street (or P.O. box if mail is not delivered to street address), city, town, or post office, state, and ZIP code of that person. Otherwise, enter the issuer's number and street (or P.O. box if mail is not delivered to street address), city, town, or post office, state, and ZIP code.

Note. The address entered on lines 4 and 6 is the address the IRS will use for all written communications regarding the processing of this return, including any notices.

Line 5. This line is for IRS use only. Do not make any entries in this box.

Line 7. The date of issue is generally the date on which the issuer physically

exchanges the bonds that are part of the issue for the underwriter's (or other purchaser's) funds. For a lease or installment sale, enter the date interest starts to accrue in a MM/DD/YYYY format.

Line 8. If there is no name of the issue, please provide other identification of the issue.

Line 9. Enter the CUSIP (Committee on Uniform Securities Identification Procedures) number of the bond with the latest maturity. If the issue does not have a CUSIP number, write "None."

Line 10a. Enter the name and title of the officer or other employee of the issuer whom the IRS may call for more information. If the issuer wishes to designate a person other than an officer or other employee of the issuer (including a legal representative or paid preparer) whom the IRS may call for more information about the return, enter the name, title, and telephone number of such person on lines 3a and 3b.



Complete lines 10a and 10b even if you complete lines 3a and 3b.

Part II—Type of Issue



Elections referred to in Part II are made on the original bond documents, not on this form.

Identify the type of obligations issued by entering the corresponding issue price (see *Issue price* under *Definitions* earlier). Attach a schedule listing names and EINs of organizations that are to use proceeds of these obligations, if different from those of the issuer, include a brief summary of the use and indicate whether or not such user is a governmental or nongovernmental entity.

Line 18. Enter a description of the issue in the space provided.

Line 19. If the obligations are short-term tax anticipation notes or warrants (TANs) or short-term revenue anticipation notes or warrants (RANs), check box 19a. If the obligations are short-term bond anticipation notes (BANs), issued with the expectation that they will be refunded with the proceeds of long-term bonds at some future date, check box 19b. Do not check both boxes.

Line 20. Check this box if property other than cash is exchanged for the obligation, for example, acquiring a police car, a fire truck, or telephone equipment through a series of monthly payments. (This type of obligation is sometimes referred to as a "municipal lease.") Also check this box if real property is directly acquired in exchange for an obligation to make periodic payments of interest and principal. Do not check this box if the proceeds of the obligation are received in the form of cash, even if the term "lease" is used in the title of the issue.

Part III—Description of Obligations

Line 21. For column (a), the final maturity date is the last date the issuer must redeem the entire issue.

For column (b), see *Issue price* under *Definitions* earlier.

For column (c), the stated redemption price at maturity of the entire issue is the sum of the stated redemption prices at maturity of each bond issued as part of the issue. For a lease or installment sale, write "N/A" in column (c).

For column (d), the weighted average maturity is the sum of the products of the issue price of each maturity and the number of years to maturity (determined separately for each maturity and by taking into account mandatory redemptions), divided by the issue price of the entire issue (from line 21, column (b)). For a lease or installment sale, enter instead the total number of years the lease or installment sale will be outstanding.

For column (e), the yield, as defined in section 148(h), is the discount rate that, when used to compute the present value of all payments of principal and interest to be paid on the obligation, produces an amount equal to the purchase price, including accrued interest. See Regulations section 1.148-4 for specific rules to compute the yield on an issue. If the issue is a variable rate issue, write "VR" as the yield of the issue. For other than variable rate issues, carry the yield out to four decimal places (for example, 5.3125%). If the issue is a lease or installment sale, enter the effective rate of interest being paid.

Part IV—Uses of Proceeds of Bond Issue

For a lease or installment sale, write "N/A" in the space to the right of the title for Part IV.

Line 22. Enter the amount of proceeds that will be used to pay interest from the date the bonds are dated to the date of issue.

Line 24. Enter the amount of the proceeds that will be used to pay bond issuance costs, including fees for trustees and bond counsel. If no bond proceeds will be used to pay bond issuance costs, enter zero. Do not leave this line blank.

Line 25. Enter the amount of the proceeds that will be used to pay fees for credit enhancement that are taken into account in determining the yield on the issue for purposes of section 148(h) (for example, bond insurance premiums and certain fees for letters of credit).

Line 26. Enter the amount of proceeds that will be allocated to such a fund.

Line 27. Enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any other issue of bonds within 90 days of the date of issue.

Line 28. Enter the amount of the proceeds that will be used to pay

principal, interest, or call premium on any other issue of bonds after 90 days of the date of issue, including proceeds that will be used to fund an escrow account for this purpose.

Part V—Description of Refunded Bonds

Complete this part only if the bonds are to be used to refund a prior issue of tax-exempt bonds. For a lease or installment sale, write "N/A" in the space to the right of the title for Part V.

Lines 31 and 32. The remaining weighted average maturity is determined without regard to the refunding. The weighted average maturity is determined in the same manner as on line 21, column (d).

Line 34. If more than a single issue of bonds will be refunded, enter the date of issue of each issue. Enter the date in an MM/DD/YYYY format.

Part VI—Miscellaneous

Line 35. An allocation of volume cap is required if the nonqualified amount for the issue is more than \$15 million but is not more than the amount that would cause the issue to be private activity bonds.

Line 36. If any portion of the gross proceeds of the issue is or will be invested in a guaranteed investment contract (GIC), as defined in Regulations section 1.148-1(b), enter the amount of the gross proceeds so invested, as well as the final maturity date of the GIC and the name of the provider of such contract.

Line 37. Enter the amount of the proceeds of this issue used to make a loan to another governmental unit, the interest of which is tax-exempt.

Line 38. If the issue is a loan of proceeds from another tax-exempt issue, check the box and enter the date of issue, EIN, and name of issuer of the master pool obligation.

Line 40. Check this box if the issue is a construction issue and an irrevocable election to pay a penalty in lieu of arbitrage rebate has been made on or before the date the bonds were issued. The penalty is payable with a Form 8038-T for each 6-month period after the date the bonds are issued. Do not make any payment of penalty in lieu of arbitrage rebate with this form. See Rev. Proc. 92-22, 1992-1 C.B. 736 for rules regarding the "election document."

Line 41a. Check this box if the issuer has identified a hedge on its books and records according to Regulations sections 1.148-4(h)(2)(viii) and 1.148-4(h)(5) that permit an issuer of tax-exempt bonds to identify a hedge for it to be included in yield calculations for computing arbitrage.

Line 42. In determining if the issuer has super-integrated a hedge, apply the rules of Regulations section 1.148-4(h)(4). If the hedge is super-integrated, check the box.

Line 43. If the issuer takes a "deliberate action" after the issue date that causes

the conditions of the private business tests or the private loan financing test to be met, then such issue is also an issue of private activity bonds. Regulations section 1.141-2(d)(3) defines a deliberate action as any action taken by the issuer that is within its control regardless of whether there is intent to violate such tests. Regulations section 1.141-12 explains the conditions to taking remedial action that prevent an action that causes an issue to meet the private business tests or private loan financing test from being treated as a deliberate action. Check the box if the issuer has established written procedures to ensure timely remedial action for all nonqualified bonds according to Regulations section 1.141-12 or other remedial actions authorized by the Commissioner under Regulations section 1.141-12(h).

Line 44. Check the box if the issuer has established written procedures to monitor compliance with the arbitrage, yield restriction, and rebate requirements of section 148.

Line 45a. Check the box if some part of the proceeds was used to reimburse expenditures. Figure and then enter the amount of proceeds that are used to reimburse the issuer for amounts paid for a qualified purpose prior to the issuance of the bonds. See Regulations section 1.150-2.

Line 45b. An issuer must adopt an official intent to reimburse itself for preissuance expenditures within 60 days after payment of the original expenditure unless excepted by Regulations section 1.150-2(f). Enter the date the official intent was adopted. See Regulations section 1.150-2(e) for more information about official intent.

Signature and Consent

An authorized representative of the issuer must sign Form 8038-G and any applicable certification. Also print the name and title of the person signing Form 8038-G. The authorized representative of the issuer signing this form must have the authority to consent to the disclosure of the issuer's return information, as necessary to process this return, to the person(s) that have been designated in Form 8038-G.

Note. If the issuer in Part 1, lines 3a and 3b authorizes the IRS to communicate (including in writing and by telephone) with a person other than an officer or other employee of the issuer, by signing this form, the issuer's authorized representative consents to the disclosure of the issuer's return information, as necessary to process this return, to such person.

Paid Preparer

If an authorized officer of the issuer filled in this return, the paid preparer's space should remain blank. Anyone who prepares the return but does not charge the organization should not sign the return. Certain others who prepare the

return should not sign. For example, a regular, full-time employee of the issuer, such as a clerk, secretary, etc., should not sign.

Generally, anyone who is paid to prepare a return must sign it and fill in the other blanks in the *Paid Preparer Use Only* area of the return.

The paid preparer must:

- Sign the return in the space provided for the preparer's signature (a facsimile signature is acceptable),
- Enter the preparer information, and
- Give a copy of the return to the issuer.

Paperwork Reduction Act Notice. We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us

the information. We need it to ensure that you are complying with these laws.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form varies depending on individual circumstances. The estimated average time is:

Learning about the law or the form	2 hr., 41 min.
Preparing, copying, assembling, and sending the form to the IRS	3 hr., 3 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you. You can write to the Internal Revenue Service, Tax Products Coordinating Committee, SE:W:CAF:MP:T:M:S, 1111 Constitution Ave. NW, IR-6526, Washington, DC 20224. **Do not** send the form to this office. Instead, see *Where To File*.

SAMPLE

De Lage Landen Public Finance LLC

1111 Old Eagle School Road
Wayne, PA 19087

ACCEPTANCE CERTIFICATE

Ladies and Gentlemen:

Re: State and Local Government Lease Purchase Agreement dated as of July 1 _____, 20 13, between
De Lage Landen Public Finance LLC, as Lessor, and COUNTY OF LENOIR _____, as Lessee.

In accordance with the State and Local Government Lease Purchase Agreement (the "Agreement"), the undersigned Lessee hereby certifies and represents to, and agrees with Lessor as follows:

1. All of the Equipment (as such term is defined in the Agreement) has been delivered, installed and accepted on the date hereof.
2. Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
3. Lessee is currently maintaining the insurance coverage required by **Section 14** of the Agreement.
4. No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Agreement) exists at the date hereof.

(SEAL)

LESSEE SIGNATURE	Lessee COUNTY OF LENOIR
	Signature _____ Date _____
	Print Name _____
	Title _____

07PFDOC055v1



Scope of Work

Customer Name: Lenoir County Government

Project Name: BE6000 voice upgrade

Site Information

Name of Site	Address	City, State, Zip
Courthouse	130 S Queen St	Kinston, NC 28501

Contact Information

(Customer Contacts MUST be authorized decision-makers)

Customer

Name: Joey Bryan
 Phone # : 252-559-6440 ext 5000
 Alt. # : _____
 Email Address: jbryan@co.lenoir.nc.us

Alt. Contact

Name: Blanca Faasii
 Phone # : 252-559-6440 ext 5502
 Alt. # : _____
 Email Address: bfaasii@co.lenoir.nc.us

Network Administrator (LAN / WAN)

Name: Clifton Croom
 Phone # : 252-559-6440 ext 5501
 Alt. # : _____
 Email Address: ccroom@co.lenoir.nc.us

Telco Administrator

Name: _____
 Phone # : _____
 Alt. # : _____
 Email Address: _____

Site Availability

Normal business hours of operation	8a-5p	X	Other	
Cutover time requested	8a-5p		Other	After Hours

CenturyLink Sales Contact

Name: Wanda Straub
 Phone # : 910-455-9114 opt 2
 Alt. # : _____
 Email Address: wanda.tingen@centurylink.com

CenturyLink Engineering Contact (SOW Author)

Name: Dave Lovelace
 Phone # : 252-329-2071
 Alt. # : 252-258-6523
 Email Address: David.lovelace@centurylink.com

Functionality, hardware, and labor not specifically described must be addressed via change order.

Project Description

Labor and material to migrate the existing system to a Cisco Unified Communications Business Edition 6000. All applications will be installed on two Cisco UCS C220 Servers as virtual machines on a Vmware hypervisor. Unified Communications Manager and Unity Connection are configured with full redundancy between the two physical UCS servers. Presence and CER will be stand alone.

New 2900 series gateway routers will be installed at the Court House, DSS and Health Department.

Solution includes a 2504 WLAN Controller with license capacity for up to 25 Lightweight Access Points. The current configuration includes 20 access points installed in various locations. The customer will be responsible for cable installation for the new access points. Access point location placement is provided in a separate document.

CenturyLink Definitions

Network Design Specifications - a document provided by the customer that provides information about the customer's network such as its overall functionality, the products used, and the available features.

Deliverable - All documentation, whether in hard copy or electronic form, such as Scope of Work, Bill of Materials, Network Drawings, Implementation Plan and "As Built" documentation.

Implementation - The activities specified in this SOW such as project management, design review, configuring, staging, installation, and testing performed by partner.

Installation - The physical activity required to complete this Scope of Work.

Normal Business Hours - The hours of Monday through Friday 8:00am to 5:00pm local time, excluding any partner observed holidays. A list of partner observed holidays will be provided upon request.

Site Survey - An assessment by partner of the readiness of the customer site for the implementation of the product as further defined below.

Staging - The assembly and software loading of product prior to Installation at customer site.

CenturyLink Responsibility:

Functionality, hardware, and labor not specifically described must be addressed via change order.

1. In conjunction with the customer, gather existing data and voice infrastructure information via the Site survey process. (Where applicable)
 - Site addresses
 - Physical and logical network topology (LAN, WAN, WLAN, PSTN) configurations
 - Quality of Service, VLANS, Security, etc.
 - Existing fault tolerance and redundancy
 - Identify existing legacy platforms
 - Identify applicable 3rd party application requirements.
 - Collect & review floor plans received from customer.
2. Document all network/applications risks/gaps, and ensure that the customer is made aware of risks/gaps.
3. Provide a single point of contact ("CenturyLink Project Manager") for all issues relating to the implementation services.
4. All final project documentation has been given to the customer contact. This includes, but not limited to final system layout, network drawings, service numbers, CenturyLink contact information, training rosters, IP addresses, and server configurations.
5. Provide customer with CenturyLink's specifications relating to the environmental requirements of the site (including but not limited to power supplies, air conditioning, and physical location, temperature, electrical, humidity, air filtering).
6. All equipment and applications as **defined in this scope of work** and the sales contract are working per vendor and industry standards. This also includes any additions or deletions for Job Change Order (JCO) activity.

Customer Responsibility:

1. Provide an adequate environment (room, power, light & temperature) for equipment per CenturyLink / Manufacturer's specifications. (See attachments)
2. Supply the workplace policies and environmental conditions in effect at the customer site(s).
3. Determine and allocate a safe, secure, and appropriate environment for storing the received equipment until onsite implementation and deployment.
4. Provide accurate cable and equipment records. Defective, non-standard or improperly installed cabling will not be used. Any corrective work (by CenturyLink) required to make the solution function properly will be billed on a time and material basis to the customer.
5. Provide location and WLAN access and information to CenturyLink in order for CenturyLink to assess WLAN environment relative to the proposed solution and associated applications.

Functionality, hardware, and labor not specifically described must be addressed via change order.

6. Satisfactorily address WLAN assessment findings prior to implementation and sign off that the WLAN environment is acceptable.
7. Provide current protocol addressing scheme and current network diagram if applicable.
8. Gather and provide to CenturyLink all necessary and applicable network documentation, network access and information required for CenturyLink to provide a network, application and operational readiness analysis.
9. When requested by CenturyLink, provide current customer site building layouts, including the floor plans, location of cables, cable records and power sources.
10. Provide information and documentation required by CenturyLink within the specified timeframe agreed upon by CenturyLink and customer.
11. Provide a safe working environment.
12. Provide working hour access to customer owned facilities
13. Any Telco demarcation extension; unless documented in this Scope of Work.
14. Notify CenturyLink of any hardware and/or software upgrades or any other scheduled implementation activities within the customer's network at least ten (10) business days prior to and during the scheduled installation.
15. Suspend customer moves, adds, and changes (5) working days prior to installation date.
16. Provide remote access to equipment via either VPN or dial-up line.
17. Designate a single point of contact to whom all CenturyLink communications may be addressed and who has authority to act on all aspects of the services for approval of all Job Change Orders/Notices. Designate a backup when the customer contact is not available who has the authority to act on all aspects of the services in the absence of the primary contact.
18. Designate a facilities resource to expedite access to areas deemed secure.
19. With CenturyLink, review system requirements relative to bill of materials, scope of work, project implementation plan, and business and technical objectives.
20. Satisfactorily address identified network, application and operational readiness risks or gaps as identified by the CenturyLink team. Failure to address issues by date specified may result in project delay and additional time and materials billing.
21. Participate in implementation plan review and ensure customer assigned responsibilities are assigned and prioritized with the appropriate resources.
22. Identify internal resources to participate in system acceptance testing when necessary.
23. Sign off on test plan and acceptance criteria
24. Collaborate with CenturyLink to develop staff training plan. Sign off that the Staff training plan is acceptable; deviations will result in additional billing on a time and material basis. Insure all personnel attend training as outlined in the training plan.
25. Customer is responsible for all returns to their current leasing companies
26. Providing sufficient rack space for new equipment.
27. Installation of UPS system

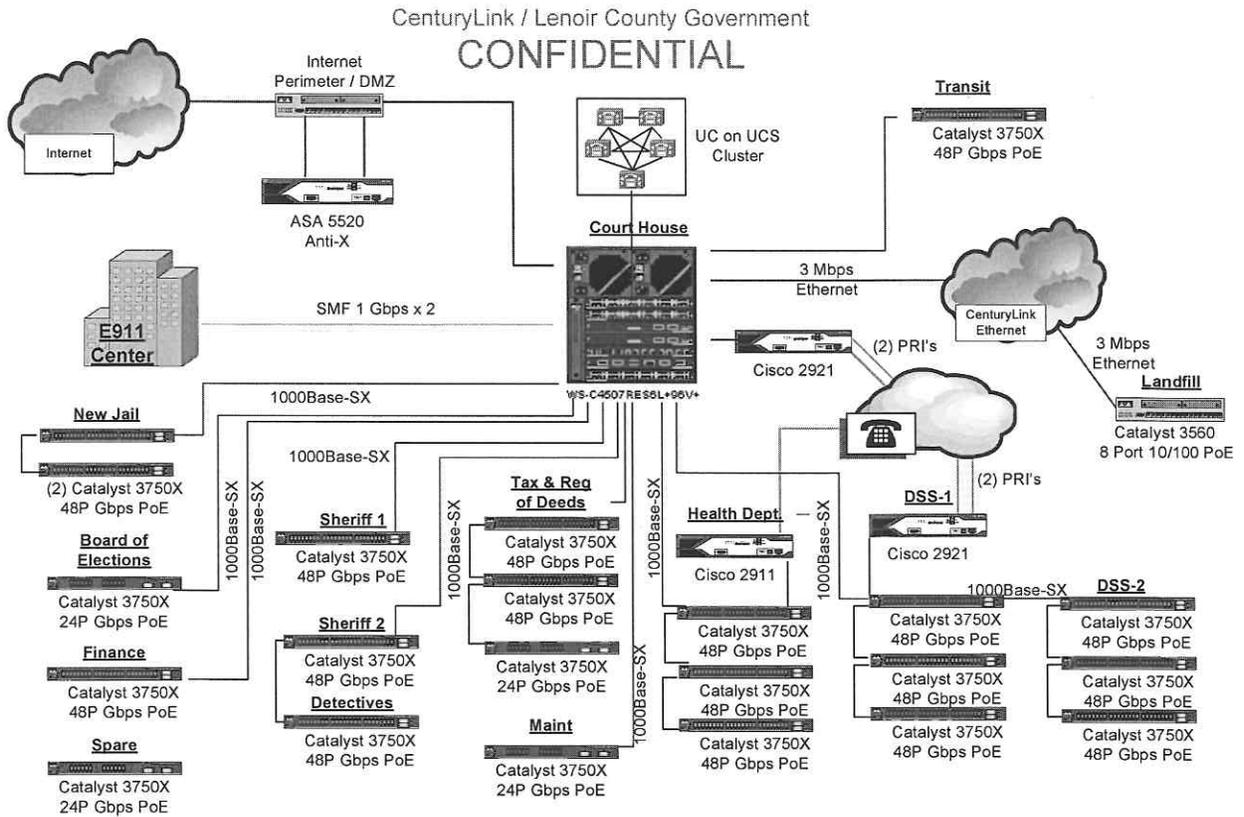
Functionality, hardware, and labor not specifically described must be addressed via change order.

- 28. Operation and maintenance of any and all equipment, not specified in a CenturyLink maintenance agreement, will be the customer's responsibility.
- 29. Provide or install industry standard cabling to support IP Phones and Access Points.

Network Transport Services Description

There are no new network components as a part of this project.

Supporting project drawings



Functionality, hardware, and labor not specifically described must be addressed via change order.

C220-1							
CPU-1				CPU-2			
PUB/TFTP		CER		ESXi Ucxn	Unity Connection		
Core1	Core2	Core3	Core4	Core1	Core2	Core3	Core4

C220-2							
CPU-1				CPU-2			
Subscriber 1		Presence		ESXi Ucxn	Ucxn - HA		
Core1	Core2	Core3	Core4	Core1	Core2	Core3	Core4

Bill of Material

See attached Parts List

Solution Components

Location <i>(Site, Building, Floor, Closet)</i>	Device / Model	Application	Rack #, Position	Comments / Notes
Courthouse Data Room	UCS-C220-M3	UC on UCS	Customer specified and provided	Primary

Functionality, hardware, and labor not specifically described must be addressed via change order.

Courthouse Data Room	UCS-C220-M3	UC on UCS	Customer specified and provided	Secondary
Courthouse Data Room	C2921-VSEC-CUBE/K9	VoIP Gateway	Customer specified and provided	2 PRIs
DSS	C2921-VSEC-CUBE/K9	VoIP Gateway	Customer specified and provided	2 PRIs
Health Department	C2911-VSEC-CUBE/K9	VoIP Gateway	Customer specified and provided	1 PRI

Maintenance

A new maintenance contract is being written for the voice equipment.

Solution Implementation Plan

This solution is a totally new system with new licenses. The existing database will need to be retrieved and then used to migrate over to the new platform. Once the database has been migrated then the cutover will involve the change out of the core application servers to the new applications on the UCS servers and the router replacements. Once this is completed the IP Phones can be replaced gradually. The project labor is based on assistance from the customer in the final phase of the phone replacements. The WLAN controller and access points are greenfield installations.

Removal of Existing Equipment

Is removal of existing systems / wiring required? YES NO

Responsible Contact

Name: Blanca Faasii
 Phone # : 252-559-6440 ext 5502
 Alt. # : _____
 Email Address: _____

Functionality, hardware, and labor not specifically described must be addressed via change order.

Special Considerations:

None.

CenturyLink Network Performance Assessment (Optional):

Complex network applications (example: VoIP, video...) require baseline levels to ensure performance. CenturyLink recommends that any existing customer network be assessed prior to deploying advanced network services. Customer is aware of these requirements. If the Performance Assessment is declined, please sign below.

Waiver:

Customer has declined to have CenturyLink perform a Network Performance Assessment or to submit a customer-performed assessment in a format approved by CenturyLink. If Customer experiences any network or other technological irregularities arising out of the Equipment's performance, CenturyLink in its reasonable discretion may suspend installation of the Equipment. At Customer's request, CenturyLink will identify, make recommendations and assist Customer in correcting the network issues subject to the terms and conditions of the above-identified contract at CenturyLink's then-current time and material rates. CenturyLink is not liable for impacts to Customer's network relating to installation and activation of IP-related Equipment.

Customer Initials: _____ CenturyLink Initial: _____

Change Management Policy:

Changes to the scope or deliverables of this project will not be made without review and written approval by CenturyLink. All changes to scope or price will only be accepted through a change order. Requests for such changes may be initiated by the customer or CenturyLink.

Change Management Procedures

- A change order must be documented by the requesting party, including the following:

Functionality, hardware, and labor not specifically described must be addressed via change order.

- Description of the change
 - Reason for the change
 - Anticipated effect the change will have on the scope of work, resources and delivery schedule.
- The designated Project Manager, Sr. Project Manager or Program Manager of the requesting party will review the proposed change with his/her counterpart(s). All parties will evaluate and negotiate in good faith the changes to be made and the additional charges or billing arrangements, if any, to implement them.
 - Upon execution, the approved Change Order will be incorporated into, and made a part of, this Statement of Work and any previously approved pertinent Change Orders. Project manager is responsible for documenting any such changes.

Change Management Precedence

Whenever there is a conflict between the terms and conditions set forth in an approved Change Order and the original scope of work represented by this Statement of Work and other previously incorporated Change Orders, the terms and conditions of the most recently approved Change Order will prevail.

Restocking Fee

- **Order Cancellation or Return of Equipment.** In CenturyLink's sole discretion, Equipment may be returned by Customer with prior approval and specific shipping instructions from CenturyLink, and must be in original manufacturer's boxes or packaging for CenturyLink to accept the return. In addition to all other applicable charges, Customer will pay CenturyLink a restock charge of 25% of the purchase price as liquidated damages, and not as a penalty, upon the return of Equipment if the return is due to a Customer ordering error or Customer's late cancellation of an order. Customer is responsible for any damage to the Equipment while in Customer's possession or during return shipment to CenturyLink.
- **Pre-Delivery.** If Customer repudiates, gives notice of cancellation, or otherwise breaches this Annex prior to delivery of the Equipment, Customer will pay CenturyLink as liquidated damages, and not as a penalty, 25% of the purchase price or CenturyLink's out of pocket costs incurred as a result of Customer's cancellation, whichever is greater
- **Post-Delivery.** If Customer breaches this SoW after delivery of the Equipment, CenturyLink may, in addition to any other remedies available to CenturyLink: (a) declare all sums due and payable immediately; (b) discontinue discounts related to Equipment; (c) cease installation or delivery or disconnect and deactivate Equipment until amounts due are paid; or (d) retake possession of Equipment and retain all sums paid by Customer as a setoff against expenses incurred.
- **Drop Ship.** Purchases where CenturyLink will not be providing installation ("Drop Ship") may not be cancelled following order placement without prior written authorization of CenturyLink or assignment of a return authorization number ("Call Tag Number").

Functionality, hardware, and labor not specifically described must be addressed via change order.

CenturyLink Scope of Work Acceptance:

Customer agrees to all information and requirements within this Scope of Work.

CenturyLink
Implementation
Approval: _____ Date: _____

Customer Acceptance: _____ Date: _____

** BSM to retain copy for records

Products and Services Agreement

This Products and Services Agreement ("Agreement") between CENTURYLINK SALES SOLUTIONS, INC., as contracting agent on behalf of the applicable affiliated entities providing the Products and Services ("CenturyLink") and Lenoir County ("Customer") sets forth the terms and conditions for CenturyLink's provision of those Products and Services to Customer.

1. **PRODUCTS.** CenturyLink will sell to Customer the Products listed on the Products List, attached and incorporated by this reference.
2. **SERVICES.** CenturyLink will sell to Customer the Services listed on the Services List, attached and incorporated by this reference.
3. **TERM.** This Agreement is effective on the date all parties have signed below ("Effective Date") and continues for the longest Order Term listed on the Services List.
4. **PURCHASE ORDERS.** This Agreement controls over any Customer-issued purchase order, and any terms or conditions contained in a Customer-issued purchase order or other Customer ordering document will have no force or effect.
5. **UNIFORM RESOURCE LOCATORS (URLS).** References to URLs in this Agreement include any successor URLs designated by CenturyLink.
6. **ENTITY.** For an interim period until all work is completed to update systems and platforms related to the combination of EMBARQ and CenturyTel, and the acquisition of Qwest, the names EMBARQ and CenturyTel may be used in association with the products and services provided by CenturyLink in this Agreement and Qwest products and services will be sold under a separate agreement.

DECLINE: Customer and CenturyLink acknowledge that CenturyLink offered Customer CenturyLink™ CenturionSM Maintenance Service to support the Products and Customer declined.

CUSTOMER INITIALS _____ CENTURYLINK INITIALS _____

AGREED:

CENTURYLINK SALES SOLUTIONS, INC.

Lenoir County

By: _____
Printed: _____
Title: _____
Date: _____

By: _____
Printed: _____
Title: _____
Date: _____

Address for Notices: Sales Administration
665 Lexington Avenue
Mailstop: OHMANB0107
Mansfield, OH 44907

Customer Address: 130 S Queen St
KINSTON, NC 28501-4830

And if related to a dispute to:
CenturyLink – Attn: Sr. Assistant
General Counsel, Commercial Law
5454 W. 110th Street
Overland Park, KS 66211

Address for Notices (if different from above):

Sales Rep: Wanda Straub
Sales Rep Phone: (910) 455-9114

PRODUCTS LIST

1. **PRODUCTS.** CenturyLink will provide to Customer those Products identified in the CenturyLink Price Quotes, attached and incorporated by this reference (each, a "Price Quote"). The name of the local operating company providing Products to Customer is listed in each Price Quote. CenturyLink sells Products under the Standard Terms and Conditions for Communications Services and the Equipment Sales Product Annex, and other applicable annexes based on Customer's selection of specific Products and Services, all as posted at http://about.centurylink.com/legal/rates_conditions.html.

CenturyLink Price Quote Number(s): 12-052511

2. **PRICING.**

- 2.1 **Per Unit Price.** CenturyLink will charge Customer the per unit price listed for each Product described in each Price Quote.
- 2.2 **Non-recurring Charges ("NRCs") or Non-recurring Rates ("NRRs").** CenturyLink will charge Customer the NRCs or NRRs listed on each Price Quote, including charges related to CenturyLink labor and shipping of the Products to Customer. For purposes of this Agreement, NRCs and NRRs have the same meaning and may be used interchangeably.
- 2.3 **Additional Charges.** Rates do not include applicable local, state, or federal taxes or surcharges that CenturyLink may bill Customer related to the Products.
- 2.4 **Additional Payment Requirements.** CenturyLink reserves the right to require Customer's payment of the amounts listed above as described below:

Down Payment Due	0.00%
Amount Due Upon Delivery of Products	0.00%
Amount Due Upon Customer Acceptance of Products	100.00%

SERVICES LIST

1. **SERVICES.** CenturyLink will provide to Customer those Services identified in the CenturyLink Price Quotes, attached and incorporated by this reference (each, a "Price Quote"). The name of the CenturyLink local operating company providing Services to Customer is listed on each Price Quote. Services are purchased on either a month-to-month basis or for a specific term for the particular Service ordered (each, an "Order Term"), as listed in each Price Quote. Each Order Term begins on the first day of the first billing month after CenturyLink installs and makes that Service available to Customer. If Customer continues to receive a Service after expiration of the Service's applicable Order Term, CenturyLink will provide that Service on a month-to-month basis at its then-current list pricing and then-current terms and conditions, unless the parties otherwise agree in writing. CenturyLink will make the Services available only after its compliance with any state-specific regulatory filing requirements.

CenturyLink Price Quote Number(s): 12-052511

2. **PRICING.**
 - 2.1 **Monthly Recurring Charges ("MRCs") or Monthly Recurring Rates ("MRRs").** CenturyLink will charge Customer the MRCs or MRRs for the Services described in each Price Quote. For purposes of this Agreement, MRCs and MRRs have the same meaning and may be used interchangeably.
 - 2.2 **Non-recurring Charges ("NRC") or Non-recurring Rates ("NRRs").** CenturyLink will charge Customer NRCs or NRRs related to the Services described in each Price Quote. For purposes of this Agreement, NRCs and NRRs have the same meaning and may be used interchangeably.
 - 2.3 **Additional Charges.** Rates do not include applicable local, state, or federal taxes, fees, or surcharges that CenturyLink may bill Customer.
 - 2.4 **Additional Payment Requirements.** If Customer is not able to establish a satisfactory credit rating with CenturyLink, CenturyLink, in its sole discretion, may require Customer to submit a deposit or make an advance payment in connection with obtaining or maintaining the Services.
3. **TERMS AND CONDITIONS.** CenturyLink provides Services under the applicable terms and conditions listed and incorporated by reference on each Price Quote. Except for Services provided under Tariffs, in the event of any inconsistencies or conflicts between this Agreement and the applicable terms and conditions, this Agreement will take precedence.
4. **TERMINATION.** If Customer gives notice of cancellation or termination, disconnects any portion of a Service or otherwise breaches this Agreement resulting in the termination of a Service prior to the end of the applicable Order Term, termination liability will apply as calculated and set forth in the applicable terms and conditions listed and incorporated by reference on each Price Quote. If no termination liability is specified for Services in these terms and conditions, Customer will be liable for 50% of the monthly payments that would otherwise remain in the applicable Order Term.
 - **RELATED PRODUCT PURCHASES.** Customer may purchase Products related to the Services at the CenturyLink then-current list pricing and subject to the then-current Standard Terms and Conditions for Communications Services, the Equipment Sales Product Annex, and other applicable annexes based on Customer's selection of Products, all as posted to http://about.centurylink.com/legal/rates_conditions.html.

DOCUMENTATION INSTRUCTIONS

The instructions listed below should be followed when completing the enclosed documentation. Documentation completed improperly will delay funding. If you have any questions regarding the instructions or the documentation, please call us.

I. STATE AND GOVERNMENT LEASE-PURCHASE AGREEMENT

1. **Bank Qualification Section**
 - Read and check box if appropriate
2. **Lessee Signature**
 - Complete and Sign

II. ATTACHMENT 1 — LEASE PAYMENT SCHEDULE

- Sign and date
- Print name

III. ATTACHMENT 2 — EQUIPMENT DESCRIPTION — (WHEN PROVIDED)

- Sign and date
- Print name
- Type in Complete Equipment Description to include serial numbers and location addresses (if applicable).

IV. STATE SPECIFIC ADDENDA — (WHEN PROVIDED)

- Required for: AZ, AR, CO, FL, GA, KS, LA, MI, MN, Nc, NJ, NY, OH, TX and OK
- Sign and/or Attest when required

V. ACCEPTANCE CERTIFICATE

- Date the date of equipment acceptance and Sign

VI. 8038 OR GC — IRS FORM

- In Box 2, Enter your Federal ID Number
- Sign, date and write in Name and Title
- 8038GC — Line 6 & 7 Enter Contact Name and Telephone Number
- 8038G — Line 9 & 10 Enter Contact Name and Telephone Number
- The enclosed 8038G or GC Form is a SAMPLE only. The actual 8038G or GC will be completed and sent to you for your signature after closing, with instructions to return the original to us at your earliest convenience. This is being done in this manner to comply with Internal Revenue Service regulation.

VII. CERTIFICATE OF INSURANCE

- Attach both **Property** and **Liability** Certificates of Insurance showing **De Lage Landen Public Finance and/or Its Assigns** as "loss payee" and "additional insured", respectively.)
- **THE CERTIFICATE MUST ALSO SHOW THE PHYSICAL ADDRESS WHERE THE EQUIPMENT WILL BE LOCATED.**

VIII. ADDITIONAL DOCUMENTATION THAT MUST BE SENT PRIOR TO FUNDING:

- Original vendor invoice (if applicable)
- Advance payment check made payable to De Lage Landen Public Finance (if applicable)
- Copy of title/MSO listing De Lage Landen Public Finance &/or Its Assigns as 1st lien holder (if applicable)

ALL DOCUMENTATION SHOULD BE RETURNED TO:

De Lage Landen Public Finance LLC
Lease Processing Center
1111 Old Eagle School Road
Wayne, PA 19087
800-736-0220
Attention: Barbara Wozniak

INTRODUCED BY: Michael W. Jarman, County Manager DATE: 04/01/13 ITEM NO.: 17

RESOLUTION: Approving Citizens to Boards, Commissions, Etc.

SUBJECT AREA: Boards and Commissions

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

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

EVALUATION:

The following Boards currently have existing vacancies/expiring terms.

<u>BOARD/COMMITTEE/COMMISSION</u>	<u>APPLICANT/ CURRENT MEMBER</u>	<u>TERM EXPIRATION</u>
Lenoir County Transportation Committee Member At-Large (One Vacancy)	Dan Sale (Re-Appointment) Leigh McNairy Michelle A. Nix Barry Seay 1st Appearance	December 2016
Hwy. 70 Corridor Committee (One Vacancy)	B. J. Murphy 1st Appearance	
Home and Community Block Grant Committee	Mineko Holloway 1st Appearance	February 2016
Lenoir County Transit Board	Mineko Holloway 1st Appearance	February 2016

CURRENT VACANCIES:

Lenoir County Health Board – (1) Veterinarian, (1) Optometrist

Lenoir County Planning Board – Districts One (1), Four (1)

Lenoir County Transportation Committee – (1) Member At-Large, (1) Chariman

Hwy. 70 Corridor Committee

MANAGER'S RECOMMENDATION:

Initials

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

<u>BOARD/COMMITTEE/COMMISSION</u>	<u>APPLICANT/ CURRENT MEMBER</u>	<u>TERM EXPIRATION</u>
Lenoir County Transportation Committee Member At-Large (One Vacancy)	Dan Sale (Re-Appointment) Leigh McNairy Michelle A. Nix Barry Seay 1st Appearance	December 2016
Hwy. 70 Corridor Committee (One Vacancy)	B. J. Murphy 1st Appearance	
Home and Community Block Grant Committee	Mineko Holloway 1st Appearance	February 2016
Lenoir County Transit Board	Mineko Holloway 1st Appearance	February 2016

AMENDMENTS:

MOVED _____ SECOND _____

APPROVED _____ DENIED _____ UNANIMOUS _____

YEA VOTES: Davis _____ Brown _____ Best _____ Daughety _____

Hill _____ Rouse _____ Sutton _____

Reuben J. Davis., Chairman 04/01/13
Date

ATTEST 04/01/13
Date

APPLICATION FOR APPOINTMENT
to
LENOIR COUNTY ADVISORY BOARDS AND COMMISSIONS

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

Advisory Board/Committee/Commission interested in:

Lenoir County Transportation Committee
(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: DANIEL K. SALE
Address: 1611 CAMBRIDGE DRIVE
City/State/Zip: KINSTON | NC | 28504
Telephone: (Home) 252-523-2371 (Work) 252-522-3611
Occupation: AUTO DEALER
Business Address: 1053 HWY 258N KINSTON | NC | 28504
Age: (Optional): 48
Number hours available per month for this position: 6-8
Training: BACHORS IN BUSINESS ADMIN.
Business and Civic Experience/Skills: OWN + OPERATE SALE AUTO DEAL AND SALE FORD APPROX 125 PEOPLE.
Other County Boards/Committees/Commissions presently serving on: COMMITTEE 100, THE ART COUNCIL,
Expiration date of Term: 2008

Circle your voting precinct

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

CERTIFICATION

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

Signature of Applicant

Date

Daniel K. Sale

6/11/07

APPLICATION FOR APPOINTMENT to LENOIR COUNTY ADVISORY BOARDS AND COMMISSIONS

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Advisory Board/Committee/Commission interested in:

The Lenoir County Transportation Committee

(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: Leigh Harvey McNairy
 Address: 1101 Walker Drive
 City/State/Zip: Kinston, NC 28501
 Telephone: (Home) 252-523-3155 (Work) 252-522-5963
 Occupation: Consultant
 Business Address: P.O. Box 189 Kinston, NC 28502
 Age: (Optional): _____
 Number hours available per month for this position: 80+ hrs
 Training: _____
 Business and Civic Experience/Skills: NC DOT for Ports/Aviation ('10-'13); Chairman of The Hwy. 70 Committee of the DOT ('10-'13); NC Eastern Region Economic Development Commission ('05-'10); see "*" below
 Other County Boards/Committees/Commissions presently serving on: Presently, I do not serve on any boards/committees/commissions in Lenoir County
 Expiration date of Term: _____

Circle your voting precinct

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

CERTIFICATION

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

Leigh Harvey McNairy
Signature of Applicant

02-15-13
Date

* Voting member of the Greenville Metropolitan Planning Committee ('10-'13);
 Special Assistant to Gov. Easley and Lt. Gov. Perdue to coordinate operations for 2005 Mitchell Report...

APPLICATION FOR APPOINTMENT
to
LENOIR COUNTY ADVISORY BOARDS AND COMMISSIONS

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Advisory Board/Committee/Commission interested in:

Lenoir County Transportation Comm. Ittee

(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: Michelle A Nix
 Address: 3003 Hillman Rd.
 City/State/Zip: Kinston, NC 28504
 Telephone: (Home) 252-560-4811 (Work) 252-522-5931
 Occupation: Financial Consultant - First Citizens Investor Svcs.
 Business Address: 607 Plaza Blvd., Kinston, NC 28501
 Age: (Optional): _____
 Number hours available per month for this position: as needed
 Training: _____
 Business and Civic Experience/Skills: Registered Representative, Licensed NC L&T agent, Chamber of Commerce Ambassador
 Other County Boards/Committees/Commissions presently serving on: Lenoir County for Chair
 Expiration date of Term: _____

Circle your voting precinct

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

CERTIFICATION

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

Michelle Nix
Signature of Applicant

2-18-2013
Date

APPLICATION FOR APPOINTMENT to LENOIR COUNTY ADVISORY BOARDS AND COMMISSIONS

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Advisory Board/Committee/Commission interested in:

Transportation Committee

(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: Barry E. Seay

Address: 1800 Queens Rd | 1416 Harriette Dr

City/State/Zip: Kinston, NC 28501 | Kinston, NC 28504

Telephone: (Home) (252) 560-0627 (Work) (252) 560-0627

Occupation: Insurance Broker, Real Estate Broker and RTRP

Business Address: 1609 West Vernon Avenue #A Kinston, NC 28504

Age: (Optional): 51

Number hours available per month for this position: As may be required

Training: See Attached

Business and Civic Experience/Skills: See Attached

Other County Boards/Committees/Commissions presently serving on: Lenoir County Planning Board and its liaison to the Transportation Committee

Expiration date of Term: _____

Circle your voting precinct

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

CERTIFICATION

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

[Signature]
Signature of Applicant

03/01/2013
Date

Barry E. Seay

Mailing: 1416 Harriette Dr.
 Kinston NC 28504 Cell: (252) 560-0627
 Physical: 1800 Queens Rd. E-mail: barryeseay@gmail.com
 Kinston, NC 28504

Objective To serve the citizens of the Lenoir County, North Carolina.

- Work Experience**
- 2007-Present Real Estate Broker, Malone Realty, Inc. Kinston, NC
- 2011 Exceeded \$1 Million in real estate sales,
 - 2012 Exceeded \$1 Million in real estate sales,
 - 2013 Currently have \$5 Million in real estate sales pending.
- 2007-Present Insurance Broker, H.L. Malone Ins. Agency, Inc. Kinston, NC
- Manage approximately \$1.5 Million in insurance policy premium.
- 2009-Present Tax Preparer, Jackson Hewitt Tax Service Kinston, NC
- Completing requirements for IRS Registered Tax Return Preparer,
 - Beginning course work for Enrolled Agent designation.
- 2011- Present Teacher, Kinston High School Kinston, NC
- Taught Algebra and Geometry for six months,
 - Approved Substitute Teacher.
- 2001–2008 President, Kinsey Mill & Seay, Inc. Kinston, NC
- Incorporated a tax preparation service and obtained license through the Internal Revenue Service for electronic filing.
 - Approved by the North Carolina Banking Commission to provide anticipation loans and established a relationship with Chase Bank to provide tax refund loans.
- 1995–2008 Instructor, Lenoir Community College Kinston, NC
- Instructor for Real Estate Math courses as pre-requisite for the Real Estate Pre-licensing course.
 - Approved by the North Carolina Department of Insurance to instruct courses on all lines of insurance for Pre-Licensing, Continuing Education and courses for the general public, Wrote the insurance continuing education courses for college.
 - Approved by the North Carolina Department of Motor Vehicles to instruct Pre-Licensing and Continuing Education courses for Non-franchised Auto Dealers,
 - Instruct Adult Basic Education/GED Preparation Courses with concentration on Mathematics, Geometry and Algebra. Also taught Algebra 1a in the Adult High School program,
 - Taught Physics 131 for the engineering students.

- 2006–2008 President, Seay Mortgage Services Kinston, NC
- Licensed as a Mortgage Loan Officer by the North Carolina Commissioner of Banks,
 - Completed the North Carolina Mortgage Professional Association Courses.
- 2005–2007 President, Seay Real Estate Services, Inc. Kinston, NC
- Incorporated a Real Estate Firm,
 - Licensed Real Estate Salesperson, Broker and designated as Broker-in-Charge by the North Carolina Real Estate Commission.
 - Completed the Carlton Sheets Real Estate Investor Courses.
- 2005–2007 President, Seay Financial Group, Inc. Goldsboro, NC
- Incorporated as a financial services corporation,
 - The company focuses on Life, Accident and Health plans for individuals and small regional corporations,
 - Completed Pre-licensing courses for variable products, mutual funds and securities required for NASD series #6, NASD series #63 and SEC series #7.
- 1988–2007 President, Seay Insurance Services, Inc. Kinston, NC
- Increased sales from \$0 to slightly less than \$1 million.
 - Cut operating expenses by implementing technology and reducing personnel cost.
 - Implemented QuickBooks Pro accounting software, accounting procedures, and audits.
 - Implemented and managed a 6 user Microsoft BackOffice NT Server with Intranet and Internet capabilities, proxy server, fax server, and SQL server.
 - Moved the agency from 70 % direct bill to 96% direct bill by premium volume or from 82% direct bill to 99% direct bill of total policies.
- 1986–1988 Statistical Process Engineer, The West Company Kinston, NC
- Increased production yield from 68% to 94% on BD Hard pack shields.
 - Conceived, developed, and coordinated with DuPont to implemented a continuous real time Chlorine monitoring system to replace a manual titration method used in production of Pharmaceutical rubber products
 - Responsible for designing manufacturing processes, training the employees, and reducing product variance.
 - Implementing the Deming and JIT management philosophy in a production driven manufacturing facility.
 - Taught management and employees on rainbow charts, X and R charts, factorial experiments, Box-Wilson experiments, and Time Variation Analysis.
 - Conducted process time studies.

Civic Activity

2008 – 2013	Kinston/Lenoir County Board of Realtors, Vice-President
2008 – Present	Kinston Lenoir County Chamber of Commerce, Ambassador
2010-2012	Kinston Home Builders Association, Director
2011-Present	Lenoir County Planning Board, Member
2011-Present	Lenoir County Transportation Committee, Liaison
2006-2008	Junior Achievement of Lenoir County, Inc., Executive Director
1982-Present	Richard Caswell Masonic Lodge #705, Past Master
1983-2007	New Bern Scottish Rite, Master of the Ceremony 32°
1983-2005	New Bern Ancient Order of the Mystic Shrine , Noble
2005-2007	Lenoir County Republican Party, Vice Chairperson

Reference Supplied upon request.

APPLICATION FOR APPOINTMENT
to
LENOIR COUNTY ADVISORY BOARDS AND COMMISSIONS

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Advisory Board/Committee/Commission interested in:

US 70 Corridor Commission

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

* * * * *

Name: BJ Murphy
 Address: 1703 Sunset Ave
 City/State/Zip: Kinston, NC 28504
 Telephone: (Home) 252-468-2206 (Work) _____
 Occupation: Sales
 Business Address: same
 Age: (Optional): 32
 Number hours available per month for this position: As needed
 Training: Already familiar with Commission's role. No training necessary.
 Business and Civic Experience/Skills: Mayor, City of Kinston

Other County Boards/Committees/Commissions presently serving on: _____
Lenoir County Transportation Committee
 Expiration date of Term: _____

Circle your voting precinct

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

CERTIFICATION

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


Signature of Applicant

3/7/2013
Date

Corridor Commissioners

Commissioners by County	Contact Info								
	Phone	Cell	Fax	Email	Address	City	ST	Zip	
Garret	Robin Comer	252-393-6646 H	252-393-3244	252-728-2092	robin.comer@cravencountync.gov	322 C Wood Farm Road	Cape Fear	NC	28584
	David Whitlow	252-726-6848	252-903-7659	252-222-3082	jdhitl@bizec.rr.com	706 Arendell St.	Morehead Cti	NC	28557
	Juan Pulley	252-241-0539	252-728-6455	252-728-6406	jpulley@gmail.com	100 Cedar St.	Beaufort	NC	28516
	Tom Sleepy	252-728-4754	252-646-5186		tsleepy@ec.rr.com	217 Rudolph Dr	Beaufort	NC	28517
Craven	Vacant								
	Jack B. Veit, III	252-636-6600		252-637-0526	jveit@cravencountync.gov	406 Craven St	New Bern	NC	28560
	Tom Mark	252-636-6600		252-637-0526	tmark@cravencountync.gov	5504 Blackbeard Lane	New Bern	NC	28560
	Danny Walsh	252-447-5630			boones@bizec.rr.com	317 US Highway 70 W	Havelock	NC	28532
Johnston	Frank Price	919-851-8077	919-524-2362	919-851-8107	frank@wetherilleng.com	559 Jones Franklin Road, Ste 164	Raleigh	NC	27606
	Donald B. Rains	919-936-3141	919-273-0569	919-936-0458	drains@embarqmail.com	P.O. Box 67	Princeton	NC	27569
	Richard Hicks	919-938-3885	252-341-6805	919-938-0955	wmsadadministrator@wilsonmillsnc.org	P.O. Box 448	Wilson's Mills	NC	27593
	Ted Godwin	919-965-4383			tedgodwin@bellsouth.net	395 Hawkins Road	Selma	NC	27576
Lenoir	J. Mac Daughety	252-527-5900	252-939-2957		mداughety@gmail.com	772 Central Avenue	Kinston	NC	28504
	Brian Lucas	252-939-3316			brian.lucas@ci.kinston.nc.us	P.O. Box 339	Kinston	NC	28502
	Mark Pope	252-527-1963		252-527-1914	mpope@lenoirredc.com	P.O. Box 897	Kinston	NC	28502
	Vacant								
Wayne	Chris Boyette	919-751-9077			chrisboyette@hotmail.com	P.O. Box 986	Goldsboro	NC	27533
	Joe Daughtery		919-273-6065		Joe.Daughtery@waynegov.com	310 Walnut Creek Drive	Goldsboro	NC	27534
	Steve Keen		919-920-7023	919-736-7849	Steve.Keen@waynegov.com	412 NC Highway 581 South	Goldsboro	NC	27530
	Bill Pale		919-922-4991		Bill.Pale@waynegov.com	108 Torhunta Drive	Goldsboro	NC	27534

3/12/2013

APPLICATION FOR APPOINTMENT
to
LENOIR COUNTY ADVISORY BOARDS AND COMMISSIONS

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Advisory Board/Committee/Commission interested in:

Transit Advisory Board

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

* * * * *

Name: Mineko Holloway
 Address: _____
 City/State/Zip: _____
 Telephone: (Home) 252 286 6716 (Work) 252 527-1545
 Occupation: Executive Director, Lenoir County Council on Aging
 Business Address: 112 E. Blount St, Kinston 28501
 Age: (Optional): _____
 Number hours available per month for this position: _____
 Training: 0
 Business and Civic Experience/Skills: 8 years experience in aging services
contracting with local providers & monitoring services
 Other County Boards/Committees/Commissions presently serving on: _____
NC Association on aging
 Expiration date of Term: _____

Circle your voting precinct

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

CERTIFICATION

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

Mineko Holloway
Signature of Applicant

3/15/13
Date

APPLICATION FOR APPOINTMENT

to

LENOIR COUNTY ADVISORY BOARDS AND COMMISSIONS

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

Advisory Board/Committee/Commission interested in:

Home & Community Care Block Grant Advisory Committee

(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: Mineko Holloway

Address: 1

City/State/Zip:

Telephone: (Home) 252-286-6716 (Work) 252-527-1545

Occupation: Executive Director, Lenoir County Council on Aging

Business Address: 112 E. Blount Street, Kinston, NC 28501

Age: (Optional):

Number hours available per month for this position:

Training:

Business and Civic Experience/Skills: 7+ years in aging services

contracting & monitoring with local service agencies

Other County Boards/Committees/Commissions presently serving on:

Expiration date of Term:

Circle your voting precinct N/A

- K-1 (Carver Courts Recreation Center) Institute (Institute Methodist Church)
K-2 (Old Plummer Daniel's Building) Moseley Hall (Frink Middle School Gym)
K-3 (Fairfield Recreation Center) Neuse (Agricultural Center)
K-4 (Northwest Elementary School) Pink Hill 1 (Bethel Baptist Church)
K-5 (Spillman Baptist Church) Pink Hill 2 (Pink Hill Rescue Station)
K-6 (Teachers Memorial School) Sand Hill (Sand Hill VF Department)
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Mineko Holloway
Signature of Applicant

3/13/13
Date

LENOIR COUNTY COUNCIL ON AGING, INC.

112 E. Blount Street • Kinston, N.C. 28501

Telephone 252-527-1545, 252-527-1549 • Fax 252-527-8899

Website LENOIRCCOA.ORG



April Banks
Lenoir County Managers Office
PO Box 3289
Kinston, NC 28502



March 13, 2013

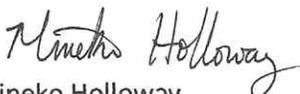
Ms. Banks,

Please accept the enclosed application for appointment to the Home and Community Care Block Grant Advisory Committee.

If you need any further information from me please call or email me.

mh.lcoa@suddenlinkmail.com

Thank you,


Mineko Holloway

Executive Director