

LENOIR COUNTY BOARD OF COMMISSIONERS REGULAR MEETING: AGENDA
MONDAY, JULY 20, 2015 – TIME: 5:00 P.M.
COMMISSIONERS' MEETING ROOM, LENOIR COUNTY COURTHOUSE
130 S. QUEEN ST., KINSTON, N.C.

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

PUBLIC INFORMATION

None

PUBLIC COMMENTS

Scheduled: None

Non-Scheduled:

CONSENT AGENDA: 10 Min.

ACTION

- | | | |
|----|---|---------|
| 1. | Approval of Minutes: Regular Board Meeting: June 15, 2015. | King |
| 2. | Budget Ordinance Amendment: Emergency Telephone System Fund: Finance/Emergency Telephone System: (\$2,048). Decrease. | Martin |
| 3. | Resolution Approving Releases and Refunds to the Individuals Listed Herein. | Parrish |

END OF CONSENT AGENDA

BUDGET ORDINANCE AMENDMENTS/RESOLUTIONS: 40 Min.

- | | | |
|-----|---|---------|
| 4. | Resolution of Support for the Military Corridor Transportation Improvement Act of 2015. | Pope |
| 5. | Resolution Approving Purchase of Software Service Agreement with Cox & Company: \$40,000 per year. | Parrish |
| 6. | Resolution Approving Purchase of Aerial Imagery from Pictometry, Inc.: \$40,211.90. | Parrish |
| 7. | Budget Ordinance Amendment: General Fund: Health: Child Coordinator for Children: \$16,938. Increase. | Huff |
| 8. | Budget Ordinance Amendment: General Fund: Health: BT-Ebola: \$20,000. Increase. | Huff |
| 9. | Budget Ordinance Amendment: General Fund: Health: PCM: \$50,462. Increase. | Huff |
| 10. | Resolution Authorizing the Issuance of Blanket Purchase Orders to the following Companies for Fiscal Year 15-16.: \$92,646. | King |
| 11. | Resolution Authorizing the Issuance of Purchase Order to DLL Public Finance: \$98,633.05. | Bryan |

- | | |
|---|--------|
| 12. Resolution Approving Utility Easement to Duke Energy Progress. | Martin |
| 13. Resolution Declaring Property as Surplus and Authorizing the Sale of the Surplus Property by Auction. | Martin |
| 14. Resolution Authorizing Asbestos Abatement in County Owned Building: 115 W. Bright Street: Enviro Assessments East, Inc.: \$8,925. | Martin |
| 15. Budget Ordinance Amendment: General Fund: Non-Departmental: \$13,580. Increase. | Martin |
| 16. Budget Ordinance Amendment: General Fund: Process Funds: \$120,000. Increase. | Martin |
| 17. Budget Ordinance Amendment: Fire Districts: Fire Protection: \$271,450. Increase. | Martin |
| 18. Resolution Approving Purchase of Munis Financial, Payroll, and HR Management Software: Tyler Technologies: \$365,270. | Martin |
| 19. Resolution Approving/Authorizing Execution of FY 15-16 Insurance Policies with WA Moore Company, Inc. and Discovery Insurance Company: \$646,875. | Martin |
| 20. Budget Ordinance Amendment: General Employee Insurance/Vehicle Replacement/Federally Seized Property Controlled Substance/School Capital: Finance: \$976,789. Increase. | Martin |

APPOINTMENTS: 5 Min.

- | | |
|--|-------|
| 21. Resolution Approving Citizens to Boards, Commissions, Etc. 5 Min. | Board |
|--|-------|

OTHER ITEMS: 10 Min.

- | | |
|--|-------|
| 22. Items from County Manager/County Attorney/Commissioners Public Comments/Closed Session (if necessary) | Board |
|--|-------|

MINUTES

LENOIR COUNTY BOARD OF COMMISSIONERS

June 15, 2015

The Lenoir County Board of Commissioners met in open session at 5:00 p.m. on Monday, June 15, 2015, in the Board of Commissioners' Main Meeting Room in the Lenoir County Courthouse at 130 S. Queen St., Kinston, NC.

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

Members Absent: None

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

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

Mr. Hill welcomed everyone to the meeting and stated at this time I would like to take the liberty to move Item No. 15A Resolution Approving Presentation of Badge and Service Weapon to Major James H. Ward to the front of the agenda.

Item No. 15A was a Resolution Approving Presentation of Badge and Service Weapon to Retiring Major James H. Ward. Sheriff Ingram asked the Board to approve the badge and service weapon (Glock 21 45, Serial Number NMA040) to retiring Major James H. Ward.

Sheriff Ingram stated in 1984 Major Ward began his career as a dispatcher for Lenoir County Sheriff's Office and in 1985 he completed Basic Law Enforcement training. Major Ward was a police officer with the City of Kinston from 1986-1996, and from 1996 until present he has been with the Lenoir County Sheriff's Office. Major Ward has worked his way through the ranks and will be retiring as Major. Upon a motion by Ms. Sutton and a second by Ms. Brown, Item No. 15A was unanimously approved. Common Consent

Judge Les Turner presented Major Ward with a plaque and Sheriff Ingram presented Major Ward with his service weapon.

Major Ward thanked his sons, wife, family and friends for being present.

Mr. Hill stated it is an honor and we appreciate having Judge Les Turner with us today to present the service award to Major Ward. To the Ward family, we appreciate the many sacrifices that you've given to make sure Major Ward was able to perform his job duties. We realize without your support it would have been very difficult for him to do.

To all the family and friends, you have been behind him and supported him. He had an outstanding career and has served us well. Major Ward on behalf of the Commissioners we wish you the very best in retirement and moving forward.

Mr. Hill stated the next item was brought to the board just before the meeting. It is a Resolution from the Lenoir County Board of Education regarding the lease agreement with Apple, Inc.

Mr. Hill asked Dr. Steve Mazingo, Superintendent of Lenoir County Public Schools to come forward to present the Resolution.

Dr. Mazingo stated this Resolution is like the one the Commissioners approved last year for the first phase of the technology project. As indicated in an earlier meeting it is the intent of Lenoir County Public School Board to move ahead with phase two and three. The total cost of \$2,701,622.76 will be paid over a four year lease FY 15-16 and 17-18. The project last year was \$3.9 million and we'll add \$675,405.69 to the payment for a total annual payment of \$1,659,104.89 per year. We paid one year of the \$983,000 payment and we have three additional years at that cost and a new payment amount of \$675,405.69 for four years. The only change to this Resolution is the number amount and the years. As always we certainly appreciate the Commissioners support and I hope that you will take this step and allow us to move forward with phase two and three of the project. We will be supplying middle and high school students with Ipads and the equipment they need to live in a real world.

Mr. Daughety made a motion to move and support this Resolution. The motion died for lack of a second.

Mr. Hill stated at this point since the board just received this information today, the appropriate action might be to table the item and reconvene in a few days. I am aware of the time factor in regards to the agreement. However, this would give us a chance to review the agreement in its entirety in a timely manner.

Mr. Jarman stated he thinks July 9th was the commitment date listed in the payment history of the agreement. I understand Apple would like a commitment in time to have the products in place at the start of the school year.

Dr. Mazingo stated the prices they received have a sunset and this is the last quarter for Apple. I do apologize if you just received this package today, because we delivered it to you on Thursday. I'm sorry if you have not had the time to look at it. Apple Corporation is not going to give their bottom price until someone is ready to make a commitment. So this was not something I could do a month ago, this is a last minute deal.

Mr. Hill stated he understands, but the board needed a couple of days to look over the agreement.

Ms. Sutton asked if the board had to reconvene and couldn't we do it by email?

Mr. Jarman stated the board could recess this meeting, schedule a date and get back together to make the actual vote.

Dr. Mazingo stated again, this contract is the same one the board received last year the amounts and dates are the only changes there is nothing different. It's actually more of an extension of what we did.

Mr. Rouse stated I think it would be a good idea to allow attorney Griffin the opportunity to look at the information as well.

Mr. Hill thanked Dr. Mazingo for presenting and stated we will get in touch with you after the board reconvenes.

Dr. Mazingo stated to remember that time is a factor.

Mr. Hill stated the board needs to recall the conversation regarding phase 3 would be when we would consider putting the 1/4 cent sales tax out there. Remember we needed the \$300,000 additional revenue on top of what we currently have in order to do that.

Ms. Sutton stated regarding our agenda, I understand Dr. Mazingo mentioned he had the Resolution here on Thursday, but for the sake of the public we receive our agendas on Thursday.

Mr. Jarman stated the agenda deadline is 12:00 pm Tuesdays, and the schools have a deadline which is 12:00 p.m. on Wednesdays.

Ms. Sutton stated she feels like the agreement might be the same but let's give our attorney the opportunity to look it over.

Mr. Jarman stated you should do that, however I still have some of my same concerns maybe not as great. You are basically approving a Resolution where the county is saying the funds are available, and the funds that are being spent are not county funds which is a little cumbersome. The attorneys that reviewed it said since we budget by lump sum that covers it, but we request their budget by function code which is a concern. Their budget this year shows \$1.7 million budgeted for debt service so we do have a document that shows it's not included within our budget. Since the \$300,000 shows as additional local funds not the entire \$1.7 million, I would personally have something that would give us a strong argument they committed \$1.4 million state and federal funds.

Mr. Hill stated he would like for attorney Griffin to look over the lease agreement as well as other members of the board and then we will reconvene.

Ms. Brown stated Ms. Lisa Sylvia is in the audience and would like to introduce herself.

PUBLIC INFORMATION:

None

PUBLIC COMMENTS:

Ms. Lisa Sylvia thanked Ms. Jackie Brown for inviting her to the meeting. Ms. Brown and I attend the JCPC meeting together. Ms. Sylvia stated she is the new director of the Gate in Kinston and has been in that capacity since November 2014. I know the City of Kinston has been a big supporter of the Gate since the beginning.

I would like to thank you for your support and prayers. I appreciate the attendance of the police officers on Friday nights which is our big night at the Gate. We appreciate all that you do to support that. I love children and I love people and it's my hearts desire to service the people and the students in Lenoir County. If you would like to come and visit us we would love to have you. At this time I'll be glad to answer any questions.

CONSENT AGENDA:

Corrections were made to the May 28, 2015 Special Called Meeting minutes to reflect Commissioner Reuben Davis being absent instead of present.

1. Approval of Minutes: Regular Board Meeting: May 4, 2015.
Regular Board Meeting: May 18, 2015.
Budget Work Session: May 18, 2015.
Special Called Meeting: May 28, 2015.
Regular Board Meeting: June 1, 2015.

2. Budget Ordinance Amendment: Solid Waste Fund: Finance/Landfill: \$901.00. Increase.

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

Mr. Hill stated at this time we will move to the budget ordinance amendments and resolutions. We do have a series of Resolutions that have been screened and re-screened. I want the public to know as we move forward and if we go through these items relatively quickly without a lot of questions, it is because there have been a lot of questions asked on the front side of this budget.

BUDGET ORDINANCE AMENDMENTS/RESOLUTIONS:

Item No. 3 was a Budget Ordinance Amendment: General Fund: Sheriff/Civil Process Department: \$6,459. Increase. Martha Martin, Finance Director, stated this budget amendment is to appropriate funds from the concealed weapon permitting and renewals as well as appropriate additional funds for the salary and benefits of the part-time clerk. Based upon GS 14-415-19, \$35.00 from each concealed carry permit and each concealed carry renewal are to be used by the Sheriff's Department to administer this article and any other law enforcement purpose. Upon a motion by Ms. Sutton and a second by Mr. Best, item No 3 was unanimously approved. Common Consent

Item No. 4 was a Budget Ordinance Amendment: Finance/Sheriff's Department: \$4,032. Increase. Martha Martin, Finance Director, stated this budget amendment is to budget insurance proceeds received from Argonaut Great Central Insurance Company. This payment is for damages received to a sheriff's vehicle. Upon a motion by Mr. Davis and a second by Ms. Brown, item No 4 was unanimously approved. Common Consent

Item No. 5 was a Budget Ordinance Amendment: General Fund: Finance/Process Funds: \$15,827. Increase. Martha Martin, Finance Director, stated this budget amendment is to appropriate funds received from the NC Department of Public Safety. These funds will be used to offset the cost of training, purchase of EOC supplies and upgrades to technology. Upon a motion by Ms. Brown and a second by Ms. Sutton, Item No. 5 was unanimously approved. Common Consent

Item No. 6 was a Budget Ordinance Amendment: General Fund Debt Service: \$115,385. Increase. Martha Martin, Finance Director, stated this budget amendment is to appropriate funds to cover the debt service payment on the Eastern Region Loan for the Smithfield Sewer Extension. Whenever the budget was adopted in FY 13-14 for FY 14-15, the interest free loan from the Eastern Region had not been finalized. It was approved just prior to the end of FY 13-14. Therefore, the funds need to be appropriated for making this fiscal year's payment. Upon a motion by Mr. Davis and a second by Mr. Best, Item No. 6 was unanimously approved. Common Consent

Item No. 7A was a Resolution approving FY 15-16 Position and Pay Classification Plan. Lashanda Hall, Human Resource Technician, stated Human Resources has proposed a Pay and Position Classification Plan that promotes uniform and consistent pay and classification practices for all Lenoir County employees. The plan complies with the State Human Resources Act and the County Personnel Policy requirements and is presented in a format most commonly used by local units of government. The plan includes all of the position classifications that may be used in the new fiscal year. The classifications added are: Special Projects Officer, Paralegal I, Animal Control Supervisor I and District Administrative Specialist. Upon a motion by Ms. Sutton and a second by Mr. Best, Item No. 7 was unanimously approved. Common Consent

Item No. 8A was a Resolution approving a lease agreement with NC State University in the amount of \$4,500. Tammy Kelly, Cooperative Extension Director, stated Cooperative Extension converted to the Mac Computer Lease System in 2007. The lease program is the best way to keep our agency aligned with our parent agency and educational institution in the most cost effective manner. The agency will install 13 new Mac Minis and one Mac Laptop. This amount includes installation, training, university technical support and any potential repair. Upon a motion by Ms. Sutton and a second by Mr. Best, Item No. 8A was unanimously approved. Common Consent

Item No. 8B was a Resolution approving a maintenance contract with Charles Hughes Construction, LLC in the amount of \$6,000. Tammy Kelly, Cooperative Extension Director, stated Cooperative Extension wishes to enter into a 1 year contract to provide grounds maintenance. Charles Hughes Construction has provided quality lawn care and landscape maintenance for the past nine years. We have been very pleased with their service and wish to continue the contract for another year. Also, this year we have added the grounds surrounding the livestock arena to the contract. Upon a motion by Ms. Sutton and a second by Ms. Brown, Item No. 8B was unanimously approved. Common Consent

Ms. Kelly invited all to attend the business after hours tomorrow from 5:00 pm – 7:00 pm. at the Farmers Market.

Item No. 9A was a Resolution approving the lease of copiers and a wide format scanner from COECO in the amount of \$9,500. Pam Rich, Register of Deeds, stated NC General Statutes require the Register of Deeds Office to be able to furnish copies to the general public. The copier will allow the public, attorneys, and office staff to make the necessary copies needed for everyday work requirements. Upon a motion by Ms. Sutton and a second by Ms. Brown, Item No 9A was unanimously approved. Common Consent

Item No. 9B was a Resolution approving an indexing services contract with COTT Systems in the amount of \$26,500. Pam Rich, Register of Deeds, stated, COTT Systems has provided the Register of Deeds with the highest level of support and services for many years. The indexing of real estate documents, marriages, births, delayed births, deaths, maps and DD214's has allowed the Register of Deeds to place many records on a computer for easy accessibility. Upon a motion by Mr. Davis and a second by Ms. Brown, Item No. 9B was unanimously approved. Called to Question

Item No. 10 was a Resolution authorizing FY 15-16 service contracts and purchase orders for the Court Facility/Public Buildings Department in the amount of \$183,119. Mike Wiggins, Maintenance Director, stated this Resolution will allow the encumbrance of funds approved in the FY 15-16 budget, and the eventual payment for services billed. Upon a motion by Mr. Rouse and a second by Ms. Sutton, Item No. 10 was unanimously approved. Common Consent

Item No. 11A was a Resolution authorizing the issuance of blanket purchase orders yearly software/hardware maintenance for the MIS Department in the amount of \$202,816. Joey Bryan, MIS Director, stated Lenoir County has many software maintenance obligations that allow the County's services to continue. The contracts allow for MIS to receive upgrades, place service calls, and allow use of the software. Without these services contracts, any software/hardware malfunction or failure, would cause that service to no longer be available to anyone in the County. This would place us in the position of not having anyone to call to repair the application. Upon a motion by Ms. Sutton and a second by Ms. Brown, Item No 11A was unanimously approved. Called to Question

Item No. 11B was a Resolution approving the installation of a Fiber Connection between the Lenoir County Courthouse and the EOC/911 building located at 200 Rhodes Avenue in the amount of \$49,437. Joey Bryan, MIS Director, stated Lenoir County currently utilizes fiber connections to all of our locations via fiber except for EMS/911 center which utilizes a line of site wireless connection. Installation of this fiber will allow for the county to locate a new backup server farm as well as the redundant backup unit at the EMS/911 center. This center is staffed 24/7 for security and has emergency power. Upon a motion by Ms. Sutton and a second by Mr. Best, Item No. 11B was unanimously approved. Called to Question

Item No.12A was a Resolution authorizing the issuance of blanket purchase orders to the following companies for fiscal year 2015-2016 in the amount of \$127,800. Chris Harper, Transit Director, stated the purchase orders will allow Transit to operate more efficiently by having vendors in place when the need for the services arises. Upon a motion by Ms. Brown and a second by Mr. Davis, Item No 12A was unanimously approved. Common Consent

Item No. 12B was a Resolution declaring property as surplus and authorizing the sale of surplus property by auction. Chris Harper, Transit Director, stated the Transit Department has one (1) van which has outlived its useful life. The vehicle is no longer of use to any county department and there are no plans to put it back into service. Upon a motion by Ms. Sutton and a second by Mr. Best Item No. 12B was unanimously approved. Common Consent

Item No. 12C was a Resolution approving Lenoir County Transit System Safety Program Plan. Chris Harper, Transit Director, stated the plan is required by the North Carolina Department of Transportation, Public Transportation Division to ensure operational compliance. To meet NCDOT requirements and to improve the usefulness of the SSPP, Lenoir County Transit updated all of the five (5) core areas: Driver/Employee Training, Safety Data Acquisition/Analysis, Drug and Alcohol Abuse Programs, Vehicle Maintenance, and Security. We have completed and submitted the information to the NC Department of Transportation. Upon a motion by Ms. Sutton and a second by Mr. Best, Item No. 12C was unanimously approved. Common Consent

Item No. 13A was a Resolution authorizing FY 15-16 service contracts and purchase orders for the Emergency Services/Emergency Management Division in the amount of \$36,453. Roger Dail, EMS Director, stated all purchase orders in the amount of \$2,500 or greater require the approval by the Board of Commissioners. Maintenance contracts and service contracts allow us to receive upgrades and place calls for service at no additional cost to the County. Upon a motion by Ms. Sutton and a second by Ms. Brown, Item No. 13A was unanimously approved. Common Consent

Item No. 13B was a Resolution authorizing FY 15-16 service contracts and purchase orders for the Emergency Services/Communications Division in the amount of \$141,840. Roger Dail, EMS Director, stated all purchase orders in the amount of \$2,500 or greater require the approval by the Board of Commissioners. Maintenance contracts and service contracts allow us to receive upgrades and place calls for service at no additional cost to the County. Upon a motion by Mr. Davis and a second by Mr. Best, Item No. 13B was unanimously approved. Common Consent

Item No. 13C was a Resolution authorizing FY 15-16 service contracts and purchase orders for the Emergency Services/Communications Division Emergency Telephone Fund in the amount of \$379,173. Roger Dail, EMS Director, stated, all purchase orders in the amount of \$2,500 or greater require the approval by the Board of Commissioners. Maintenance contracts and service contracts allow us to receive upgrades and place calls for service at no additional cost to the County. Upon a motion by Ms. Sutton and a second by Ms. Brown, Item No. 13C was unanimously approved. Called to Question

Item No. 13D was a Resolution authorizing FY 15-16 service contracts and purchase orders for the Emergency Services/EMS Division in the amount of \$582,817. Roger Dail, EMS Director, stated all purchase orders in the amount of \$2,500 or greater require the approval by the Board of Commissioners. Maintenance contracts and service contracts allow us to receive upgrades and place calls for service at no additional cost to the County. Upon a motion by Ms. Sutton and a second by Ms. Brown, Item No. 13D was unanimously approved. Called to Question

Item No. 13E was a Resolution approving a memorandum of agreement between NC Department of Health and Human Services, Division of Health Service Regulation and Lenoir County Emergency Services. Roger Dail, EMS Director, stated in 2011, Lenoir County Emergency Services received hazard materials decontamination equipment, including a trailer, from Lenoir Memorial Hospital. Lenoir County Emergency Services have trained 14 employees with the knowledge to deploy this equipment. With this equipment and training Lenoir County Emergency Services became recognized regionally as part of the State Medical Assistance Team. Also, part of the recognition allowed Emergency Services to update, replace, and add equipment that was needed. Upon a motion by Ms. Sutton and a second by Ms. Rouse, Item No. 13E was unanimously approved. Common Consent

Item No. 13F was a Resolution approving a fireworks show for the Deep Run Independence Day Committee for June 27, 2015 at 9:00 p.m. Roger Dail, EMS Director, stated Per North Carolina Fire Code 2012 edition and North Carolina General Statute 14-410, County Commissioners must grant permission of firework displays before a permit can be issued. The Deep Run Committee has hired Class A Services and Storage, Inc. to handle all fireworks behind Deep Run Water Corporation. The Fire Marshal's Office will ensure all fire codes are met. Upon a motion by Ms. Sutton and a second by Ms. Rouse, Item No. 13F was unanimously approved. Common Consent

Item No. 14 was a Resolution approving FY 15-16 blanket purchase orders for the Health Department for clinics and services. Denise Bell, Administrative Assistant, stated Mr. Joey Huff was unable to attend this meeting and she would be making the presentation on his behalf. The Health Department utilizes various vendors and suppliers for medical supplies, office supplies, and contracted services. The purchase orders will allow the Health Department to simplify purchasing during the fiscal year. Upon a motion by Ms. Sutton and a second by Ms. Brown, Item No. 14 was unanimously approved. Called to Question

Item No. 15A was a Resolution approving the presentation of his badge and service weapon to retiring Major James H. Ward. Sheriff Ingram read the Resolution. Upon a motion by Ms. Sutton and a second by Ms. Brown, Item No. 15A was unanimously approved.

Item No. 15B was a Resolution approving the purchase of equipment, services and supplies for the Sheriff's Department in the amount of \$467,910. Sheriff Ingram stated the Sheriff's Department has been very pleased with the equipment, services and supplies offered by these vendors in the past years. Therefore, we wish to continue with their service during this fiscal year. Upon a motion by Ms. Sutton and a second by Mr. Davis, Item No. 15B was unanimously approved. Called to Question

Item No 15C was a Resolution approving the purchase of equipment, services and supplies for the Lenoir County Detention Center in the amount of \$1,006,643. Sheriff Ingram stated the Detention Center has been very pleased with the equipment, services and supplies offered by these vendors in the past years. Therefore, we wish to continue with their service during this fiscal year. Upon a motion by Ms. Sutton and a second by Ms. Brown, Item No. 15C was unanimously approved. Called to Question

Item No. 15D was a Resolution approving purchase order to B&G Electronics in the amount of \$35,000. Sheriff Ingram stated the Sheriff's office utilizes Dodge Chargers as patrol vehicles. The vehicles must have numerous pieces of equipment including protective dividers, electronics and emergency warning equipment installed on the vehicle. This purchase order will include the purchase of equipment and the installation of required equipment for the fleet of patrol vehicles. Upon a motion by Mr. Davis and a second by Mr. Best, Item No. 15D was unanimously approved. Common Consent

Item No. 16A was a Resolution authorizing FY 15-16 service contracts and purchase orders for the Department of Social Services in the amount of \$1,683,678. Tracy Chestnutt, DSS Administrative Officer, stated the purchase orders will allow encumbrance of funds approved in the FY 15-16 budget and the eventual payment of services as billed. Upon a motion by Mr. Davis and a second by Mr. Best, Item No 16A was unanimously approved. Called to Question

Item No. 16B was a Resolution approving provider agreements for subsidized day care for the Department of Social Services in the amount of \$2,633,308. Tracy Chestnutt, DSS Administrative Officer, stated in order to receive payments from DSS, providers must abide by state and federal regulations. This will be a one year agreement, renewable with modifications annually, subject to acceptable performance of the individual providers. Upon a motion by Ms. Sutton and a second by Ms. Brown, Item No. 16B was unanimously approved. Common Consent

Item No. 16C was a Resolution approving the Lenoir County Home and Community Care Block Grant funding plan with the Department of Social Services in the amount of \$538,259. Tracy Chestnutt, DSS Administrative Officer, stated the Home and Community Care Block Grant funds provide essential services such as meals, in-home aide care, operation of local senior centers, and transportation for the elderly population of Lenoir County. HCCBG funds are 90% Federal and State funds and require a 10% county match. The bulk of this money goes to the Council on Aging for some of their services and level 1 in-home aide services. Upon a motion by Ms. Brown and a second by Ms. Sutton, Item No. 16C was unanimously approved. Common Consent

Ms. Chestnutt stated effective July 1, 2015 the Crisis Intervention Program which provides assistance for heating and cooling will return to the Department of Social Services. In the past the applications were processed at the Salvation Army through a contract. We are happy to be able to provide the services in house again.

Item No. 17 was a Resolution approving appointments of citizens to boards, commissions, etc. This was the first appearance so no action is required at this time.

CURRENT VACANCIES: Lenoir County Health Board – (1) Optometrist, (1) Member, Equalization & Review (1), Lenoir County Parks & Recreation (1).

Item No. 18 were items from the County Manager, Mike Jarman. Mr. Jarman stated other than the typical financial performance summary and the permit/inspection report, I have a couple of reminders. The NC Association of County Commissioners has sent information regarding the annual conference August 20-23 in Pitt County. Please take a look at the scheduled events and decide if you will be attending or call Vickie if you need additional information.

Early registration fee runs through July 16th and if you are attending we would prefer to get the registration at the lower price. We are asking for this information at this time because we are not scheduled to meet again until July 20th.

Mr. Hill stated he will attend the entire event and commute back and forth daily.

Mr. Rouse shared a handout with information and updates regarding transportation projects in Lenoir County.

Mr. Griffin asked Mr. Rouse if there was a definite closing date on the Queen Street Bridge project?

Mr. Rouse replied the Free Press printed the incorrect date. The projected date for closure is July 6th.

Ms. Sutton stated she received an email from Ms. Alice Warren, Vice President of Continuing Education stating the scheduled NC State University Pack Prowl has been postponed until May 2016.

Mr. Best recognized Kinston Wheel Alignment for being in business in Kinston/Lenoir County for 60 years. Mr. Best stated that Mr. Burnie Braxton is a wonderful person, and it is great to be able to be successful for sixty (60) years.

Mr. Hill stated we will recess until Friday morning June 19th at 9:00 a.m.

Recessed at 5:45pm

June 19, 2015

The Lenoir County Commissioners' meeting reconvened at 9:00 a.m. Chairman Hill called the meeting to order. There was a moment of silence in respect of the murdered victims of Charleston, South Carolina.

All Commissioners were present.

Mr. Hill read the Resolution for the board and viewing public.

Upon a motion by Ms. Sutton and a second by Ms. Brown, Item No. 19 Resolution regarding the Apple, Inc. agreement was unanimously approved.

Mr. Hill reminded the board of the next scheduled meeting on July 20, 2015 at 5:00 pm.

Meeting Adjourned at 9:25 a.m.

Respectfully submitted,

A handwritten signature in cursive script that reads "Vickie F. King". The signature is written in black ink and is positioned above the printed name.

Vickie F. King

Clerk to the Board

LENOIR COUNTY BOARD OF COMMISSIONERS REGULAR MEETING: AGENDA
MONDAY, JUNE 15, 2015 – TIME: 5:00 P.M.
COMMISSIONERS' MEETING ROOM, LENOIR COUNTY COURTHOUSE
130 S. QUEEN ST., KINSTON, N.C.

Summary of Actions Taken at the June 15, 2015 Meeting

1. Approval of Minutes: Regular Board Meeting: May 4, 2015. Approved
Regular Board Meeting: May 18, 2015.
Budget Work Session: May 18, 2015.
Special Called Meeting: May 28, 2015.
Regular Board meeting: June 1, 2015.
2. Budget Ordinance Amendment: Solid Waste Fund: Finance/Landfill: \$901. Increase. Approved
3. Budget Ordinance Amendment: General Fund: Sheriff/Civil Process Department: \$6,459. Increase. Approved
4. Budget Ordinance Amendment: Finance/Sheriff's Department: \$4,032. Increase. Approved
5. Budget Ordinance Amendment: General Fund: Finance/Process Funds: \$15,827. Increase. Approved
6. Budget Ordinance Amendment: General Fund Debt Service: \$115,385. Increase. Approved
7. Resolution Approving FY 15-16 Position and Pay Classification Plan. Approved
8. A. Resolution Approving Lease Agreement: NC State University: \$4,500. Increase. Approved
B. Resolution Approving Grounds Maintenance Contract: Charles Hughes Construction, LLC.: \$6,000.
9. A. Resolution Approving Expenditure for Lease of Copier/Wide Format Scanner: COECO: Not to Exceed \$9,500. Approved
B. Resolution approving Indexing Services Contract for FY 2015-16: Cott Systems: \$26,500.
10. Resolution Authorizing FY 15-16 Service Contracts and Purchase Orders for Court Facility/Public Buildings Department. \$183,119. Approved
11. A. Resolution Authorizing the Issuance of Blanket Purchase Orders to the Following Companies for Yearly Software/Hardware Maintenance: \$202,816. Approved
B. Resolution Approving the Installation of a Fiber Connection between the Lenoir County Courthouse and the EOC/911 Building Located at 200 Rhodes Avenue in the Amount of \$49,437.

12. A. Resolution Authorizing the Issuance of Blanket Purchase Orders to the Following Companies for Fiscal Year 2015- 2016 in the amount of \$127,800. Approved
 B. Resolution Declaring Property as Surplus and Authorizing the Sale of the Surplus Property by Auction.
 C. Resolution Approving Lenoir County Transit System Safety Program Plan.
13. A. Resolution Authorizing FY15-16 Service Contracts and Purchase Orders: Emergency Services: Emergency Management Division: \$36,453. Approved
 B. Resolution Authorizing FY15-16 Service Contracts and Purchase Orders: Emergency Services: Communications Division: \$141,840.
 C. Resolution Authorizing FY15-16 Service Contracts and Purchase Orders: Emergency Services: Communication Division: Emergency Telephone Fund: \$379,173.
 D. Resolution Authorizing FY15-16 Service Contracts and Purchase Orders: Emergency Services: EMS Division: \$582,817.
 E. Resolution Approving a Memorandum of Agreement between North Carolina Department of Health and Human Services, Division of Health Service Regulation and Lenoir County Emergency Services.
 F. Resolution Approving Fireworks Show for the Deep Run Independence Day Committee for June 27, 2015 at 9:00pm.
14. Resolution Approving FY15-16 Blanket Purchase Orders for Clinic and Services in the amount of \$891,701. Approved
15. A. Resolution Approving Presentation of Badge and Service Weapon to Retiring Major James Ward. Approved
 B. Resolution Approving Purchase of Equipment, Services and/or Supplies for FY 15-16: \$467,910.
 C. Resolution Approving Purchase of Equipment, Services and/or Supplies for FY 15-16: \$1,006,643.
 D. Resolution Approving Purchase Order to B & G Electronics: \$35,000.
16. A. Resolution Authorizing FY15-16 Service Contracts and Purchase Orders for Department of Social Services: \$1,683,678. Approved
 B. Resolution Approving Provider Agreements for subsidized Day Care: \$2,633,308.
 C. Resolution Approving the FY15-16 Lenoir County Home and Community Care Block Grant Funding Plan.

BUDGET ORDINANCE AMENDMENT: EMERGENCY TELEPHONE SYSTEM FUND:
 FINANCE/EMERGENCY TELEPHONE SYSTEM: (\$2,048.): DECREASE



LENOIR COUNTY, NORTH CAROLINA
BUDGET AMENDMENT REQUEST

FY 2015 - 2016
 Appropriations

Budget Amendment # _____
 Date Approved _____

Distribution - Finance Office:

FUND		DEPARTMENT		LINE ITEM DESCRIPTION	
EMERGENCY TELEPHONE SYSTEM		FINANCE/EMERGENCY TELEPHONE SYSTEM		Various	
Check One Box New Appropriation: <input 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>		
24-3437-4130	E 911 REVENUE-STATE	-2,048.00	24-4320-5810	CAPITAL RESERVE	-2,048.00
Total		-2,048.00	Total		-2,048.00

Reason and Justification for Request:
 BUDGET AMENDMENT TO DECREASE THE APPROPRIATION BY THE STATE E911 BOARD. WHENEVER THE BUDGET WAS COMPILED IT WAS BASED ON AN ESTIMATION GIVEN TO THE COUNTY IN DECEMBER 2014. THE FINAL APPROPRIATION AMOUNT WAS NOT SENT UNTIL JUNE 1, 2015, WELL AFTER THE BUDGET HAD BEEN COMPILED AND WAS THE SAME DAY AS THE ADOPTION OF THE COUNTY'S FY15-16 BUDGET.

Department Head Approval	Date	Finance Officer Approval	Date
<i>Martha H. Martin</i>	<i>7/1/2015</i>	<i>Martha H. Martin</i>	<i>7/1/2015</i>
Budget Officer Approval	Date		
<i>Michael W. Sasser</i>	<i>7/15/15</i>		
Board Approval (When Applicable)	Date	Date of Minutes	

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

SUBJECT AREA: Financial

ACTION REQUESTED: Approval of Releases and Refunds to the Individuals Listed Herein.

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

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

RELEASES OVER \$100

<u>YEAR</u>	<u>NAME</u>	<u>ACCOUNT</u>	<u>AMOUNT</u>	<u>REASON</u>
2012	Glen Murphy	71813	\$144.58	Corrected Listing
2013	Glen Murphy	71813	135.44	Corrected Listing
2014	Glen Murphy	71813	124.76	Corrected Listing
2008	Milton Shearin	25761	404.39	Corrected Listing
2009	Milton Shearin	25761	560.41	Corrected Listing
2010	Milton Shearin	25761	526.93	Corrected Listing
2011	Milton Shearin	25761	493.45	Corrected Listing
2012	Milton Shearin	25761	459.97	Corrected Listing
2013	Milton Shearin	25761	444.00	Corrected Listing
2014	Milton Shearin	25761	409.20	Corrected Listing
2013	Maxine Waters	62009	528.60	Legal Exemption
2014	Comprehensive Solutions	68797	132.08	Out of Business
2013	Comprehensive Solutions	68797	271.46	Out of Business
2004	Adger Haddock	55579	466.67	Corrected Listing
2005	Adger Haddock	55579	448.54	Corrected Listing
2006	Adger Haddock	55579	2089.45	Corrected Listing
2006	Herman Herring	70414	118.58	Corrected Listing
2004	Herman Herring	70414	381.63	Corrected Listing
2005	Herman Herring	70414	120.02	Corrected Listing
2008	Herman Herring	70414	2612.41	Corrected Listing
2007	Herman Herring	70414	112.58	Corrected Listing
2012	Mary Brock	53388	1125.80	Corrected Listing
2010	Mary Brock	53388	873.64	Corrected Listing
2009	Mary Brock	53388	929.08	Corrected Listing
2013	Archie Phillips	69767	316.78	Corrected Listing
2011	Archie Phillips	69767	367.77	Corrected Listing
2010	Archie Phillips	69767	1215.80	Corrected Listing

2009	Archie Phillips	69767	703.77	Corrected Listing
2012	Archie Phillips	69767	342.81	Corrected Listing
2008	Mary Brock	53388	1184.17	Corrected Listing
2007	Mary Brock	53388	1201.14	Corrected Listing
2006	Mary Brock	53388	1265.22	Corrected Listing
2005	Mary Brock	53388	444.63	Corrected Listing
2011	Mary Brock	53388	818.20	Corrected Listing
2014	Nicky Rapoza	50525	372.99	Out of Business
2013	Nicky Rapoza	50525	421.75	Out of Business
2012	Nicky Rapoza	50525	496.74	Out of Business
2011	Nicky Rapoza	50525	644.37	Out of Business
2007	TruckMaster CDL School	892	495.60	Out of Business
2006	TruckMaster CDL School	892	106.23	Out of Business
2008	TruckMaster CDL School	892	504.71	Out of Business
2009	TruckMaster CDL School	892	438.00	Out of Business
2010	TruckMaster CDL School	892	395.45	Out of Business
2011	TruckMaster CDL School	892	362.82	Out of Business
2012	TruckMaster CDL School	892	330.41	Out of Business
2013	TruckMaster CDL School	892	317.77	Out of Business
2014	TruckMaster CDL School	892	288.01	Out of Business
2014	Lisa Miller	39401	415.29	Out of Business
2014	Severo Pedroza	75533	115.86	Double Listed
2013	Angeline Mitchell	42139	303.48	Corrected Listing
2014	Dewey Bell	22601	212.01	Corrected Listing
2015	Howard Management	81039	557.85	Corrected Listing
2014	EJ Pope & Son Inc	66888	416.54	Corrected Listing
2014	Peggy Rouse	25036	180.55	Corrected Listing
2013	Leonides Gutierrez	74478	409.01	Double Listed
2014	Leonides Gutierrez	74478	379.43	Double Listed

REFUNDS

<u>YEAR</u>	<u>NAME</u>	<u>ACCOUNT</u>	<u>AMOUNT</u>	<u>REASON</u>
2014	Montgomery King	75752	\$336.00	Corrected Listing
2014	Ella Phillips	22907	1176.61	Corrected Listing
2014	Ella Phillips	22907	6040.65	Corrected Listing
2014	Montgomery King	75752	1344.00	Corrected Listing

MANAGER'S RECOMMENDATION:

Respectfully Request Approval.


Initials

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

AMENDMENTS:

MOVED _____ SECOND _____

APPROVED _____ DENIED _____ UNANIMOUS _____

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

Craig Hill, Chairman

07/20/2015
Date

ATTEST

Date

**RESOLUTION OF SUPPORT FOR THE MILITARY CORRIDOR TRANSPORTATION
IMPROVEMENT ACT OF 2015 AND CALLING UPON THE NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION TO ALLOCATE PRIORITY FUNDING TO US 70
IMPROVEMENTS IN ADVANCE OF THIS DESIGNATION**

WHEREAS, a bipartisan coalition of North Carolina's federal delegation have introduced the Military Corridor Transportation Improvement Act of 2015; and

WHEREAS, this Act would designate US 70 from Raleigh to Morehead City as an Interstate;
and

WHEREAS, we support the US Military and recognize that our national security could be impacted if Cherry Point Marine Corps Air Station does not have consistent and efficient access for military personnel; and

WHEREAS, access to the Port in Morehead City, the state's second largest port, is critical to our state's wellbeing and the port operations support North Carolina's citizens and businesses; and

WHEREAS, effective and efficient access to and from our coast could have a positive economic impact on those communities; and

WHEREAS, population growth within North Carolina will continue to increase the number of citizens utilizing US 70, thus adding to delays and increasing safety issues; and

WHEREAS, interstate designation will expand economic development opportunities for the region; and

WHEREAS, interstate will offer support for North Carolina's military community by providing consistent and safe roadway access; and

NOW, THEREFORE, BE IT RESOLVED that the Lenoir County Board of Commissioners support the Military Corridor Transportation Improvement Act of 2015 and call for its swift passage.

Craig Hill, Chairman
Lenoir County Board of Commissioners

ATTEST:

Date: _____

Clerk to the Board

INTRODUCED BY: Michael W. Jarman, County Manager DATE 7/20/2015 ITEM NO. 5

RESOLUTION: Approve Purchase of Software Service Agreement with Cox & Company: \$40,000 per year.

SUBJECT AREA: Purchase/Bids

ACTION REQUESTED: The Board is requested to approve the expenditure for ONETax Software license to Cox & Company in the amount of \$40,000 and authorize the Tax Administrator to execute the necessary documents on behalf of the Lenoir County Tax Department.

HISTORY/BACKGROUND: The Lenoir County Tax Department has been using the "Bormuth" tax software for approximately 25 years. It is a proprietary system, and at one time was being used by seventeen counties in North Carolina. The owner of the system, Al Bormuth, has not been marketing his software for several years, and the number of counties currently using the system is down to six. If something happened to Mr. Bormuth, the Lenoir County Tax Department would be in a precarious situation as far as support and/or converting to a new system. The annual maintenance/support fee the county has to maintain the server for Bormuth software is \$26,000.

EVALUATION: The Tax Department has had three companies give presentations on their tax software. Two of the products (NCPTS and Bi-Tek) are windows based software systems which would be a major change for the staff of our Tax Department. The cost for both of those systems was very expensive as well. NCPTS: \$400,000 conversion and \$82,000 annual fee. Bi-Tek: \$235,000 initial cost and \$30-40,000 annual fee. The third company, ONETax, is very similar to the Bormuth system, as it is an AS400 system making the cost a lot more reasonable. ONETax has made a proposal for converting Lenoir County's tax data and providing training and support for their system for \$40,000/year- which includes hosting services of a server, and the annual fee is guaranteed for the next five years. Darrell Parrish has talked with several Tax Administrators across the state that utilizes ONETax, and all have recommended the software. It appears to be similar to the Bormuth system as far as the valuation of real and personal property, but the collection part of the system is greatly enhanced compared to the Bormuth system. ONETax is capable of processing mass garnishments, has debt setoff included, and the processing of releases and refunds is automated. ONETax currently has 19 North Carolina counties using their software.

MANAGER'S RECOMMENDATION:

Respectfully Request Approval.

MW
Initials

RESOLUTION: NOW THEREFORE BE IT RESOLVED by the Lenoir County Board of Commissioners that the county approve the expenditure for ONETax Software license to Cox & Company in the amount of \$40,000 and authorize the Tax Administrator to execute the necessary documents on behalf of the Lenoir County Tax Department.

AMENDMENTS:

MOVED _____ SECOND _____

APPROVED _____ DENIED _____ UNANIMOUS _____

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

Chairman Date

ATTEST Date

Software Services Agreement

Cox & Company

This is a legal Agreement, made by and between Cox & Company ("Company or We") and the County of Lenoir ("Licensee or You"). The Effective Date is _____.

1. GRANT OF LICENSE. The Company grants to the Licensee a non-exclusive, non-transferable license to use part or all of the Software specified in the attached Exhibit and copies of any written documentation, guides, or materials provided by the Company for the sole usage by the Licensee. The term "Software" used in this Agreement refers to all programs and any written or electronic guides, documentation, and materials which are provided by the Company which would not reasonably be provided were this Agreement not in effect. **Any specifications are attached and incorporated by reference.**

The software will be licensed to the model/serial number of either a server procured by the Licensee or to a server associated with the commercial hosting site offered by the Company. The cost of the hosting services is shown on the Exhibit. Hosting responsibilities for Licensee and the Company will be defined in a Letter of Understanding.

2. IMPLEMENTATION ASSISTANCE. The Company will provide implementation assistance including on-site training and assistance, as well as data conversion.

On-site Training and Assistance. The Company will invest as much time as necessary to train and assist your departmental coordinators, managers, and workers. The Annual License and Support Fee specified in the Exhibit includes an allowance for days provided at no additional charge to you. If authorized by you in writing, we will provide additional assistance days at the per diem rate agreeable to both parties. The Company absorbs out-of-pocket expenses for travel and living expenses when we train or assist at your site.

Data Conversion. The Company will convert and balance any source data files you provide. You are responsible for providing the data source in a format that we can read.

3. ON-GOING SUPPORT: Beginning on the Effective Date and unless terminated or not renewed, the Company will provide the Licensee with the following services which support on-going usage of the Software:

New Releases. The Company will provide to the Licensee new releases and upgrades, if any, of the Software. The releases will include annual changes required by the state legislature or state agencies.

Error Correction. The Company will correct any errors that prevent the programs from performing as intended by the Company. This warranty applies only to the original Software or to changes made by the Company. It does not apply to changes made by the Licensee.

Telephone Assistance. The Company will provide telephone assistance to those employees designated by the Licensee and to answer questions concerning the usage and operation of the Software.

Remote Access to your System. The Licensee will provide secure remote access (for example, a VPN connection) to the Licensee's application server(s) to facilitate our support activities.

Support Tools. The Company will install on the Licensee's application server/logical partition certain programs which it uses 1) to support activities required by this Agreement or 2) to provide a level of service which goes beyond the requirements of this Agreement. These programs will be stored separately from the programming available under the Grant of License terms of this Agreement.

Source Programs. The Company will ship source programs for the Software with each release and hereby authorizes the Licensee to store the source programs as a contingency against the possibility that Cox & Company may cease operations and be unable to make necessary changes to the Software. All provisions of this Agreement would remain in effect, including those regarding intellectual property rights owned by the Company and trade secrets.

4. RENEWAL AND TERMINATION PROVISIONS. The Agreement remains in effect for 180 days beyond delivery to the Company via certified mail of a written notice of termination. The Licensee agrees to cease using the Software within 180 days of the receipt by the Company of the notice to terminate.

Should funds not be budgeted and appropriated, the Licensee will promptly so notify the Company in writing. In the event termination occurs under the terms of this section, payments due the Company will be prorated as of 180 days from the receipt by the Company of such notice of termination.

5. INTELLECTUAL PROPERTY. The Software is owned by the Company and is protected by United States copyright laws. The Licensee acknowledges that the license provided under this Agreement is a limited one and in no way will be construed to provide the Licensee an express or implied license to any of the Company's Intellectual Property Rights other than as expressly set forth in this Agreement.

6. PAYMENTS. Licensee agrees to pay to the Company the Annual License and Support Fee in the amounts, method, and timing specified in the attached Exhibit until terminated as provided above.

7. REPOSSESSION: The Company reserves the right to repossess all Software provided to Licensee pursuant to this Agreement upon violation of any part of this Agreement by Licensee, and after written notice to Licensee of the violation, and Licensee's failure to cure the violation within fifteen (15) days of receipt of the notice. In addition, Licensee agrees to pay all reasonable expenses incurred by the Company in enforcing its rights upon violation by Licensee.

The Licensee does not own a right-to-use the programs identified above in the Support Tools paragraph. If Support is not renewed or terminated, usage of these Support Tools must be terminated. If requested by the Company, the Licensee will certify that all copies of the Support Tools have been deleted from the application server and a copy will not be restored from backup media.

8. WARRANTY: The Company warrants that the Software will perform as intended by the Company, as indicated in printed or electronic guides or documentation provided by the Company. The Company agrees to fix errors discovered by the Licensee for as long as the Support provisions of this agreement are in effect.

The Company warrants and represents that no part of the Software is subject to any patent, copyright, license or trade secret which requires the consent of the holder thereof for the Licensee's use under this Agreement.

EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE COMPANY WILL NOT BE DEEMED TO HAVE MADE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE CONDITION, MERCHANTABILITY, DESIGN, OPERATION OR FITNESS FOR A PARTICULAR PURPOSE OF THE LICENSED PROGRAMS OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE LICENSED PROGRAMS.

9. LIMITATION OF WARRANTY: The Company will not be liable to Licensee for any loss, claim or action based on or arising out of the performance of this Agreement or by conditions created thereby beyond the total Software license fee and cost of modifications. Payment to the Company of the amount stated in paragraph six (6) above will be deemed complete acceptance by the Licensee of the Software provided.

With regard to the performance of each party's obligations arising out of the Agreement, neither party will be liable to any third party for any act or omission of the other party in the performance of its respective obligations. In addition, each party hereto agrees to indemnify the other party against, and hold such party, its respective employees, agents or participants with such,

harmless from any and all third party claims, actions, proceedings, expenses, damages, liabilities, or losses (including, but not limited to attorney's fees and court costs) arising out of or in connection with the obligations performed by each respective party hereto.

10. TRADE SECRETS: Licensee will not divulge, nor permit any of its employees, agents or representatives to divulge any data or information with respect to the documentation, models, descriptions, forms, instructions or other relating thereto for the purpose of allowing its use by unauthorized persons or firms.

If the Licensee or any of its employees, agents or representatives will attempt to use, appropriate or dispose of the Software or any of its aspects or components or to duplicate or modify the contents thereof in a manner contrary to this Agreement, the Company will have the right, in addition to such other remedies which may be available to it, to injunctive relief enjoining such acts or attempt.

11. LICENSE INFORMATION: The Company will not use or disclose to any other person or entity, either during the term of this Agreement or thereafter, any confidential information of Licensee to which the Company obtains access in connection with the program support services.

Confidential information is identified as such by the Licensee, but does not include information in the public domain.

12. COPIES: Unless authorized by the Company in writing, Licensee will not copy, or permit the copying of, in whole or part, any programs or materials which are provided by the Company in printed form under this Agreement. The Company will normally give its written authorization to copy certain specified training materials and procedure guides which are provided by the Company for use by the Licensee's employees.

Nor will Licensee copy, or permit to be copied, in whole or in part, any programs or other materials provided by the Company in machine-readable form except that the Licensee may make copies of the programs or other materials in printed or machine-readable form, for use by the Licensee for backup or emergency restart purposes, to replace a worn copy or to understand the contents of such machine-readable material.

The original and any copies of the programs and/or optional materials will be the property of the Company.

Licensee agrees to pay any costs including reasonable attorney's fees necessary to recover any unauthorized copies of the programs or other materials provided under this Agreement from third parties due to the fault or negligence of the Licensee.

13. PROGRAM MODIFICATIONS: No person who is not a permanent employee of the Licensee will perform any program modification to the Software for Licensee unless Licensee will have received written authorization to do so from the Company.

14. ASSIGNMENT: This Agreement is not assignable nor will Licensee sell, lease or otherwise provide to third parties the Software described herein without the Company's prior written consent.

15. CONFIDENTIALITY: In performing support, the Company and all its employees will comply with and maintain confidentiality requirements as required by the Licensee. The Licensee will notify the Company of its requirements for confidentiality in writing.

16. GENERAL PROVISIONS: No delay or other failure of the Company in exercising any right hereunder and no partial or single exercise thereof, will be deemed of itself to constitute a waiver of such right or any other rights hereunder.

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, written and oral, among the undersigned with respect to the subject matter hereof.

If any provisions of this Agreement is void or unenforceable by any court, then such provisions will be severable and will not affect the remaining provisions hereof.

This Agreement will be binding upon the heirs, assigns, and successors of the parties hereto. This Agreement will be governed by the internal laws of the State of North Carolina.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement in duplicate originals as of the day and year first above written.

CUSTOMER: County of Lenoir

COX & COMPANY

Authorized
Signature: _____

Authorized
Signature: _____

Name: _____

Name: Thomas Cox, Jr.

Title: _____

Title: President

Date: _____

Date: _____

APPROVED AS TO CONTENT:

ATTEST:

Department Representative

Corporate Secretary

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

SOFTWARE SERVICES AGREEMENT

EXHIBIT I

Effective Date _____

<u>Description of Software Provided</u>	<u>Annual License and Support Fee</u>
ONETax	<u>\$ 34,000 per year</u>

Real Property Appraisal, Workflow Management, Locations (Central Address File), Permitting and Code Enforcement, Personal Property Listing, Real Property Listing, Tax Billing and Collection, Registered Vehicles -- Situs, Appraisal, and Billing, Revenue Ledger, Privilege License Billing and Collection, Taxpayer Service Portal, Smart Templates, Stored Files, Worker Messages.

Terms of Payment: Quarterly in advance from the Effective Date.

Hosting Services: \$6,000 per year

IN WITNESS WHEREOF, the parties hereto have executed this Agreement,

CUSTOMER: <u>County of Lenoir</u>	COX & COMPANY
Authorized Signature: _____	Authorized Signature: _____
Name: _____	Name: Thomas Cox, Jr.
Title: _____	Title: President
Date: _____	Date: _____

INTRODUCED BY: Michael W. Jarman, County Manager DATE 7/20/2015 ITEM NO. 6

RESOLUTION: Approve Purchase of Aerial Imagery from Pictometry, Inc.: \$40,211.90.

SUBJECT AREA: Purchase/Bids

ACTION REQUESTED: The Board is requested to approve the expenditure for aerial imagery from Pictometry in the amount of \$40,211.90 to be used for the 2017 revaluation of real property.

HISTORY/BACKGROUND: For the 2009 revaluation, cameras were purchased for the appraisers so they could take photographs of properties that could be used when taxpayers questioned the values of their property. In looking for ways to improve the upcoming 2017 revaluation process, the Tax Department looked at several options for obtaining photographs of improved properties that would enhance the accuracy of our data. The options examined included buying tablets for the appraisers to use to take pictures and link to the property owners tax cards, contracting with a company to take photos, verify addresses and link to tax cards, and Pictometry's proposal to provide oblique aerial imagery of the entire county is \$40,211.90.

EVALUATION: Pictometry's patented oblique imagery process allows improved parcels to be viewed from all sides and measurements to be made of any buildings or improvements. This process will allow the Tax Department's appraisers to review properties at their desks and see if any additions have been added that are not currently reflected in the tax records. The other options that were considered would only provide pictures of the front of properties, and would not assist in identifying improvements that are not visible from the road. The Tax Office would only have to discover \$606,000 in new value to pay for Pictometry over the next 8 years. This does not take into account the savings in time and gas for our real property appraisers during our revaluation. Pictometry allows counties to pay for their services over a 3 (three) year period with no interest, which would be just over \$13,000/year.

**AGREEMENT BETWEEN
 PICTOMETRY INTERNATIONAL CORP. ("Pictometry") AND
 LENOIR COUNTY, NC ("Customer")**

1. This order form ("Order Form"), in combination with the contract components listed below:

Section A: Product Descriptions, Prices and Payment Terms

Section B: License Terms:

- Delivered Content Terms and Conditions of Use
- Online Services General Terms and Conditions
- Software License Agreement

Section C: Non-Standard Terms and Conditions

(all of which, collectively, constitute this "Agreement") set forth the entire understanding between Pictometry and Customer with respect to the subject matter hereof and supersedes all prior representations, agreements and arrangements, whether oral or written, relating to the subject matter hereof. Any modifications to this Agreement must be made in writing and be signed by duly authorized officers of each party. Any purchase order or similar document issued by Customer in connection with this Agreement is issued solely for Customer's internal administrative purposes and the terms and conditions set forth on any such purchase order shall be of no force or effect as between the parties.

2. In the event of any conflict among any contract components comprising this Agreement, order of precedence for resolving such conflict shall be, from highest (i.e., supersedes all others) to lowest (i.e., subordinate to all others): Non-Standard Terms and Conditions; Product Descriptions, Prices and Payment Terms; License Terms in order as listed above under the heading 'Section B: License Terms'; and Order Form.
3. All notices under this Agreement shall be in writing and shall be sent to the following respective addresses:

CUSTOMER NOTICE ADDRESS	PICTOMETRY NOTICE ADDRESS
101 North Queen Street	100 Town Centre Drive, Suite A
Kinston, North Carolina 28501	Rochester, NY 14623
Attn: Darrell Parrish, Tax Administrator	Attn: Contract Administration
Phone: (252) 527-7174 x 7233 Fax:	Phone: (585) 486-0093 Fax: (585) 486-0098

Either party may change their respective notice address by giving written notice of such change to the other party at the other party's then-current notice address. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused.

4. This Agreement, including all licenses granted pursuant to it, shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not be assignable by either party except that (i) Pictometry shall have the right to assign its right to receive Fees under this Agreement, provided no such assignment shall affect Pictometry's obligations hereunder, and (ii) Pictometry shall have the right to assign all its rights under this Agreement to any person or entity, provided the assignee has assumed all of Pictometry's obligations under this Agreement.
5. IN NO EVENT SHALL EITHER PARTY BE LIABLE, UNDER ANY CAUSE OF ACTION OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING UNDER THEORIES INVOLVING TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR BREACH OF WARRANTY), FOR ANY LOST PROFITS OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR OTHER SPECIAL DAMAGES SUFFERED BY THE OTHER PARTY OR OTHERS, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. With respect to any claims that Customer may have or assert against Pictometry on any matter relating to this Agreement, the total liability of Pictometry shall, in the aggregate, be limited to the aggregate amount received by Pictometry pursuant to this Agreement.
7. The waiver by either party of any default by the other shall not waive subsequent defaults of the same or different kind.
8. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be enforced to the maximum extent permissible and the remaining portions of this Agreement shall remain in full force and effect.
9. Pictometry shall not be responsible for any failure on its part to perform due to unforeseen circumstances or to causes beyond

Pictometry's reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, weather, floods, accidents, strikes, failure to obtain export licenses or shortages or delays of transportation, facilities, fuel, energy, supplies, labor or materials. In the event of any such delay, Pictometry may defer performance for a period of time reasonably related to the time and nature of the cause of the delay.

10. In consideration of, and subject to, payment by Customer of the Fees specified in Section A of this Agreement, Pictometry agrees to provide Customer with access to and use of the products specified in Section A of this Agreement, subject to the terms and conditions set forth in this Agreement. Customer hereby agrees to pay the Fees specified in Section A of this Agreement in accordance with the stated payment terms and accepts and agrees to abide by the terms of this Agreement.

This Agreement shall become effective upon execution by duly authorized officers of Customer and Pictometry and receipt by Pictometry of such fully executed document, such date of receipt by Pictometry being the "Effective Date."

PARTIES:

CUSTOMER	PICTOMETRY
LENOIR COUNTY, NC	PICTOMETRY INTERNATIONAL CORP.
(entity type)	a Delaware corporation
SIGNATURE:	SIGNATURE:
NAME:	NAME:
TITLE:	TITLE:
DATE:	EXECUTION DATE:
	DATE OF RECEIPT (EFFECTIVE DATE)

SECTION A

PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS

Pictometry International Corp.
 100 Town Centre Drive, Suite A
 Rochester, NY 14623

ORDER #
C170688

BILL TO
Lenoir County, NC
Darrell Parrish Tax Administrator
101 North Queen Street Kinston, North Carolina 28501
(252) 527-7174 x 7233
dparrish@co.lenoir.nc.us

SHIP TO
Lenoir County, NC
Darrell Parrish Tax Administrator
101 North Queen Street Kinston, North Carolina 28501
(252) 527-7174 x 7233
dparrish@co.lenoir.nc.us

CUSTOMER ID	SALES REP	FREQUENCY OF PROJECT
A119860	KLamo	Triennial

FIRST PROJECT					
QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT ¹
462	IMAGERY - COMMUNITY - 4-way (C5) (9in) - Per Sector	Product includes 9-inch GSD oblique frame images (4-way), 9-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.75 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.74 feet/pixel, Middle Line: 0.85 feet/pixel, Back Line: 1.00 feet/pixel.	\$75.00	\$63.75 (15%)	\$29,452.50
1	Pictometry Connect - CA - 100	Pictometry Connect - CA - 100 (Custom Access) provides up to 100 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. License Term: 3 Year(s)	\$9,000.00	\$5,999.40 (33.34%)	\$5,999.40
2	FutureView Full Conference Registration	Full conference registration to advanced training designed to maximize deployment. Includes airfare, hotel room for up to three nights, event registration, and round-trip airfare up to \$500. Customer will be provided with discount code to complete FutureView registration. (Air Travel Restrictions - 30 day advance purchase for airfare, Continental US only, per person round trip airfare at standard coach class rates through Pictometry's travel provider only.) Must be redeemed within three years of agreement execution date.	\$2,165.00		\$4,330.00
462	Mosaic - Area Wide (9in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MrSID of individual tiles of 9-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$0.50		\$231.00
1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately.	\$199.00		\$199.00
462	Tiles - Standard (9in GSD; JPG format) Per Sector	Available with corresponding 9" GSD imagery purchase. 9-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$10.00	\$0.00 (100%)	\$0.00
1	EAP PROGRAM	Refer to detailed description of EAP Program in attached Agreement.	\$0.00		\$0.00
1	Oblique Imagery Bundle with Three (3) Years of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, fifteen (15) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of three years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.	\$0.00		\$0.00
1	Electronic Field Study (EFS)	One copy of Electronic Field Study software, latest version.	\$0.00		\$0.00

SUBTOTAL – FIRST PROJECT \$40,211.90

SECOND PROJECT

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT ¹
462	IMAGERY - COMMUNITY - 4-way (C5) (9in) - Per Sector	Product includes 9-inch GSD oblique frame images (4-way), 9-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.75 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.74 feet/pixel, Middle Line: 0.85 feet/pixel, Back Line: 1.00 feet/pixel.	\$75.00	\$71.25 (5%)	\$32,917.50
1	Pictometry Connect - CA - 100	Pictometry Connect - CA - 100 (Custom Access) provides up to 100 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. License Term: 3 Year(s)	\$9,000.00		\$9,000.00
462	Tiles - Standard (9in GSD; JPG format) Per Sector	Available with corresponding 9" GSD imagery purchase. 9-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$10.00		\$4,620.00
462	Mosaic - Area Wide (9in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MrSID of individual tiles of 9-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$0.50		\$231.00
1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately.	\$199.00		\$199.00
1	EAP PROGRAM	Refer to detailed description of EAP Program in attached Agreement.	\$0.00		\$0.00
1	Oblique Imagery Bundle with Three (3) Years of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, fifteen (15) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of three years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.	\$0.00		\$0.00
1	Electronic Field Study (EFS)	One copy of Electronic Field Study software, latest version.	\$0.00		\$0.00
SUBTOTAL – SECOND PROJECT					\$46,967.50

Thank you for choosing Pictometry as your service provider.	TOTAL	\$87,179.40
---	--------------	-------------

¹Amount per product = ((1-Discount %) * Qty * List Price)

FEES; PAYMENT TERMS

All amounts due to Pictometry pursuant to this Agreement ("Fees") are expressed in United States dollars and do not include any duties, taxes (including, without limitation, any sales, use, ad valorem or withholding, value added or other taxes) or handling fees, all of which are in addition to the amounts shown above and, to the extent applicable to purchases by Customer, shall be paid by Customer to Pictometry without reducing any amount owed to Pictometry unless documents satisfactory to Pictometry evidencing exemption from such taxes is provided to Pictometry prior to billing. To the extent any amounts properly invoiced pursuant to this Agreement are not paid within thirty (30) days following the invoice due date, such unpaid amounts shall accrue, and Customer shall pay, interest at the rate of 1.5% per month (or at the maximum rate allowed by law, if less). In addition, Customer shall pay Pictometry all costs Pictometry incurs in collecting past due amounts amount due under this Agreement including, but not limited to, attorneys' fees and court costs.

FIRST PROJECT

Due at Signing	\$3,644.37
Due at Initial Shipment of Imagery	\$10,933.13
Due at First Anniversary of Shipment of Imagery	\$12,817.20
Due at Second Anniversary of Shipment of Imagery	\$12,817.20
Total Payments	\$40,211.90

SECOND PROJECT

Due at Initial Shipment of Imagery	\$15,942.50
Due at First Anniversary of Shipment of Imagery	\$15,512.50
Due at Second Anniversary of Shipment of Imagery	\$15,512.50
Total Payments	\$46,967.50

PRODUCT PARAMETERS

IMAGERY – FIRST PROJECT

Product: IMAGERY - COMMUNITY - 4-way (C5) (9in) - Per Sector
Elevation Source: USGS
Leaf: Less than 30% leaf cover (Off)
Special Instructions:

IMAGERY – SECOND PROJECT

Product: IMAGERY - COMMUNITY - 4-way (C5) (9in) - Per Sector
Elevation Source: USGS
Leaf: Less than 30% leaf cover (Off)
Special Instructions:

Standard Ortho Mosaic Products: Pictometry standard ortho mosaic products are produced through automated mosaicking processes that incorporate digital elevation data with individual Pictometry ortho frames to create large-area mosaics on an extremely cost-effective basis. Because these products are produced through automated processes, rather than more expensive manual review and hand-touched corrective processes, there may be inherent artifacts in some of the resulting mosaics. While Pictometry works to minimize such artifacts, the Pictometry standard ortho mosaic products are provided on an 'AS IS' basis with respect to visible cutlines along mosaic seams resulting from the following types of artifacts:

- i. Disconnects in non-elevated surfaces generally caused by inaccurate elevation data;
- ii. Disconnects in elevated surfaces (e.g., roadways, bridges, etc.) generally caused by elevated surfaces not being represented in the elevation data;
- iii. Building intersect and clipping generally caused by buildings not being represented in the elevation data;
- iv. Seasonal variations caused by images taken at different times during a season, or during different seasons;
- v. Ground illumination variations caused by images taken under different illumination (e.g., sunny, high overcast, morning light, afternoon light, etc.) within one flight day or during different flight days;
- vi. Single GSD color variations caused by illumination differences or multiple-aircraft/camera captures;
- vii. Mixed GSD color variations caused by adjacent areas being flown at different ground sample distances (GSDs); and
- viii. Water body color variations caused by multiple individual frames being used to create a mosaic across a body of water (e.g., lakes, ponds, rivers, etc.).

Other Pictometry products may be available that are less prone to such artifacts than the Pictometry standard ortho mosaic products.

CONNECT – FIRST PROJECT

Product: Pictometry Connect - CA - 100
Admin User: Darrell Parrish
Admin User Email: dparrish@co.lenoir.nc.us
Requested Activation: Upon delivery of imagery
Special Instructions:

CONNECT – SECOND PROJECT

Product: Pictometry Connect - CA - 100
Admin User: Darrell Parrish
Admin User Email: dparrish@co.lenoir.nc.us
Requested Activation:
Special Instructions:

CONNECT: GEOFENCES – FIRST PROJECT

Geofence: NC Lenoir

CONNECT: GEOFENCES – SECOND PROJECT

Geofence: NC Lenoir

Economic Alliance Partnership (EAP)

Customer is eligible for the EAP program described below for a period of two years from the Effective Date. Following payment to Pictometry of amounts due with respect to each subsequent capture, Customer will be eligible for the then-current EAP program for a period of two years from delivery of such subsequent capture.

- A. **Disaster Coverage Imagery at No Additional Charge** – Pictometry will, upon request of Customer and at no additional charge, provide updated imagery of up to 200 square miles of affected areas (as determined by Pictometry) upon the occurrence of any of the following events during any period Customer is eligible for the EAP program:

- **Hurricane:** areas affected by hurricanes of Category II and higher. (Coverage for hurricanes below Category II and for areas exceeding 200 square miles will be, subject to Pictometry resource availability, available to Customer at the then-current EAP rates.)
 - **Tornado:** areas affected by tornados rated EF4 and higher. (Coverage for tornados below EF4 and for areas exceeding 200 square miles will be, subject to Pictometry resource availability, available to Customer at the then-current EAP rates.)
 - **Terrorist:** areas affected by damage from terrorist attack. (Coverage for areas exceeding 200 square miles will be, subject to Pictometry resource availability, available to Customer at the then-current EAP rates.)
 - **Earthquake:** areas affected by damage to critical infrastructure resulting from earthquakes measured at 6.0 or higher on the Richter scale. (Coverage for earthquakes rated below 6.0 on the Richter scale and for areas exceeding 200 square miles will be, subject to Pictometry resource availability, available to Customer at the then-current EAP rates.)
 - **Tsunami:** areas affected by damage to critical infrastructure resulting from tsunamis. (Coverage for areas exceeding 200 square miles will be, subject to Pictometry resource availability, available to Customer at the then-current EAP rates.)
- B. Software – Use of Pictometry Change Analysis™** – Pictometry’s EAP program includes the use of Change Analysis software for a term of ninety days from the date of delivery of the EAP imagery. The Change Analysis software simultaneously compares pre and post disaster images to aid recovery and restoration efforts.

**PICTOMETRY DELIVERED CONTENT
TERMS AND CONDITIONS OF USE**

These Pictometry Delivered Content Terms and Conditions of Use (the “Delivered Content Terms and Conditions”), in combination with the corresponding Agreement into which these terms are incorporated, collectively set forth the terms and conditions that govern use of Delivered Content (as hereinafter defined) for use within computing environments operated by parties other than Pictometry. As used in the Delivered Content Terms and Conditions the terms “you” and “your” in uppercase or lowercase shall mean the Customer that entered into the Agreement into which the Delivered Content Terms and Conditions are incorporated.

1. DEFINITIONS

- 1.1 “Authorized Subdivision” means, if you are a county or a non-state consortium of counties, any political unit or subdivision located totally or substantially within your boundaries that you authorize to have access to Delivered Content pursuant to the Delivered Content Terms and Conditions.
- 1.2 “Authorized System” means a workstation or server that meets each of the following criteria (i) it is owned or leased by you or an Authorized Subdivision, (ii) it is located within and only accessible from facilities that are owned or leased by you or an Authorized Subdivision, and (iii) it is under the control of and may only be used by you or Authorized Subdivisions.
- 1.3 “Authorized User” means any employee of you or Authorized Subdivisions that is authorized by you to have access to the Delivered Content through an Authorized System.
- 1.4 “Delivered Content” means the images, metadata, data layers, models, reports and other geographic or structural visualizations or embodiments included in, provided with, or derived from the information delivered to you by or on behalf of Pictometry pursuant to the Agreement.
- 1.5 “Project Participant” means any employee or contractor of persons or entities performing services for compensation for you or an Authorized Subdivision that has been identified by written notice to Pictometry prior to being granted access to Delivered Content and, unless Pictometry expressly waives such requirement for any individual, has entered into a written agreement with Pictometry authorizing such access.

2. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

- 2.1 Subject to the terms and conditions of the Agreement, you are granted nonexclusive, nontransferable, limited rights to:
 - (a) install the Delivered Content on Authorized Systems;
 - (b) permit access and use of the Delivered Content through Authorized Systems by:
 - (i) Authorized Users for performance of public responsibilities of you or Authorized Subdivisions that are to be performed entirely within facilities of you or Authorized Subdivisions;
 - (ii) Project Participants under the supervision of Authorized Users for performance of tasks or preparation of materials using only hard copies (or jpg copies) of Delivered Content solely for fulfilling public responsibilities of you or Authorized Subdivisions to be performed entirely within facilities of you or Authorized Subdivisions; and
 - (iii) individual members of the public, but only through Authorized Users and solely for the purpose of making hard copies or jpg copies of images of individual properties or structures (but not bulk orders of multiple properties or structures) to the individual members of the public requesting them.
- 2.2 You may not reproduce, distribute or make derivative works based upon the Delivered Content in any medium, except as expressly permitted in the Delivered Content Terms and Conditions.
- 2.3 You may not offer any part of the Delivered Content for commercial resale or commercial redistribution in any medium.
- 2.4 You may not distribute or otherwise make available any Delivered Content to Google or its affiliates, either directly or indirectly.
- 2.5 You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos, without the express written consent of Pictometry.
- 2.6 You may not remove, alter or obscure copyright notices or other notices contained in the Delivered Content.
- 2.7 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in Delivered Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the Delivered Content acquire any proprietary interest in the Delivered Content, or any copies thereof, except the limited use rights granted herein.

3. OBLIGATIONS OF CUSTOMER

- 3.1 **Geographic Data.** If available, you agree to provide to Pictometry geographic data in industry standard format (e.g., shape, DBF) including, but not limited to, digital elevation models, street centerline maps, tax parcel maps and centroids, which data, to the extent practicable, shall be incorporated into the Delivered Content. You agree that any of this data that is owned by you may be distributed and modified by Pictometry as part of its products and services, provided that at no time shall Pictometry claim ownership of that data.
- 3.2 **Notification.** You shall (a) notify Pictometry in writing of any claims or proceedings involving any of the Delivered Content within ten (10) days after you learn of the claim or proceeding, and (b) report promptly to Pictometry all claimed or suspected defects in Delivered Content.
- 3.3 **Authorized User Compliance.** You shall at all times be responsible for compliance by each Authorized User with the Delivered Content Terms and Conditions.
- 3.4 **Authorized Subdivision Compliance.** You shall at all times be responsible for compliance by each Authorized Subdivision with the Delivered Content Terms and Conditions.
- 3.5 **Project Participants.** Each notice to Pictometry identifying a potential Project Participant shall include a detailed description of the scope and nature of the Project Participants’ planned work and the intended use of the Delivered Content in such work. Pictometry retains the right to restrict or revoke access to Delivered Content by any Project Participant who does not comply with the terms of the Delivered Content Terms and Conditions.

4. LICENSE DURATION; EFFECT OF TERMINATION

- 4.1 **Term.** The license granted to you in the Delivered Content Terms and Conditions is perpetual, subject to Pictometry’s right to terminate the license in the event you do not pay in full the Fees specified elsewhere in the Agreement, the Agreement is terminated for any reason other than a breach of the Agreement by Pictometry, or as otherwise provided in the Agreement.
- 4.2 **Effect of Termination.** Upon termination of the license granted to you in the Delivered Content Terms and Conditions, you shall immediately cease all use of the Delivered Content, promptly purge all copies of the Delivered Content from all workstations and servers on which any of it may be stored or available at the time, and return hard drive/media containing Delivered Content to Pictometry.

5. TRADEMARKS; CONFIDENTIALITY

- 5.1 **Use of Pictometry’s Marks.** You agree not to attach any additional trademarks, trade names, logos or designations to any Delivered Content or to any

copies of any Delivered Content without prior written approval from Pictometry. You may, however, include an appropriate government seal and your contact information so long as the seal and contact information in no way obscure or deface the Pictometry marks. You further agree that you will not use any Pictometry trademark, trade name, logo, or designation in connection with any product or service other than the Delivered Content. Your nonexclusive right to use Pictometry's trademarks, trade name, logos, and designations are coterminous with the license granted to you in the Delivered Content Terms.

5.2 **Confidentiality of Delivered Content.** The Delivered Content consists of commercially valuable, proprietary products owned by Pictometry, the design and development of which reflect an investment of considerable time, effort, and money. The Delivered Content is treated by Pictometry as confidential and contains substantial trade secrets of Pictometry. You agree that you will not disclose, provide a copy of, or disseminate the Delivered Content (other than as expressly permitted in the Delivered Content Terms and Conditions) or any part thereof to any person in any manner or for any purpose inconsistent with the license granted to you in the Delivered Content Terms and Conditions. You agree to use your best efforts to assure that your personnel, and any others afforded access to the Delivered Content, protect the Delivered Content against unauthorized use, disclosure, copying, and dissemination, and that access to the Delivered Content and each part thereof will be strictly limited.

6. LIMITED WARRANTY; DISCLAIMER OF WARRANTIES

- 6.1 **Limited Warranties; Exclusive Remedy.** Pictometry warrants that the Delivered Content will contain true and usable copies of the designated imagery as of the date of capture. As the sole and exclusive remedy for any breach of the foregoing warranty, Pictometry shall use reasonable efforts to correct any deficiency that precludes use of the Delivered Content in the manner intended.
- 6.2 **Disclaimer of Other Warranties.** Except as provided in Section 6.1, above, THE DELIVERED CONTENT IS PROVIDED TO YOU "AS IS" AND "WITH ALL FAULTS." PICTOMETRY MAKES NO OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY. ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ACCURACY, ARE HEREBY DISCLAIMED AND EXCLUDED BY PICTOMETRY.
- 6.3 **Limitation of Liability.** With respect to any other claims that you may have or assert against Pictometry on any matter relating to the Delivered Content, the total liability of Pictometry shall, in the aggregate, be limited to the aggregate amount received by Pictometry in payment for Delivered Content during the immediately preceding twenty-four (24) month period.

7. MISCELLANEOUS PROVISIONS

- 7.1 **Restricted Rights.** Delivered Content acquired with United States Government funds or intended for use within or for any United States federal agency is provided with "Restricted Rights" as defined in DFARS 252.227-7013, Rights in Technical Data and Computer Software and FAR 52.227-14, Rights in Data-General, including Alternate III, as applicable.
- 7.2 **Governing Law.** This License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles.

[END OF DELIVERED CONTENT TERMS AND CONDITIONS]

**PICTOMETRY ONLINE SERVICES
GENERAL TERMS AND CONDITIONS**

These Pictometry Online Services General Terms and Conditions (the "General Terms and Conditions"), in combination with the corresponding Pictometry order form, if any, collectively constitute the license agreement (the "License Agreement") that governs your use of the Pictometry online services (the "Online Services"), the images available in the Online Services, and all associated metadata and data layers included in, provided with, or derived from those images (the "Licensed Content") provided by Pictometry International Corp. and its affiliated companies (collectively, "Pictometry"). The terms "you" and "your" in uppercase or lowercase shall mean the individual, entity (e.g., corporation, limited liability company, partnership, sole proprietor, etc.) or government agency entering into the License Agreement.

1. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

- 1.1 You are granted a nonexclusive, nontransferable, limited right to access and use the Online Services and the Licensed Content obtained or derived from the Online Services solely for your internal business purposes and not for resale or redistribution. The rights granted to you include, subject to the restrictions set forth below and on the Order Form, the right to copy limited portions of the Licensed Content onto your computer to facilitate preparation of hardcopies and work product records, and the right to make hardcopies of the Licensed Content, provided that the Licensed Content and the permitted copies thereof may not be sold, leased, loaned, distributed, or copied for use by anyone other than you.
- 1.2 You may not make the Online Services available to any other party.
- 1.3 You may not copy the Licensed Content or portions thereof onto any computer or storage device or media for the purpose of creating or maintaining one or more databases of that content for use in substitution for subsequent access to the content through the Online Services.
- 1.4 You may not distribute or otherwise make available any Licensed Content to Google or its affiliates, either directly or indirectly.
- 1.5 You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos, without the express written consent of Pictometry.
- 1.6 You may not remove, alter or obscure copyright notices or other notices contained in the Licensed Content.
- 1.7 You may not offer any part of the Online Services or the Licensed Content for commercial resale or commercial redistribution in any medium.
- 1.8 You may not use the Online Services or the Licensed Content to compete with any businesses of Pictometry.
- 1.9 You may not use information included in the Online Services or the Licensed Content to determine an individual consumer's eligibility for (a) credit or insurance for personal, family, or household purposes; (b) employment; or (c) a government license or benefit. The term "consumer" is defined in the United States Fair Credit Reporting Act at 15 USC §1681.
- 1.10 You may not access the Online Services via mechanical, programmatic, robotic, scripted or any other automated means. Unless otherwise agreed by Pictometry in writing, use of the Online Services is permitted only via manually conducted, discrete, human-initiated individual search and retrieval activities.
- 1.11 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the Online Services and the Licensed Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the Online Services or the Licensed Content acquire any proprietary interest in the Online Services, the Licensed Content, or any copies thereof, except the limited use rights granted herein.

2. ACCESS TO SERVICES

- 2.1 Only you, your employees, and temporary or contract employees dedicated to performing work exclusively for you (each, an "Eligible User" and collectively, the "Eligible Users") are eligible to access and use the Online Services and the Licensed Content pursuant to the License Agreement. Each Eligible User to be provided access to the Online Service shall be assigned a unique login/password ("Pictometry Credential") for purposes of accessing the Online Services. You agree that each Pictometry Credential shall only be used by the Eligible User to whom it was originally assigned and that Pictometry Credentials may not be shared with, or used by, any other person, including other Eligible Users. You will promptly deactivate an Eligible User's Pictometry Credential in the event the Eligible User no longer meets the eligibility requirements or you otherwise wish to terminate the Eligible User's access to the Online Services. You are responsible for all use of the Online Services accessed with Pictometry Credentials issued to your Eligible Users, including associated charges, whether by Eligible Users or others. You will use reasonable commercial efforts to prevent unauthorized use of Pictometry Credentials assigned to your Eligible Users and will promptly deactivate any Pictometry Credentials you suspect are lost, stolen, compromised, or misused.
- 2.2 The Online Services, the Licensed Content, and features and functionality within the Online Services may be enhanced, added to, withdrawn, or otherwise changed by Pictometry without notice.
- 2.3 You are aware and understand that any user data collected or stored by the Online Services may be accessed by US law enforcement agencies under the US PATRIOT Act. You hereby release, and agree to hold Pictometry harmless from, all claims against Pictometry with respect to such access.

3. DISCLAIMERS

- 3.1 The Online Services and the Licensed Content are provided for visualization purposes only, are not authoritative or definitive, and do not constitute professional engineering or surveying services.
- 3.2 The Online Services and the Licensed Content are not to be relied upon to precisely locate or determine property boundaries and should not be used in lieu of a professional survey where the accuracy of measurements, distance, height, angle, area and volume, may have significant consequences.
- 3.3 All measurements and reports generated by the Online Services or from the Licensed Content are based upon second order visualization and measurement data that do not provide authoritative or definitive measurement results suitable for professional engineering or surveying purposes.
- 3.4 Contour information obtained from the Online Services or contained in the Licensed Content is generated from undersampled elevation data, is provided for informational purposes only, and is not suitable for use as the basis for hydrographic computations, estimations or analyses.
- 3.5 While the Online Services and the Licensed Content may be considered useful supplements for life critical applications, they are not designed or maintained to support such applications and Pictometry and its third party suppliers of the Online Services and the Licensed Content hereby disclaim all liability for damages claims and expenses arising from such use.
- 3.6 Your reliance on the Online Services and the Licensed Content should only be undertaken after an independent review of their accuracy, completeness, efficacy, timeliness and adequacy for your intended purpose.
- 3.7 Pictometry and each third party supplier of any portion of the Online Services or the Licensed Content assume no responsibility for any consequences resulting from the use of the Online Services or the Licensed Content.
- 3.8 Pictometry and each third party supplier of any portion of the Online Services or the Licensed Content hereby disclaim all liability for damages, claims and expenses arising from or in any way related to the accuracy or availability of the Online Services and the Licensed Content.
- 3.9 By accepting these General Terms and Conditions or by using the Online Services or the Licensed Content, you waive any and all rights you may have against Pictometry, each third party supplier of any portion of the Online Services or the Licensed Content, and each of their directors, officers, members and employees, arising out of use of or reliance upon the Online Services or the Licensed Content.

4. LIMITED WARRANTY

- 4.1 Pictometry represents and warrants that it has the right and authority to make the Online Services and the Licensed Content available to you and your Eligible Users as authorized expressly by this License Agreement.
- 4.2 EXCEPT AS OTHERWISE PROVIDED IN SECTION 4.1, THE ONLINE SERVICES AND LICENSED CONTENT ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND PICTOMETRY AND EACH THIRD PARTY SUPPLIER OF LICENSED CONTENT EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. LIMITATION OF LIABILITY

- 5.1 No Covered Party (as defined below) shall be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from the Online Services or the Licensed Content, (b) the unavailability or interruption of the Online Services or any features thereof or the Licensed Content, (c) your or an Eligible User's use of the Online Services or the Licensed Content, (d) the loss or corruption of any data or equipment in connection with the Online Services or the Licensed Content, (e) the content, accuracy, or completeness of the Licensed Content, all regardless of whether you received assistance in the use of the Online Service from a Covered Party, (f) any delay or failure in performance beyond the reasonable control of a Covered Party, or (g) any content retrieved from the Internet even if retrieved or linked to from within the Online Services.
- 5.2 "Covered Party" means (a) Pictometry and any officer, director, employee, subcontractor, agent, successor, or assign of Pictometry; and (b) each third party supplier of any Licensed Content, third party alliance entity, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of any Licensed Content or third party alliance entity and their affiliates.
- 5.3 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF THE COVERED PARTIES IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RELATING TO THE ONLINE SERVICES OR THE LICENSED CONTENT OR THIS LICENSE AGREEMENT EXCEED THE LESSER OF YOUR ACTUAL DIRECT DAMAGES OR THE AMOUNT YOU PAID FOR THE ONLINE SERVICES IN THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. YOUR RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH YOU MAY HAVE AGAINST ANY COVERED PARTY.
- 5.4 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, NEITHER YOU NOR THE COVERED PARTIES WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE ONLINE SERVICES, THE LICENSED CONTENT, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO A PARTY'S INDEMNITY OBLIGATIONS OR YOUR (AND YOUR ELIGIBLE USERS') INFRINGEMENT OF INTELLECTUAL PROPERTY OR MISAPPROPRIATION OF PROPRIETARY DATA BELONGING TO PICTOMETRY OR ITS THIRD PARTY SUPPLIERS.
- 5.5 Notwithstanding anything to the contrary in this Section 5:
 - (a) If there is a breach of the warranty in Section 4.1 above, then Pictometry, at its option and expense, shall either defend or settle any action and hold you harmless against proceedings or damages of any kind or description based on a third party's claim of patent, trademark, service mark, copyright or trade secret infringement related to use of the Online Services or the Licensed Content, asserted against you by such third party provided: (i) all use of the Online Services and the Licensed Content was in accordance with this License Agreement; (ii) the claim, cause of action or infringement was not caused by you modifying or combining the Online Services or the Licensed Content with or into other products, applications, images or data not approved by Pictometry; (iii) you give Pictometry prompt notice of such claim; and (iv) you give Pictometry the right to control and direct the investigation, defense and settlement of such claim. You, at Pictometry's expense, shall reasonably cooperate with Pictometry in connection with the foregoing.
 - (b) In addition to Section 5.5(a), if the Online Services, the operation thereof or the Licensed Content become, or in the opinion of Pictometry are likely to become, the subject of a claim of infringement, Pictometry may, at its option and expense, either: (i) procure for you the right to continue using the Online Services or the Licensed Content, (ii) replace or modify the Online Services or the Licensed Content so that they become non-infringing; or (iii) terminate the License Agreement on notice to you and grant you a pro-rata refund or credit (whichever is applicable) for any pre-paid fees or fixed charges.
 - (c) The provisions of Sections 5.5(a) and (b) shall constitute your sole and exclusive remedy for the respective matters specified therein.

6. MISCELLANEOUS

- 6.1 The terms and conditions of this License Agreement may be changed from time to time immediately upon notice to you. If any changes are made to this License Agreement, such changes will: (a) only be applied prospectively; and (b) not be specifically directed against you or your Eligible Users but will apply to all similarly situated Pictometry customers using the Online Services. You may terminate this License Agreement upon written notice to Pictometry if any change to the terms and conditions of this License Agreement is unacceptable to you. For termination to be effective under this Section 6.1, written notice of termination must be provided to Pictometry within 90 days of the effective date of the change. Continued use of the Online Services following the effective date of any change constitutes acceptance of the change, but does not affect the foregoing termination right. Except as provided above, this License Agreement may not be supplemented, modified or otherwise revised unless signed by duly authorized representatives of both parties. Furthermore, this License Agreement may not be supplemented, modified or otherwise revised by email exchange, even if the email contains a printed name or signature line bearing signature-like font. The foregoing does not prohibit the execution of electronic contracts bearing electronic signatures of authorized representatives of both parties, provided such signatures include digital certifications or are otherwise authenticated.
- 6.2 In the event of a breach of this License Agreement by you, any Eligible User or someone using the Pictometry Credential of an Eligible User, Pictometry may temporarily suspend or discontinue providing access to the Online Services to any or all Eligible Users without notice and Pictometry may pursue any other legal remedies available to it.
- 6.3 All notices and other communications hereunder shall be in writing or displayed electronically in the Online Services by Pictometry. Notices shall be deemed to have been properly given on the date deposited in the mail, if mailed; on the date first made available, if displayed in the Online Services; or on the date received, if delivered in any other manner. Legal notices to Pictometry should be sent to Pictometry, Attn: General Counsel, 100 Town Centre Drive, Suite A, Rochester, New York 14623.
- 6.4 The failure of you, Pictometry, or any third party supplier of the Online Services or any Licensed Content to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.
- 6.5 Neither you nor any Eligible User may assign or otherwise transfer your rights or delegate your duties under this License Agreement without the prior written consent of Pictometry. Any attempt by you or any Eligible User to assign, transfer or delegate your rights or obligations under this License Agreement without Pictometry's consent shall be void, and shall also void the limited license granted to you by this License Agreement. This License Agreement and any amendment thereto shall be binding on, and will inure to the benefit of the parties and their respective successors and permitted assigns.
- 6.6 This License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles. Unless you are a government entity, in the event that any legal proceedings are commenced with respect to any matter arising under this

License Agreement, the parties specifically consent and agree that the courts of the State of New York or, in the alternative, the Federal Courts located in the State of New York shall have exclusive jurisdiction over each of the parties and over the subject matter of any such proceedings, and that the venue of any such action shall be in Monroe County, New York or the U.S. District Court for the Western District of New York, as applicable.

- 6.7 This License Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of this License Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent and (b) such invalidity or unenforceability will not affect any other provision of this License Agreement.
- 6.8 Where applicable, each affiliated company of Pictometry and each third party supplier of the Online Services or any Licensed Content has the right to assert and enforce the provisions of this License Agreement directly on its own behalf as a third party beneficiary.
- 6.9 In the event of a breach of your obligations under this License Agreement or your payment obligations with respect to access to the Online Services or the Licensed Content, you agree to pay all of Pictometry's costs of enforcement and collection, including court costs and reasonable attorneys' fees.
- 6.10 This License Agreement constitutes the entire agreement of the parties with respect to its subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals or quotations relating to that subject matter.

[END OF ONLINE SERVICES GENERAL TERMS AND CONDITIONS]

**PICTOMETRY SOFTWARE
LICENSE AGREEMENT**

PLEASE READ THIS SOFTWARE LICENSE AGREEMENT ("LICENSE") CAREFULLY BEFORE DOWNLOADING, INSTALLING OR USING THE SOFTWARE. BY USING THE SOFTWARE, YOU AGREE TO THE TERMS OF THIS LICENSE. IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENSE, DO NOT DOWNLOAD, INSTALL OR USE THE SOFTWARE.

1. **GENERAL.** The software ("Pictometry Software") and any written materials that accompany the software ("Documentation") in any media or form are licensed, not sold, to you by Pictometry International Corp. ("Pictometry") for use only under the terms of this License. Pictometry reserves all rights not expressly granted to you in this License.
2. **LICENSE.** Subject to the terms and conditions of this License, you are granted a limited, non-transferable, terminable, non-sublicenseable, non-exclusive license to install and use the Pictometry Software and the Documentation (collectively, the "Proprietary Materials") solely for internal use. Use of the functionality provided by the Pictometry Software other than for your internal use is prohibited, except with the prior written approval of Pictometry. You may make one copy of the Pictometry Software in machine-readable form for backup purposes only; provided that the backup copy must include all copyright and other proprietary notices contained in the original. You will not and will not enable others to decompile, reverse engineer, disassemble, attempt to derive the source code of, decrypt, modify, create derivative works of, or tamper with or disable any security or monitoring features within the Pictometry Software. Any attempt to do so is a violation of the rights of Pictometry and its licensors.
3. **TITLE.** The Proprietary Materials are confidential information of, trade secrets of, and are proprietary to Pictometry. Title to the Proprietary Materials is and will remain in Pictometry and its licensors. All applicable rights to patents, copyrights, trademarks, trade secrets, and other intellectual property rights in the Proprietary Materials are and will remain in Pictometry and its licensors. You will not assert any right, title or interest in the Proprietary Materials provided to you under this License, except for the express license granted to you hereunder. You will not remove any copyright or other proprietary notice or legend contained on or included in any Proprietary Materials and you will reproduce all such information on all copies made hereunder. You will keep the Proprietary Materials free of all claims, liens and encumbrances.
4. **DISCLAIMERS OF WARRANTY.** USE OF THE PICTOMETRY SOFTWARE IS AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PICTOMETRY SOFTWARE IS PROVIDED "AS IS", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND PICTOMETRY HEREBY DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE PICTOMETRY SOFTWARE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. PICTOMETRY DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN OR PROVIDED BY THE PICTOMETRY SOFTWARE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE PICTOMETRY SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE PROPRIETARY MATERIALS WILL BE CORRECTED.
5. **LIMITATION OF LIABILITY.** IN NO EVENT WILL PICTOMETRY BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE PICTOMETRY SOFTWARE, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE), EVEN IF PICTOMETRY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL PICTOMETRY'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) CAUSED BY, ARISING OUT OF OR IN ANY WAY RELATED TO THE PICTOMETRY SOFTWARE EXCEED THE AMOUNT OF FIFTY DOLLARS (\$50.00). THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
6. **TERMINATION.** This License will terminate automatically without notice from Pictometry if you fail to comply with any term of this License. Upon the termination of this License, you will cease all use of the Pictometry Software and destroy all copies, full or partial, of the Proprietary Materials.
7. **MISCELLANEOUS PROVISIONS.**
 - A. **Restricted Rights.** Pictometry Software acquired with United States Government funds or intended for use within or for any United States federal agency is provided with "Restricted Rights" as defined in DFARS 252.227-7013, Rights in Technical Data and Computer Software and FAR 52.227-14, Rights in Data-General, including Alternate III, as applicable. Pictometry must be notified in advance of any license grants to United States federal governmental entities. The Pictometry Software is developed for general use in a variety of applications and is not developed or intended for use in any inherently dangerous applications or applications that could lead to property damage, personal injury or death. If you use the Pictometry Software in such applications, then you will be responsible for taking all appropriate fail-safe, backup, redundancy, and other measures to ensure the safe use of the Pictometry Software in such applications, including but not limited to, in any nuclear, aviation, mass transit, public safety or medical applications.
 - B. **Foreign Trade Restrictions.** The parties acknowledge that certain information, software technology, accompanying documentation and technical information may be subject to United States export control laws. You will not directly or indirectly export or re-export the Pictometry Software in violation of the Export Administration Regulations of the U.S. Department of Commerce.
 - C. **Governing Law.** This License will be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflict of laws principles.
 - D. **Assignment.** You may not assign this License without Pictometry's prior written consent. Any assignment in violation of this License will be null, void and of no force and effect. For all purposes under this License, any merger, consolidation, spin-off, acquisition or change-in-control will be deemed an assignment.
 - E. **Partial Invalidity; Survival.** If any provision of this License is held invalid or unenforceable by competent authority, that provision will be construed so as to be limited or reduced to be enforceable to the maximum extent compatible with the law as it will then appear. The total invalidity or

unenforceability of any particular provision of this License will not affect its other provisions and this License will be construed in all respects as if the invalid or unenforceable provision were omitted. The provisions of this License that by their nature would survive its termination will survive indefinitely.

- F. **Force Majeure.** Neither party will be liable for any costs or damages due to nonperformance under this License arising out of any cause not within the reasonable control of such party and without its fault or negligence. Neither party will be liable for any delay or failure in the performance of its obligations under this License that directly results from any failure of the other party to perform its obligations as set forth in this License.

- G. **Waiver.** No waiver of a breach of any term of this License will be effective unless in writing and duly executed by the waiving party. No such waiver will constitute a waiver of any subsequent breach of the same or any other term of this License. No failure on the part of a party to exercise, and no delay in exercising any of its rights hereunder will operate as a waiver thereof, nor will any single or partial exercise by a party of any right preclude any other or future exercise thereof or the exercise of any other right. No course of dealing between the parties will be deemed effective to modify, amend or discharge any part of this License or the rights or obligations of any party hereunder.

- H. **Entire Agreement; Construction.** This License contains the entire understanding of the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous understandings regarding that subject matter. No amendment to or modification of this License will be binding unless in writing and signed by Pictometry. There are no representations, warranties, or obligations of any party not expressly contained herein. The headings in this License are for convenience only. They do not constitute a portion of this License and will not be used in any construction of it.

[END OF SOFTWARE LICENSE AGREEMENT]

SECTION C

NON-STANDARD TERMS AND CONDITIONS

1. Online Services Eligible Users: Notwithstanding anything in the Online Services General Terms and Conditions incorporated in this Agreement to the contrary, the terms 'Eligible User' and 'Eligible Users' as defined in those Online Services General Terms and Conditions shall, for the purposes of this Agreement, also include each 'Authorized User' as that term is defined in the Delivered Content Terms and Conditions of Use incorporated in this Agreement.

2. Non-appropriation of Funds: Notwithstanding anything herein to the contrary, in the event that the funds due for the Second Project under the terms and conditions of this Agreement are not lawfully appropriated, the following provisions shall apply:

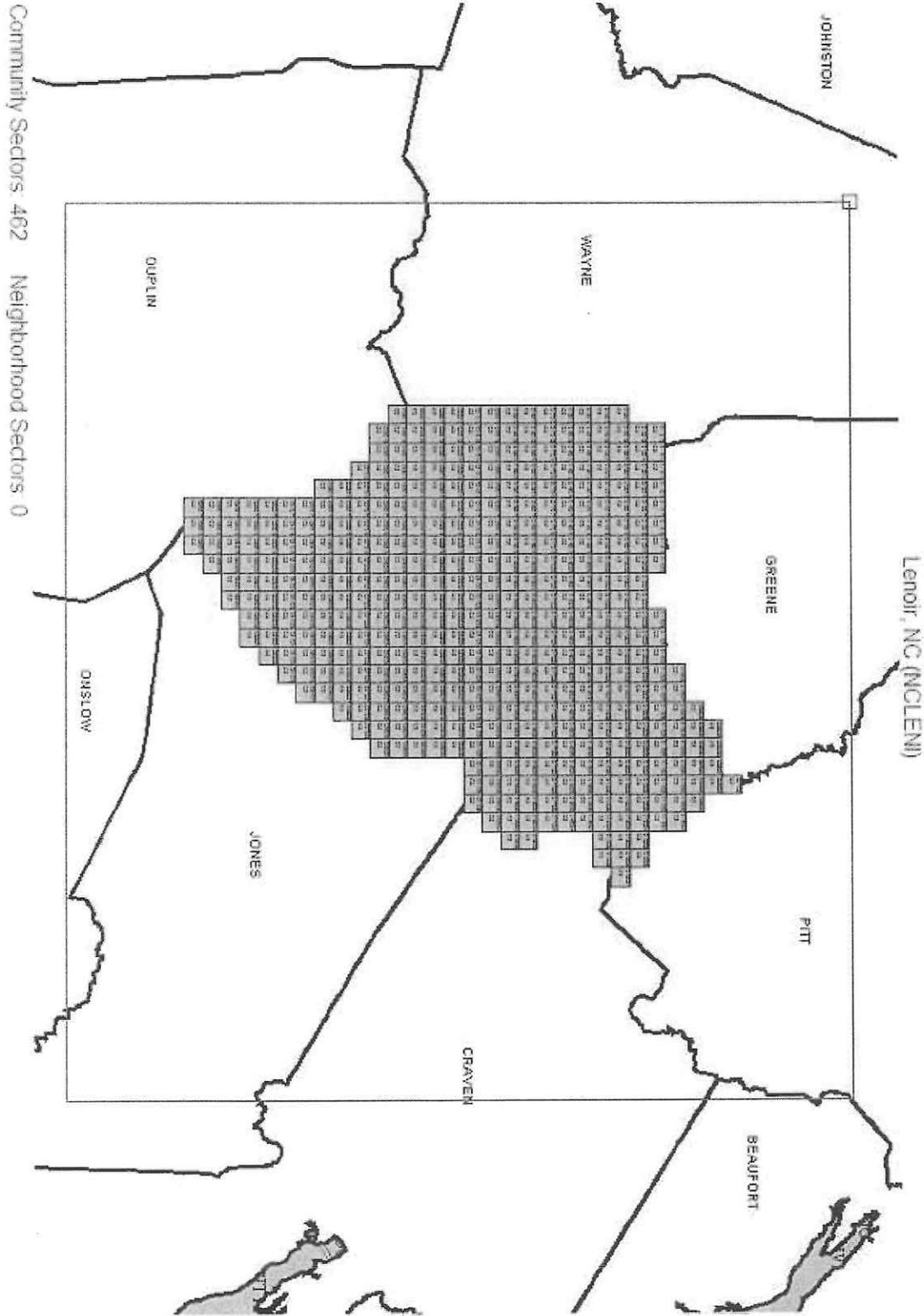
a. Customer will provide Pictometry with written documentation of non-appropriation of funds from its funding source prior to commencement of the Second project;

b. This Agreement will remain in full force and effect, however commencement of the Second Project will be deemed postponed until such time as funds for the Second Project have been appropriated and all other sums due under the terms and conditions of this Agreement have been paid by Customer. In the event that the postponement exceeds eighteen months, Pictometry reserves the right to terminate any and all obligations with respect to the Second Project; and

c. If Customer, or any party authorized under the terms and conditions of this Agreement to use the licensed products set forth in Section A, is in possession of licensed products for which Pictometry has not been fully compensated in accordance with the payment terms of this Agreement, Customer or such authorized party shall immediately cease use of those licensed products, purge those licensed products from all Customer and authorized party computers, and return those licensed products to Pictometry.

[END OF NON-STANDARD TERMS AND CONDITIONS]

SECTOR MAP



BUDGET ORDINANCE AMENDMENT:

GENERAL FUND:

HEALTH:

(Child Coord. for Children)

Increase to Budget 16,938.00

Item No. 7



LENOIR COUNTY, NORTH CAROLINA

BUDGET AMENDMENT REQUEST

FY 2015 - 2016
Appropriations

Budget Amendment # _____

Date Approved _____

Distribution - Finance Office:

FUND		DEPARTMENT		LINE ITEM DESCRIPTION	
GENERAL		HEALTH		VARIOUS	
Check One Box New Appropriation: <input checked="" type="checkbox"/> Line Item Transfer: <input type="checkbox"/> 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		
10-3516-4200 Child Coord. For Children		\$ 16,938.00	10-5171-2900	Other Supplies	\$ 6,551.00
			10-5171-2300	Educational Supplies	\$ 500.00
			10-5171-3110	Travel	\$ 3,333.00
			10-5171-3111	Registration	\$ 900.00
			10-5171-3210	Telephone	\$ 704.00
			10-5171-3250	Postage	\$ 450.00
			10-5171-5999	Equipment	\$ 4,500.00
Total		\$ 16,938.00	Total		\$ 16,938.00

Reason and Justification for Request:

Increase to Child Coordination for Children Budget based on caseloads increasing for 2015 - 2016.

Department Head Approval

Date

Finance Officer Approval

Date

Budget Officer Approval

Date

Board Approval (When Applicable)

Date

Date of Minutes

BUDGET ORDINANCE AMENDMENT:

Item No. 8

GENERAL FUND:

HEALTH:

(BT-Ebolal)

Increase to Budget \$20,000.00

LENOIR COUNTY, NORTH CAROLINA

BUDGET AMENDMENT REQUEST



FY 2015 - 2016
Appropriations

Budget Amendment # _____

Date Approved _____

Distribution - Finance Office:

FUND		DEPARTMENT		LINE ITEM DESCRIPTION	
GENERAL		HEALTH		VARIOUS	
Check One Box New Appropriation: <input checked="" type="checkbox"/> Line Item Transfer: <input type="checkbox"/> 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	Account # and Title	Amount
Increase		Increase			
10-3511-3302 Ebola Preparedness	20,000.00	10-5190-5999 Equipment	\$ 2,000.00	10-5190-2900 Other Supplies	18,000.00
Total	\$ 20,000.00	Total	\$ 20,000.00		

Reason and Justification for Request:
 Increase to Preparedness Budget is to enhance public health emergency preparedness planning and operational readiness for Ebola Virus Disease (EVD).

Department Head Approval	Date	Finance Officer Approval	Date
<i>[Signature]</i>	7/10/15	<i>Marta H. Martin</i>	7/13/2015
Budget Officer Approval	Date		
<i>[Signature]</i>	7/13/15		
Board Approval (When Applicable)	Date	Date of Minutes	

BUDGET ORDINANCE AMENDMENT:

GENERAL FUND:

HEALTH:

(PCM)

Increase to Budget 50,462.00

Item No. 9



LENOIR COUNTY, NORTH CAROLINA

BUDGET AMENDMENT REQUEST

FY 2015 - 2016
Appropriations

Budget Amendment # _____

Date Approved _____

Distribution - Finance Office:

FUND		DEPARTMENT		LINE ITEM DESCRIPTION	
GENERAL		HEALTH		VARIOUS	
Check One Box New Appropriation: <input checked="" type="checkbox"/> Line Item Transfer: <input type="checkbox"/> 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		
10-3509-4204 Pregnancy Care Management		50,462.00	10-5170-2900	Other Supplies	35,161.00
			10-5170-2300	Educational Supplies	400.00
			10-5170-3110	Travel	2,492.00
			10-5170-3111	Registration	\$ 700.00
			10-5170-3210	Telephone	500.00
			10-5170-3250	Postage	240.00
			10-5170-5999	Equipment	10,969.00
Total		\$ 50,462.00	Total		\$ 50,462.00

Reason and Justification for Request:
 Increase to Pregnancy Care Management Budget based on caseloads increasing for 2015 - 2016.

Department Head Approval	Date	Finance Officer Approval	Date
<i>[Signature]</i>	7/6/15	<i>Martha H. Martin</i>	7/13/2015
Budget Officer/Approval	Date		
<i>[Signature]</i>	7/13/15		
Board Approval (When Applicable)	Date	Date of Minutes	

RESOLUTION: Authorizing the Issuance of Blanket Purchase Orders to the following Companies for Fiscal Year 2015-2016: \$92,646.

Election Systems & Software	\$ 29,000.00	10-4170-3990
Election Systems & Software	\$ 8,000.00	10-4170-1720
Election Systems & Software	\$ 3,000.00	10-4170-1721
Owen G. Dunn/Print Elect	\$ 6,000.00	10-4170-1720
Owen G. Dunn/Print Elect	\$ 2,000.00	10-4170-1721
J & M Executive Leasing LL	\$ 4,200.00	10-4170-3990
A G Smith Janitorial Services	\$ 6,000.00	10-4170-1720
A G Smith Janitorial Services	\$ 1,200.00	10-4170-3500
A G Smith Janitorial Services	\$ 3,000.00	10-4170-1721
Corporate Resources	\$ 4,000.00	10-4170-1720
Corporate Resources	\$ 1,500.00	10-4170-1721
Corporate Resources	\$ 4,000.00	10-4170-2600
Halifax Media Group	\$ 4,000.00	10-4170-1720
Halifax Media Group	\$ 2,000.00	10-4170-1721
The Weekly Gazette	\$ 3,000.00	10-4170-1720
The Weekly Gazette	\$ 1,500.00	10-4170-1721
Cooke Communications LLC	\$ 1,000.00	10-4170-1720
Cooke Communications LLC	\$ 500.00	10-4170-1721
Dell Financial Services	\$ 8,746.00	10-4170-3990

SUBJECT AREA: Purchases – Bids

ACTION REQUESTED: The Board is requested to authorize the execution of FY 15-16 purchase orders for the Board of Elections in the amount of \$92,646.

HISTORY / BACKGROUND: Each year, the Board of Elections issues purchase orders to various vendors for supplies and services needed to operate the department. All purchases \$100 and greater require the issuance of a purchase order. Purchases of \$2500 and greater require the Board’s approval. Election Systems & Software provides the Board of Elections with software licensing, programming, election night reporting hardware, a maintenance agreement, and upgrades for 145 iVotronic voting machines and 2 M100 voting machines. Election Systems & Software also provides the layout, coding, and audio for all ballot styles. The Board of Elections contracts with J & M Executive Leasing for the copier. The Board of Elections contracts with Print Elect/Owen G. Dunn for the printing of ballots and elections supplies. Required advertising for elections are placed in the Kinston Free Press, The Weekly Gazette, and Duplin Times. A. G. Smith Janitorial Services provides monthly cleaning for the Board of Elections’ offices and the delivery and setup of voting equipment for each election. Office and Election supplies are purchased from Corporate Resources in Kinston. Dell Financial Services will supply our laptops for Elections Day and One Stop. This will be a four year contract of leasing the laptops.

EVALUATION: Approval of this resolution will allow for the encumbrance of funds in the FY 15-16 budget and the eventual payment to vendors for products and services received.

MANAGER'S RECOMMENDATION:

Respectfully Request Approval

mw
Initials

RESOLUTION: NOW THEREFORE BE IT RESOLVED by the Lenoir County Board of Commissioners that Board of Elections is authorized to execute the following purchase orders for FY 2015-2016 in the amount of \$92,646.

Election Systems & Software	\$ 29,000.00	10-4170-3990
Election Systems & Software	\$ 8,000.00	10-4170-1720
Election Systems & Software	\$ 3,000.00	10-4170-1721
Owen G. Dunn/Print Elect	\$ 6,000.00	10-4170-1720
Owen G. Dunn/Print Elect	\$ 2,000.00	10-4170-1721
J & M Executive Leasing LL	\$ 4,200.00	10-4170-3990
A G Smith Janitorial Services	\$ 6,000.00	10-4170-1720
A G Smith Janitorial Services	\$ 1,200.00	10-4170-3500
A G Smith Janitorial Services	\$ 3,000.00	10-4170-1721
Corporate Resources	\$ 4,000.00	10-4170-1720
Corporate Resources	\$ 1,500.00	10-4170-1721
Corporate Resources	\$ 4,000.00	10-4170-2600
Halifax Media Group	\$ 4,000.00	10-4170-1720
Halifax Media Group	\$ 2,000.00	10-4170-1721
The Weekly Gazette	\$ 3,000.00	10-4170-1720
The Weekly Gazette	\$ 1,500.00	10-4170-1721
Cooke Communications LLC	\$ 1,000.00	10-4170-1720
Cooke Communications LLC	\$ 500.00	10-4170-1721
Dell Financial Services	\$ 8,746.00	10-4170-3990

AMENDMENTS:

MOVED _____ SECOND _____

APPROVED _____ DENIED _____ UNANIMOUS _____

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

Craig Hill, Chairman

Date

ATTEST

Date

INTRODUCED BY: Michael W. Jarman, County Manager **DATE:** 07/20/15 **ITEM NO.** 11

RESOLUTION: Authorizing The Issuance of Purchase Order to DLL Public Finance for the 1st year of the three year lease in the amount of \$98,633.05, and to allow the MIS Director to execute the necessary documents for the lease.

SUBJECT AREA: Purchases / Bids

ACTION REQUESTED: The Board is requested to authorize the issuance of blanket purchase order in the amount of \$ 98,633.05 from account 10-4210-7100.

HISTORY/BACKGROUND: Lenoir County has over 40 virtual servers that run on our VMWare Server Farm. Our current server farm and backup system will be 7 years old and has reached its end of life. This means we can no longer purchase maintenance agreements or replacement parts. The server farm runs everything in the county with the exception of the Tax Software. Approval of the purchase order will allow us to purchase a new server farm and backup system that is also redundant as well allowing us to have a fully ready disaster recovery site at the current 911 center along with redundant backups as well.

EVALUATION: This equipment should allow the county to continue to meet its current and future software and hardware needs over the next 7 years.

DOCUMENTATION INSTRUCTIONS FOR LEASE NUMBER PUB 15017

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.

EXCEPT AS NOTED, ALL SIGNATURES MUST BE BY THE PERSON OR PERSONS AUTHORIZED IN LESSEE'S RESOLUTION.

I. EQUIPMENT LEASE PURCHASE AGREEMENT

- a. **Terms and Conditions**
 - Print name, title, sign and date
 - Another authorized officer must attest the signature – must be signed by other than lease signor
- b. **Certificate of Clerk or Secretary**
 - Date, sign and type in name and title (authorized officer other than lease signor)
- c. **Opinion of Counsel**
 - Lessee's legal counsel must sign, date and type in their name, the name of the firm, address and telephone number.

II. EXHIBIT A – SCHEDULE OF RENTAL PAYMENTS

- Print name, title, sign and date

III. EXHIBIT B – EQUIPMENT DESCRIPTION — (WHEN PROVIDED)

- Print name, title, sign and date

IV. TAX DESIGNATION AND COVENANTS

The purpose of this document is to determine if the Tax-Exempt Lease Purchase Agreement meets the requirements for "Bank Qualification" under Section 265(b)(3)(B) of the Internal Revenue Code. How the Lessee answers the questions will not impact the current transaction; however, it does allow for proper categorization of the obligation and accurate reporting to the Internal Revenue Service.

- Initial the appropriate blanks on Item #2 and Item #3
- Print name, title, sign and date
- Certificate of Clerk - Sign and print name and title (authorized officer other than lease signor)

V. STATE SPECIFIC ADDENDA – Required for: AR, AZ, CO, FL, GA, KS, LA, MI, MN, NC, NJ, NY, OH, OK, and TX.

- Print name, title, sign and date. Attest where required

VI. ACCEPTANCE CERTIFICATE – PLEASE RETAIN UNTIL ALL EQUIPMENT HAS BEEN RECEIVED AND IS IN FULL WORKING ORDER

- Print name, title, sign and date

VII. 8038 - IRS FORM

The enclosed 8038 G 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 accordance with Internal Revenue Service regulations.

VIII. ADDITIONAL DOCUMENTATION THAT MUST BE SENT PRIOR TO FUNDING — (WHEN APPLICABLE):

- Insurance Certificate for Property** – List DE LAGE LANDEN PUBLIC FINANCE LLC and/or Its Assigns as "loss payee" to the address listed below. The certificate must also show the physical address where the equipment is located or the phrase "throughout jurisdiction" may be used. Must also list amount being financed.
- Insurance Certificate for Liability** – List DE LAGE LANDEN PUBLIC FINANCE LLC and/or Its Assigns as "additional insured.
- Resolution** of governing body approving the purchase of the equipment and the resolution ratifying the financing. (Note: If the purchase resolution and financing were done in one resolution that is sufficient.)
- Vendor invoice** listing customer as both bill to and ship to party (to be provided by vendor)
- Advance payment check** made payable to _____
- Completed Billing Information form**
- State sales tax exemption certificate**
- Original documents**
- _____
- _____
- _____

ALL DOCUMENTATION SHOULD BE RETURNED TO:

Lease Processing Center, 1111 Old Eagle School Road, Wayne, PA 19087 • 800-736-0220
 Attn: TERRANCE COFFIN
 Email: TCOFFIN@LEASEDIRECT.COM

De Lage Landen Public Finance LLC

1111 Old Eagle School Road
Wayne, PA 19087

Equipment Lease Purchase Agreement

DATED: SEPTEMBER 1, 20 15

LESSEE	Full Legal Name COUNTY OF LENOIR	Phone Number 252-559-6450
	DBA Name (if any)	
Billing Address 130 SOUTH QUEEN STREET		
City KINSTON		
State NC		
Zip 28502		

EQUIPMENT INFORMATION	Quantity	Model No.	Serial Number	Description (Attach Separate Schedule II Necessary)
				PLEASE SEE ATTACHED EQUIPMENT DESCRIPTION AS "EXHIBIT B"
Equipment Location (if not same as above)				City KINSTON
				State NC
				Zip 28502

VENDOR	Vendor Name EMC CORPORATION	Rental Payment Periods:	Rental Payments shall be made in accordance with Section 4.01 and the Schedule of Rental Payments attached hereto as Exhibit A.
	Address 4246 COLLECTION CENTER DR	<input type="checkbox"/> Monthly	
	City CHICAGO	<input type="checkbox"/> Quarterly	
	State IL	<input type="checkbox"/> Semiannually	
	Zip 60693	<input checked="" type="checkbox"/> Annually	

TERMS & CONDITIONS

THE TERMS AND CONDITIONS OF THIS AGREEMENT SET FORTH ON THE FOLLOWING PAGES, INCLUDING ANY EXHIBITS ATTACHED HERETO, SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS IF SET FORTH HERE. IN WITNESS OF, Lessor and Lessee have caused this Agreement to be executed in their name by their duly authorized representatives as of the date written above.

LESSOR	Lessor DE LAGE LANDEN PUBLIC FINANCE LLC
	Signature
	Title
	Lease Number PUB 15017

LESSEE SIGNATURE	Lessee COUNTY OF LENOIR
	Signature
	Title
	(Seal)
	Attest
	Title

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

CERTIFICATE OF CLERK OR SECRETARY OF LESSEE

I, the undersigned, do hereby certify that the officer of Lessee who execute the foregoing Agreement on behalf of Lessee and whose genuine signature appears thereon, is the duly qualified and acting officer of Lessee as stated beneath his or her signature and has been authorized to execute the foregoing Agreement on behalf of Lessee.

SIGNATURE _____ TITLE _____ DATE _____

OPINION OF COUNSEL	As legal counsel of Lessee, I have examined (a) the Agreement, which, among other things provides for the sale to and purchase by the Lessee of the Equipment, (b) an executed counterpart of the ordinance or resolution of Lessee which, among other things, authorizes Lessee to execute the Agreement and (c) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions. Based on the foregoing, I am of the following opinions: (1) Lessee is a public body corporate and politic, duly organized and existing under the laws of the State, and has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power; (2) Lessee has the requisite power and authority to purchase the Equipment and to execute and deliver the Agreement and to perform its obligations under the Agreement; (3) the Agreement and the other documents either attached thereto or required therein have been duly authorized, approved and executed by and on behalf of Lessee, and the Agreement is a valid and binding obligation of Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditor's rights generally; (4) the authorization, approval and execution of the Agreement and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state and federal laws; and (5) there is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Agreement or the security interest of Lessor or its assigns, as the case may be, in the Equipment. All capitalized terms herein shall have the same meanings as in the Agreement. Lessor, its successors and assigns, and any counsel rendering an opinion on the tax-exempt status of the interest components of Rental Payments are entitled to rely on this opinion.			
	Signature	Date		
	Name	Phone Number		
	Address	City	State	Zip

ARTICLE I

Section 1.01. Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"**Agreement**" means this Equipment Lease Purchase Agreement and any other schedule, exhibit or escrow agreement made a part hereof by the parties hereto, together with any amendments to the Agreement.

"**Code**" means the Internal Revenue Code of 1986, as amended.

"**Commencement Date**" is the date when the term of this Agreement and Lessee's obligation to pay rent commence, which date shall be the earlier of (i) the date on which the Equipment is accepted by Lessee in the manner described in Section 5.01, or (ii) the date on which sufficient moneys to purchase the Equipment are deposited by Lessor for that purpose with an escrow agent.

"**Equipment**" means the property described on the front of this Agreement, and all replacements, substitutions, repairs, restorations, modifications, attachments, accessions, additions and improvements thereof or thereto.

"**Event of Default**" means an Event of Default described in Section 12.01.

"**Issuance Year**" is the calendar year in which the Commencement Date occurs.

"**Lease Term**" means the Original Term and all Renewal Terms, but ending on the occurrence of the earliest event specified in Section 3.02.

"**Lessee**" means the entity described as such on the front of this Agreement, its successors and its assigns.

"**Lessor**" means the entity described as such on the front of this Agreement, its successors and its assigns.

"**Maximum Lease Term**" means the Original Term and all Renewal Terms through the Renewal Term including the last Rental Payment date set forth on the Payment Schedule.

"**Net Proceeds**" means the amount remaining from the gross proceeds of any insurance claim or condemnation award after deducting all expenses (including attorneys' fees) incurred in the collection of such claim or award.

"**Original Term**" means the period from the Commencement Date until the end of the fiscal year of Lessee in effect at the Commencement Date.

"**Payment Schedule**" means the schedule of Rental Payments and Purchase Price set forth on Exhibit A.

"**Purchase Price**" means the amount set forth on the Payment Schedule as the Purchase Price for the Equipment.

"**Renewal Terms**" means the optional renewal terms of this Agreement, each having a duration of one year and a term co-extensive with Lessee's fiscal year.

"**Rental Payment Period**" means the period beginning on the day a Rental Payment is due and ending the day before the next Rental Payment is due. The first Rental Payment Period shall begin on the Commencement Date in all cases. If Rental Payment Periods are monthly, subsequent Rental Payment Periods shall begin on the same day of each month after the Commencement Date. If Rental Payment Periods are quarterly, subsequent Rental Payment Periods shall begin on the same day of each third month after the Commencement Date. If Rental Payment Periods are semiannual, subsequent Rental Payment Periods shall begin on the same day of each sixth month after the Commencement Date. If Rental Payment Periods are annual, subsequent Rental Payment Periods shall begin on the anniversary of the Commencement Date in each year. If the Commencement Date is the 29th, 30th, or 31st day of a month, any subsequent Rental Payment Period that would otherwise begin on the 29th, 30th or 31st of a month that does not include such a date shall begin on the last day of the month.

"**Rental Payments**" means the basic rental payments payable by Lessee pursuant to Section 4.01.

"**State**" means the state in which Lessee is located.

"**Vendor**" means the manufacturer of the Equipment as well as the agents or dealers of the manufacturer from whom Lessor purchased or is purchasing the Equipment, as listed on the front of this Agreement.

ARTICLE II

Section 2.01. Representations and Covenants of Lessee. Lessee represents, warrants and covenants for the benefit of Lessor as follows:

(a) Lessee is a municipal corporation and political subdivision duly organized and existing under the constitution and laws of the State. Lessee will do or cause to be done all things to preserve and keep in full force and effect its existence as a body corporate and politic. Lessee is a political subdivision of the State within the meaning of Section 103(a) of the Code or a constituted authority authorized to issue obligations on behalf of a state or local governmental unit within the meaning of the regulations promulgated pursuant to said Section of the Code.

(b) Lessee is authorized under the constitution and laws of the State to enter into this Agreement and the transaction contemplated hereby and to perform all of its obligations hereunder.

(c) Lessee has been duly authorized to execute and deliver this Agreement by proper action and approval of its governing body at a meeting duly called, regularly convened and attended through-out by a requisite majority of the members thereof or by other appropriate official approval.

(d) This Agreement constitutes the legal, valid and binding obligation of the Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.

(e) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the Commencement Date.

(f) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current fiscal year to make the Rental Payments scheduled to come due during the Original Term and to meet its other obligations for the Original Term, and such funds have not been expended for other purposes.

(g) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic.

(h) Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Equipment hereunder.

(i) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting the Lessee, nor to the best knowledge of the Lessee is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by this Agreement

or any other document, agreement or certificate which is used or contemplated for use in the consummation of the transactions contemplated by this Agreement or materially adversely affect the financial condition or properties of Lessee.

(j) All authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by the Lessee of this Agreement or in connection with the carrying out by the Lessee of its obligations hereunder have been obtained.

(k) The entering into and performance of this Agreement or any other document or agreement contemplated hereby to which the Lessee is or is to be a party will not violate any judgment, order, law or regulation applicable to the Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest of other encumbrance on any assets of the Lessee or the Equipment pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which the Lessee is a party or by which it or its assets may be bound, except as herein provided.

(l) The Equipment described in this Agreement is essential to the function of the Lessee or to the service Lessee provides to its citizens. The Lessee has an immediate need for, and expects to make immediate use of, substantially all the Equipment, which need is not temporary or expected to diminish in the foreseeable future. The Equipment will be used by Lessee only for the purpose of performing one or more of Lessee's governmental or proprietary functions consistent with the permissible scope of Lessee's authority and will not be used in the trade or business of any other entity or person.

(m) Lessee will comply with all applicable provisions of the Code, including without limitation Sections 103 and 148 thereof, and the applicable regulations of the Treasury Department to maintain the exclusion of the interest components of Rental Payments from gross income for purposes of federal income taxation.

(n) Lessee has 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.

Section 2.02. Certification as to Arbitrage. Lessee hereby represents as follows:

(a) The estimated total costs of the Equipment will not be less than the total principal portion of the Rental Payments.

(b) The Equipment has been ordered or is expected to be ordered within six months of the Commencement Date, and the Equipment is expected to be delivered and installed, and the Vendor fully paid, within one year of the Commencement Date.

(c) Lessee has not created or established, and does not expect to create or establish, any sinking fund or other similar fund (i) that is reasonably expected to be used to pay the Rental Payments, or (ii) that may be used solely to prevent a default in the payment of the Rental Payments.

(d) The Equipment has not been and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in major part, prior to the last maturity of the Rental Payments.

(e) To the best of our knowledge, information and belief, the above expectations are reasonable.

ARTICLE III

Section 3.01. Lease of Equipment. Lessor hereby demises, leases and lets the Equipment to Lessee, and Lessee rents, leases and hires the Equipment from Lessor, in accordance with the provisions of this Agreement, for the Lease Term. The Original Term of this Agreement shall commence on the Commencement Date and shall terminate on the last day of Lessee's current fiscal year. The Lease Term may be continued at the end of the Original Term or any Renewal Term for an additional Renewal Term up to the Maximum Lease Term; provided, however, that at the end of the Original Term and at the end of each Renewal Term until the Maximum Lease Term has been completed, Lessee shall be deemed to have continued this Agreement for the next Renewal Term unless Lessee shall have terminated this Agreement pursuant to Section 3.04 or Section 10.01. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided in the Payment Schedule.

Section 3.02. Termination of Lease Term. The Lease Term shall terminate upon the earliest of any of the following events:

(a) the expiration of the Original Term or any Renewal Term and the nonrenewal of this Agreement in the event of nonappropriation of funds pursuant to Section 3.04;

(b) the exercise by Lessee of the option to purchase the Equipment under Article X and payment of the Purchase Price and all amounts payable in connection therewith;

(c) a default by Lessee and Lessor's election to terminate this Agreement under Article XII; or

(d) the payment by Lessee of all Rental Payments authorized or required to be paid by Lessee hereunder during the Maximum Lease Term.

Section 3.03. Continuation of Lease Term. Lessee currently intends, subject to Section 3.04, to continue the Lease Term through the Original Term and all of the Renewal Terms and to pay the Rental Payments hereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Rental Payments during the Original Term and each of the Renewal Terms can be obtained. The responsible financial officer of Lessee shall do all things lawfully within his or her power to obtain and maintain funds from which the Rental Payments may be made, including making provision for such Rental Payments to the extent necessary in each proposed annual budget submitted for approval in accordance with applicable procedures of Lessee and to exhaust all available reviews and appeals in the event such portion of the budget is not approved. Notwithstanding the foregoing, the decision whether or not to budget or appropriate funds or to extend this Agreement for any Renewal Term is solely within the discretion of the then current governing body of Lessee.

Section 3.04. Nonappropriation. Lessee is obligated only to pay such Rental Payments under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during Lessee's then current fiscal year. In the event sufficient funds shall not be appropriated or are not otherwise legally available to pay the Rental Payments required to be paid in the next occurring Renewal Term, as set forth in the Payment Schedule, this Agreement shall be deemed to be terminated at the end of the then current Original Term or Renewal Term. Lessee agrees to deliver written notice to Lessor 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 Lease Term beyond such Original Term or Renewal Term. If this Agreement is terminated in accordance with this Section, Lessee agrees, at Lessee's cost and expense, to peaceably deliver the Equipment to Lessor at the location or locations specified by Lessor.

ARTICLE IV

Section 4.01. Rental Payments. Lessee shall pay Rental Payments, exclusively from legally available funds, in lawful money of the United States of America to Lessor on the dates and in the amounts set forth on the Payment Schedule. Any Rental Payment not received on or before its due date shall bear interest at the rate of 18% per annum or the maximum amount permitted by law, whichever is less, from its due date. As set forth on the Payment Schedule, a portion of each Rental Payment is paid as, and represents payment of, interest.

Section 4.02. Rental Payments to Constitute a Current Expense of Lessee. The obligation of Lessee to pay Rental Payments hereunder shall constitute a current expense of Lessee, and do not constitute a mandatory payment obligation of Lessee in any fiscal year beyond the then current fiscal year of Lessee. Lessee's obligation hereunder shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general credit, tax revenues, funds or moneys of Lessee.

Section 4.03. Rental Payments To Be Unconditional. EXCEPT AS PROVIDED IN SECTION 3.04, THE OBLIGATIONS OF LESSEE TO MAKE RENTAL PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED HEREIN SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION ANY FAILURE OF THE EQUIPMENT TO BE DELIVERED OR INSTALLED, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE EQUIPMENT OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES.

ARTICLE V

Section 5.01. Delivery, Installation and Acceptance of the Equipment. Lessee shall order the Equipment, cause the Equipment to be delivered and installed at the location specified on the front of this Agreement and pay any and all delivery and installation costs in connection therewith. When the Equipment has been delivered and installed, Lessee shall immediately accept the Equipment and evidence said acceptance by executing and delivering to Lessor an acceptance certificate acceptable to Lessor. After it has been installed, the Equipment will not be moved from the location specified on the front of this Agreement without Lessor's consent, which consent shall not be unreasonably withheld.

Section 5.02. Enjoyment of Equipment. Lessee shall peaceably and quietly have and hold and enjoy the Equipment during the Lease Term, without suit, trouble or hindrance from Lessor, except as otherwise expressly set forth in this Agreement.

Section 5.03. Right of Inspection. Lessor shall have the right at all reasonable times during regular business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

Section 5.04. Use and Maintenance of the Equipment. Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement. Lessee shall obtain all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee shall comply in all respects with all applicable laws, regulations and rulings of any legislative, executive, administrative or judicial body; provided that Lessee may contest in good faith the validity or application of any such law, regulation or ruling in any reasonable manner that does not, in the opinion of Lessor, adversely affect the interest of Lessor in and to the Equipment or its interest or rights under this Agreement. Lessee agrees that it will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment in good repair, working order and condition. If requested to do so by Lessor, Lessee will enter into a maintenance contract for the Equipment with Vendor. LESSOR SHALL HAVE NO RESPONSIBILITY TO SERVICE, MAINTAIN, REPAIR OR MAKE IMPROVEMENTS OR ADDITIONS TO THE EQUIPMENT. LESSEE SHALL MAKE ALL CLAIMS FOR SERVICE OR MAINTENANCE SOLELY TO THE VENDOR AND SUCH CLAIMS WILL NOT AFFECT LESSEE'S OBLIGATION TO MAKE ALL REQUIRED RENTAL PAYMENTS.

ARTICLE VI

Section 6.01. Title to the Equipment. During the Lease Term, title to the Equipment shall vest in Lessee, subject to the rights of Lessor under this Agreement, provided that title shall thereafter immediately and without any action by Lessee vest in Lessor, and Lessee shall immediately surrender possession of the Equipment to Lessor upon (a) any termination of this Agreement other than termination pursuant to Section 10.01, or (b) the occurrence of an Event of Default. It is the intent of the parties hereto that any transfer of title to Lessor pursuant to this Section shall occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. Lessee shall, nevertheless, execute and deliver any such instruments as Lessor may request to evidence such transfer. Lessee irrevocably designates, makes, constitutes and appoints Lessor and its assignee as Lessee's true and lawful attorney (and agent in-fact) with power, at such time of termination or times thereafter as Lessor in its sole and absolute discretion may determine, in Lessee's or Lessor's or such assignee's name, to endorse the name of Lessee upon any bill of sale, document, instrument, invoice, freight bill, bill of lading or similar document relating to the Equipment in order to vest title in Lessor and transfer possession to Lessor.

Section 6.02. Security Interest. To secure the payment of all of Lessee's obligations under this Agreement, Lessor retains a security interest constituting a first lien on the Equipment and proceeds therefrom. Lessee agrees to execute such additional documents, in form satisfactory to Lessor, that Lessor deems necessary or appropriate to establish and maintain its security interest. Lessee agrees that financing statements may be filed with respect to the security interest in the Equipment.

Section 6.03. Personal Property. Lessor and Lessee agree that the Equipment is and will remain personal property. The Equipment will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to such real estate or any building thereon. Upon the request of Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Equipment from any party having an interest in any such real estate or building.

ARTICLE VII

Section 7.01. Liens, Taxes, Other Governmental Charges and Utility Charges. Lessee shall keep the Equipment free and clear of all liens, charges and encumbrances, except those created under this Agreement. The parties to this Agreement contemplate that the Equipment will be

used for a governmental or proprietary purpose of Lessee and, therefore, that the Equipment will be exempt from all taxes and other similar charges. If the use, possession or acquisition of the Equipment is found to be subject to taxation in any form, Lessee will pay all taxes and governmental charges lawfully assessed or levied against or with respect to the Equipment. Lessee shall pay all utility and other charges incurred in the use and maintenance of the Equipment. Lessee shall pay such taxes and charges as the same become due; provided that, with respect to any such taxes and charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments that accrue during the Lease Term.

Section 7.02. Insurance. At its own expense, Lessee shall maintain (a) casualty insurance insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Lessor in an amount at least equal to the then applicable Purchase Price of the Equipment, (b) liability insurance that protects Lessor from liability in all events in form and amount satisfactory to Lessor, and (c) workers' compensation coverage as required by the laws of the State; provided that, with Lessor's prior written consent, Lessee may self-insure against the risks described in clauses (a) and (b). All insurance proceeds from casualty losses shall be payable as hereinafter provided. Lessee shall furnish to Lessor certificates evidencing such coverage throughout the Lease Term. All such casualty and liability insurance shall be with insurers that are acceptable to Lessor, shall name Lessor as a loss payee and an additional insured, respectively, and shall contain a provision to the effect that such insurance shall not be cancelled or modified materially without first giving written notice thereof to Lessor at least ten days in advance of such cancellation or modification. All such casualty insurance shall contain a provision making any losses payable to Lessee and Lessor, as their respective interests may appear.

Section 7.03. Advances. In the event Lessee shall fail to either maintain the insurance required by this Agreement, pay the taxes or charges required to be paid by it under this Agreement or keep the Equipment in good repair and working order, Lessor may, but shall be under no obligation to, purchase the required policies of insurance and pay the cost of the premiums thereof, pay such taxes and charges and maintain and repair the Equipment and pay the cost thereof. All amounts so advanced by Lessor shall become additional rent for the then current Original Term or Renewal Term. Lessee agrees to pay such amounts with interest thereon from the date paid at the rate of 12% per annum or the maximum permitted by law, whichever is less.

Section 7.04. Financial Information. Lessee will annually provide Lessor with current financial statements, budgets, proofs of appropriation for the ensuing fiscal year and such other financial information relating to the ability of Lessee to continue this Agreement as may be requested by Lessor.

Section 7.05. Release and Indemnification. To the extent permitted by law, Lessee shall indemnify, protect and hold harmless Lessor from and against any and all liability, obligations, losses, claims and damages whatsoever, regardless of cause thereof, and expenses in connection therewith (including, without limitation, counsel fees and expenses and any federal income tax and interest and penalties connected therewith imposed on interest received) arising out of or as the result of (a) the entering into this Agreement, (b) the ownership of any item of the Equipment, (c) the manufacturing, ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Equipment, (d) any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury or death to any person or (e) the breach of any covenant herein or any material misrepresentation contained herein. The indemnification arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of the Lease Term for any reason.

ARTICLE VIII

Section 8.01. Risk of Loss. Lessee assumes, from and including the Commencement Date, all risk of loss of or damage to the Equipment from any cause whatsoever. No such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Rental Payments or to perform any other obligation under this Agreement.

Section 8.02. Damage, Destruction and Condemnation. If (a) the Equipment or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty, or (b) title to, or the temporary use of, the Equipment or any part thereof or the interest of Lessee or Lessor in the Equipment or any part thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment, unless Lessee shall have exercised its option to purchase the Equipment pursuant to Section 10.01. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee.

Section 8.03. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 8.01, Lessee shall either (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, or (b) purchase Lessor's interest in the Equipment pursuant to Section 10.01. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after purchasing the Equipment shall be retained by Lessee. If Lessee shall make any payments pursuant to this Section, Lessee shall not be entitled to any reimbursement therefor from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article IV.

ARTICLE IX

Section 9.01. Disclaimer of Warranties. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR USE OR PURPOSE OF THE EQUIPMENT OR AGAINST INFRINGEMENT, OR ANY OTHER WARRANTY OR REPRESENTATION WITH RESPECT THERETO. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY ACTUAL, INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE EXISTENCE, FURNISHING, FUNCTIONING OR LESSEE'S USE OR MAINTENANCE OF ANY EQUIPMENT OR SERVICES PROVIDED FOR IN THIS AGREEMENT.

Section 9.02. Vendor's Warranties. Lessee may have rights under the contract evidencing the purchase of the Equipment; Lessee is advised to contact the Vendor for a description of any

such rights. Lessor hereby assigns to Lessee during the Lease Term all warranties running from Vendor to Lessor. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term, so long as Lessee shall not be in default hereunder, to assert from time to time whatever claims and rights (including without limitation warranties) related to the Equipment that Lessor may have against the Vendor. Lessee's sole remedy for the breach of any such warranty, indemnification or representation shall be against the Vendor, and not against Lessor. Any such matter shall not have any effect whatsoever on the rights and obligations of Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or availability of such warranties by any Vendor.

ARTICLE X

Section 10.01. Purchase Option. Lessee shall have the option to purchase Lessor's interest in all (but not less than all) of the Equipment, upon giving written notice to Lessor at least 60 (but not more than 180) days before the date of purchase, at the following times and upon the following terms:

(a) On any Rental Payment Date, upon payment in full of the Rental Payments and all other amounts then due hereunder plus the then applicable Purchase Price to Lessor; or

(b) In the event of substantial damage to or destruction or condemnation of substantially all of the Equipment, on the day Lessee specifies as the purchase date in Lessee's notice to Lessor of its exercise of the purchase option, upon payment in full of the Rental Payments and all other amounts then due hereunder plus (i) the Purchase Price designated on the Payment Schedule for such purchase date if such purchase date is a Rental Payment Date or the Purchase Price for the immediately preceding Rental Payment Date if such purchase date is not a Rental Payment Date, and (ii) if such day is not a Rental Payment Date, an amount equal to the portion of the interest component of the Rental Payment scheduled to come due on the following Rental Payment Date accrued from the immediately preceding Rental Payment Date to such purchase date, computed on the basis of a 360-day year of twelve 30-day months.

Upon the exercise of the option to purchase set forth above, title to the Equipment shall be vested in Lessee, free and clear of any claim by or through Lessor.

Section 10.02. Determination of Fair Purchase Price. Lessee and Lessor hereby agree and determine that the Rental Payments hereunder during the Original Term and each Renewal Term represent the fair value of the use of the Equipment and that the amount required to exercise Lessee's option to purchase the Equipment pursuant to Section 10.01 represents, as of the end of the Original Term or any Renewal Term, the fair purchase price of the Equipment. Lessee hereby determines that the Rental Payments do not exceed a reasonable amount so as to place Lessee under a practical economic compulsion to renew this Agreement or to exercise its option to purchase the Equipment hereunder. In making such determinations, Lessee and Lessor have given consideration to (a) the costs of the Equipment, (b) the uses and purposes for which the Equipment will be employed by Lessee, (c) the benefit to Lessee by reason of the acquisition and installation of the Equipment and the use of the Equipment pursuant to the terms and provisions of this Agreement, and (d) Lessee's option to purchase the Equipment.

ARTICLE XI

Section 11.01. Assignment by Lessor. Lessor's interest in, to and under this Agreement and the Equipment may, without notice to or the consent of Lessee, be assigned and reassigned in whole or in part to one or more assignees by Lessor. Lessee hereby appoints Municipal Registrar Services (the "Registrar") as its agent for the purpose of maintaining a written record of each such assignment in form necessary to comply with Section 149(a) of the Code. No such assignment shall be binding on Lessee until the Registrar has received written notice from Lessor of the name and address of the assignee. Lessee agrees to execute all documents, including chattel mortgages or financing statements that may be reasonably requested by Lessor or any assignee to protect its interest in the Equipment and in this Agreement. Lessee shall not have the right to and shall not assert against any assignee any claim, counterclaim, defense, set-off or other right Lessee may from time to time have against Lessor.

Section 11.02. Assignment and Subleasing by Lessee. None of Lessee's right, title and interest in, to and under this Agreement and in the Equipment may be assigned or encumbered by Lessee for any reason, except that Lessee may sublease all or part of the Equipment if Lessee obtains the prior written consent of Lessor and an opinion of nationally recognized counsel in the area of tax exempt municipal obligations satisfactory to Lessor that such subleasing will not adversely affect the exclusion of the interest components of the Rental Payments from gross income for federal income tax purposes. Any such sublease of all or part of the Equipment shall be subject to this Agreement and the rights of the Lessor in, to and under this Agreement and the Equipment.

ARTICLE XII

Section 12.01. Events of Default Defined. Subject to the provisions of Section 3.04, any of the following shall be "Events of Default" under this Agreement:

(a) Failure by Lessee to pay any Rental Payment or other payment required to be paid hereunder at the time specified herein;

(b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in Section 12.01(a), for a period of 30 days after written notice, specifying such failure and requesting that it be remedied, is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;

(c) Any statement, representation or warranty made by Lessee in or pursuant to this Agreement or its execution, delivery or performance shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made;

(d) Any provision of this Agreement shall at any time for any reason cease to be valid and binding on Lessee, or shall be declared to be null and void, or the validity or enforceability thereof shall be contested by Lessee or any governmental agency or authority if the loss of such provision would materially adversely affect the rights or security of Lessor, or Lessee shall deny that it has any further liability or obligation under this Agreement;

(e) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or

(f) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 30 consecutive days.

Section 12.02. Remedies on Default. Whenever any Event of Default exists, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) By written notice to Lessee, Lessor may declare all Rental Payments and other amounts payable by Lessee hereunder to the end of the then current Original Term or Renewal Term to be due;

(b) With or without terminating this Agreement, Lessor may enter the premises where the Equipment is located and retake possession of the Equipment or require Lessee at Lessee's expense to promptly return any or all of the Equipment to the possession of Lessor at a place specified by Lessor, and sell or lease the Equipment or, for the account of Lessee, sublease the Equipment, holding Lessee liable for the difference between (i) the Rental Payments and other amounts payable by Lessee hereunder plus the then applicable Purchase Price, and (ii) the net proceeds of any such sale, lease or sublease (after deducting all expenses of Lessor in exercising its remedies under this Agreement, including without limitation, all expenses of taking possession, storing, reconditioning and selling or leasing the Equipment and all brokerage, auctioneers' and attorneys' fees); provided that the amount of Lessee's liability under this subparagraph (b) shall not exceed the Rental Payments and other amounts otherwise due hereunder plus the remaining Rental Payments and other amounts payable by Lessee hereunder to the end of the then current fiscal year of Lessee; and

(c) Lessor may take whatever other action at law or in equity may appear necessary or desirable to enforce its rights as the owner of the Equipment.

In addition, Lessee will remain liable for all covenants and indemnities under this Agreement and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor. Lessor may charge interest on all amounts due to it at the rate of 18% per annum or the maximum amount permitted by law, whichever is less.

Section 12.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice, other than such notice as may be required in this Article.

ARTICLE XIII

Section 13.01. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at the addresses on the front of this Agreement (or at such other address as either party hereto shall designate in writing to the other for notices to such party), to any assignee at its address as it appears on the registration books maintained by Lessee.

Section 13.02. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 13.03. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 13.04. Entire Agreement. This Agreement constitutes the entire agreement between Lessor and Lessee.

Section 13.05. Amendments. This Agreement may be amended in writing by Lessor and Lessee.

Section 13.06. Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 13.07. Usury. The parties hereto agree that the charges in this Agreement shall not be a violation of usury or other law. Any such excess charge shall be applied in such order as to conform this Agreement to such applicable law.

Section 13.08. Jury Trial Waiver. TO THE EXTENT PERMITTED BY LAW, LESSEE AGREES TO WAIVE ITS RIGHT TO A TRIAL BY JURY.

Section 13.09. Facsimile Documentation. Lessee agrees that a facsimile copy of this Agreement with facsimile signatures may be treated as an original and will be admissible as evidence of this Agreement.

Section 13.10. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 13.11. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

EXHIBIT A

EQUIPMENT LEASE PURCHASE AGREEMENT

Payment Schedule

LESSOR: DE LAGE LANDEN PUBLIC FINANCE LLC

LESSEE: COUNTY OF LENOIR

LEASE NUMBER: PUB 15017

LEASE DATE: SEPTEMBER 1, 20 15

Rental Payment Number	Rental Payment Date	Rental Payment	Interest Portion	Principal Portion	Balance	Purchase Price
Loan	09/01/2015	0.00	0.00	0.00	287,528.64	0.00
1	09/01/2015	98,633.05	0.00	98,633.05	188,895.59	192,673.50
2	09/01/2016	98,633.05	5,553.53	93,079.52	95,816.07	97,732.39
3	09/01/2017	98,633.05	2,816.98	95,816.07	0.00	0.00
Grand Totals		295,899.15	8,370.51	287,528.64		0.00

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

[Empty signature box]

Lessee Signature: _____ Date: _____

Print Name: _____ Title: _____

NORTH CAROLINA ADDENDUM TO MASTER STATE AND MUNICIPAL LEASE/PURCHASE AGREEMENT

This Addendum to that certain Equipment Lease Purchase Agreement (together with all Exhibits and this Addendum, the "Agreement") dated as of SEPTEMBER 1, 2015, between DE LAGE LANDEN PUBLIC FINANCE LLC (together with its successors and assigns, "Lessor"), and COUNTY OF LENOIR (together with its successors and assigns, "Lessee"), is incorporated in and is hereby made a part of the Agreement.

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 Agreement and that the following changes and additions are hereby made to the Agreement:

1. The following definition is added to **Section 1.01** of the Agreement:

"LGC" means the North Carolina Local Government Commission.

2. The following **Section 5.05** is hereby added to **Article V** of the Agreement:

Section 5.05 No Pledge or Lien. THE PARTIES INTEND THAT THIS TRANSACTION COMPLY WITH N.C. GEN. STAT. SECTION 160A-20. NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED OR INTERPRETED AS CREATING A PLEDGE OF THE LESSEE'S FAITH AND CREDIT WITHIN THE MEANING OF ANY CONSTITUTIONAL DEBT LIMITATION. NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED OR INTERPRETED AS A DELEGATION OF GOVERNMENTAL POWERS OR AS AN IMPROPER DONATION OR A LENDING OF THE LESSEE'S CREDIT WITHIN THE MEANING OF THE STATE CONSTITUTION. NO DEFICIENCY JUDGMENT MAY BE RENDERED AGAINST THE LESSEE IN VIOLATION OF SECTION 160A-20. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of the Lessee's moneys (other than the funds held under the this Agreement or under an escrow agreement related to the Equipment), nor shall any provision of this Agreement restrict the future issuance of any of the Lessee's bonds or obligations payable from any class or source of the Lessee's moneys (except to the extent this Agreement restricts the incurrence of additional obligations secured by the Equipment). To the extent of any conflict between this Section and any other provision of the Agreement, this Section shall take priority.

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

3. **Section 3.03** of the Agreement is hereby deleted and the following **Section 3.03** is hereby inserted in lieu thereof:

Section 3.03. Appropriations. The Budget Officer shall include in the initial proposal for each of the Lessee's annual budgets the amount of all Rental 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 Rental Payments in a proposed budget, the then current governing body of Lessee may determine not to include such an appropriation in the Lessee's final budget for such Renewal Term.

The Budget Officer shall deliver to Lessor, within 15 days after the beginning of each Renewal Term, a certificate stating whether an amount equal to the Rental Payments and estimated other payments coming due during the next Renewal Term has been appropriated by Lessee 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 LGC, to the attention of its Secretary, at the Albemarle Building, 325 North Salisbury St., Raleigh NC 27603-1385.

The actions required of the Lessee and its 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 Lessee official to take such action and do such things as are required by law in the performance of the official duty of such officials to enable the Lessee to carry out and perform the actions required pursuant to this Section and the remainder of this Agreement and the remainder of this Agreement to be carried out and performed by the Lessee. Lessee reasonably believes that it can obtain funds sufficient to pay all Rental Payments when due.

4. **Section 7.05** of the Agreement is hereby deleted and the following **Section 7.05** is hereby inserted in lieu thereof:

Section 7.05. Release and Indemnification. To the extent permitted by law, Lessee shall indemnify, protect and hold harmless Lessor and LGC's members and employees from and against any and all liability, obligations, losses, claims and damages whatsoever, regardless of cause thereof, and expenses in connection therewith (including, without limitation, counsel fees and expenses and any federal income tax and interest and penalties connected therewith imposed on interest received) arising out of or as the result of (a) the entering into this Agreement, (b) the ownership of any item of the Equipment, (c) the manufacturing, ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Equipment, (d) any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury or death to any person or (e) the breach of any covenant herein or any material misrepresentation contained herein. The indemnification arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of the Lease Term for any reason.

5. **Section 11.01** of the Agreement is hereby deleted and the following **Section 11.01** is hereby inserted in lieu thereof:

Section 11.01. Assignment by Lessor. Lessor's interest in, to and under this Agreement and the Equipment may, without notice to or the consent of Lessee, be assigned and re-assigned in whole or in part to one or more assignees by Lessor. Lessee hereby appoints Municipal Registrar Services (the "Registrar") as its agent for the purpose of maintaining a written record of each such assignment in form necessary to comply with Section 149(a) of the Code. Any assignment by Lessor 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. No such assignment shall be binding on Lessee until the Registrar has received written notice from Lessor of the name and address of the assignee, and the Lessee has received a duplicate original of the counterpart document by which the assignment or reassignment is made. Lessee agrees to execute all documents, including chattel mortgages or financing statements that may be reasonably requested by Lessor or any assignee to protect its interest in the Equipment and in this Agreement. Lessee shall not have the right to and shall not assert against any assignee any claim, counterclaim, defense, set-off or other right Lessee may from time to time have against Lessor.

6. As required by N.C. Gen. Stat. 159-149, if Lessee is a unit of 'local government', as defined in such statute, the Agreement 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 Agreement 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 Agreement, the terms of this Addendum will prevail.

LESSEE SIGNATURE	Legal Name of Lessee <u>COUNTY OF LENOIR</u>
	Signature _____ Date _____
	Print Name _____
	Title _____
	(Seal)
	Attest _____
Title _____ Date _____	

LESSOR SIGNATURE	Name of Lessor <u>DE LAGE LANDEN PUBLIC FINANCE LLC</u>
	Lessor Signature _____ Date _____
	Print Name _____
	Title _____
	Lease Number <u>PUB 15017</u>

TAX DESIGNATIONS AND COVENANTS

1. The covenants and designations hereinafter set forth are intended to be, and hereby are, incorporated into the Equipment Lease Purchase Agreement, dated SEPTEMBER 1, 2015 (the "Agreement"), between De Lage Landen Public Finance LLC ("Lessor") and COUNTY OF LENOIR ("Lessee"), and except as otherwise defined herein, all terms defined in the Agreement shall have the same meaning herein as in the Agreement. The Commencement Date of the Agreement is or will be in the calendar year 2015 (the "Issuance Year").

2. Bank Qualification. **Lessee initial here if this provision is applicable:** _____
Lessee initial here if this provision is NOT applicable: _____

(a) Lessee hereby designates the Agreement as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Code. 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 Lessee and all subordinate entities thereof during the Issuance Year, including the Agreement, is not reasonably expected to exceed \$10,000,000.

(b) Lessee hereby covenants that Lessee and all subordinate entities thereof will not issue in excess of \$10,000,000 of "qualified tax-exempt obligations" (including the Agreement but excluding private activity bonds other than qualified 501(c)(3) bonds) during the Issuance Year without first obtaining an opinion of nationally recognized counsel in the area of tax-exempt obligations of state and local governments acceptable to Lessor that the designation of the Agreement as a "qualified tax-exempt obligation" will not be adversely affected.

3. Small Issue Arbitrage Rebate Exception. **Lessee initial here if this provision is applicable:** _____
Lessee initial here if this provision is NOT applicable: _____

(a) Lessee represents and warrants that it is a governmental unit under the laws of the State with general taxing powers; the Agreement is not a private activity bond as defined in Section 141 of the Code; 95% or more of the net proceeds of the Agreement will be used for local governmental activities of Lessee; and the aggregate face amount of all tax-exempt obligations (other than private activity bonds) issued by the Lessee and all subordinate entities thereof during the Issuance Year is not reasonably expected to exceed \$5,000,000.

(b) Lessee hereby covenants that Lessee and all subordinate entities thereof will not issue in excess of \$5,000,000 of tax-exempt bonds (including the Agreement but excluding private activity bonds) during the Issuance Year without first obtaining an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations acceptable to Lessor that the excludability of the interest on the Agreement from gross income for federal tax purposes will not be adversely affected.

(SEAL)

LESSEE	Lessee Name COUNTY OF LENOIR	
	Signature	Date
	Title	

CERTIFICATE OF CLERK OR SECRETARY OF LESSEE

I, the undersigned, do hereby certify that (i) the foregoing Tax Designations and Covenants were adopted and approved by action of the governing body of Lessee at a meeting duly called, regularly convened and attended throughout by the requisite majority of the members thereof, (ii) the officer of Lessee who executed the foregoing Tax Designation and Covenants on behalf of Lessee and whose genuine signature appears thereon is the duly qualified and acting officer of Lessee as stated beneath his or her signature, and (iii) said officer has been authorized to execute the foregoing Tax Designations and Covenants on behalf of Lessee.

SIGNATURE _____ TITLE _____ DATE _____

EXHIBIT B

**EQUIPMENT LEASE PURCHASE AGREEMENT
EQUIPMENT DESCRIPTION**

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

LESSEE: COUNTY OF LENOIR

LEASE NUMBER: PUB 15017

LEASE DATE: SEPTEMBER 1, 2015

Quantity	Description/Serial No./Model No.	Location
<p>"PLEASE SEE ATTACHMENT TEAM IA VNxE WITH VSPHERE REPLICATION QUOTE R730 OPTION 07022015"</p>		

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

LESSOR SIGNATURE	Name of Lessor <u>DE LAGE LANDEN PUBLIC FINANCE LLC</u>
	Lessor Signature _____ Date _____
	Print Name _____ Title _____
	Lease Number <u>PUB 15017</u>

10PFDOC170v2



Lenoir County

VNXe with vSphere Replication Quote - R730 Option 07022015

Qty	Description
	VNXe with vSphere Replication Solution
1	SYSTEM DD2200 NFS CIFS
1	SYSTEM DD2200-12X2HDD SAS 24TB NFS CIFS
1	LICENSE EXPSTOR DD2200=IA
1	DOCS; DD OS DOC; A2
1	OPTION FIELD INSTALL KIT DD2200
1	PREMIUM SOFTWARE SUPPORT (DD)
1	PREMIUM SYSTEM SUPPORT (DD)
2	POWER CORD DD NORAMERIC240V 6-15PC13 6FT
1	LICENSE REPLICATOR DD2200=IA
1	LICENSE BASE DD OE DD2200-24=IA
1	OPTION,DD 1GBE,IO MODULE,CU,4PORT
1	SYSTEM DD2200 NFS CIFS
1	SYSTEM DD2200-12X2HDD SAS 24TB NFS CIFS
1	LICENSE EXPSTOR DD2200=IA
1	DOCS; DD OS DOC; A2
1	OPTION FIELD INSTALL KIT DD2200
1	PREMIUM SOFTWARE SUPPORT (DD)
1	PREMIUM SYSTEM SUPPORT (DD)
2	POWER CORD DD NORAMERIC240V 6-15PC13 6FT
1	LICENSE REPLICATOR DD2200=IA
1	LICENSE BASE DD OE DD2200-24=IA
1	OPTION,DD 1GBE,IO MODULE,CU,4PORT
1	Ground Shipping
	Data Domain Subtotal



Lenoir County

VNXe with vSphere Replication Quote - R730 Option 07022015

2	2 C13 CORDS NEMA 5-15 125V 10A - NON DPE
8	OM3 50/125 FIBER CABLE FC-FC 3 METER
8	OM3 50/125 FIBER CABLE LC-LC 5 METER
2	DSB SW GEN RCK KIT -B
2	DS-300B 8/24P 8G BASE SWITCH
1	PREMIUM HARDWARE SUPPORT - WARR UPG
1	VNXe3200;2xSP DPE;25x2.5 DS;12x600GB 10K
1	2U DAE WITH 12 x 3.5 INCH DRIVE SLOTS
3	VNXe 3200 100GB FAST CACHE 25X2.5
9	VNXe 3200 2TB NL SAS 12X3.5
9	VNXe 3200 600GB 10K SAS 25X2.5
3	2 C13 PWRCRD W/ NEMA 5-15 PLUGS 125V 10A
1	VNXe LICENSE SOLUTION PSNT AS LAC
1	VNXE3200 FAST SUITE =IC
1	VNXE3200 BASE DUAL SP ECOSYS =IC
1	VNXE3200 Remote Protection=IC
1	ZERO DOLLAR ESRS INSTALL
1	PREMIUM SW SUPPORT
1	PREMIUM HW SUPPORT-WARR UPG
17	VNXE OE PER TB HI CAP FOR VNXe3200
5	VNXE OE PER TB PERFOR FOR VNXe3200
2	ONE 4 Port 8GB Fibre Channel IO Module
2	2 C13 CORDS NEMA 5-15 125V 10A - NON DPE
8	OM3 50/125 FIBER CABLE LC- LC 3 METER
8	OM3 50/125 FIBER CABLE LC- LC 5 METER
2	DSB SW GEN RCK KIT -B
2	DS-300B 8/24P 8G BASE SWITCH
1	PREMIUM HARDWARE SUPPORT - WARR UPG
1	VNXe3200;2xSP DPE;25x2.5 DS;12x600GB 10K
1	2U DAE WITH 12 x 3.5 INCH DRIVE SLOTS
3	VNXe 3200 100GB FAST CACHE 25X2.5
9	VNXe 3200 2TB NL SAS 12X3.5
9	VNXe 3200 600GB 10K SAS 25X2.5
3	2 C13 PWRCRD W/ NEMA 5-15 PLUGS 125V 10A



Lenoir County

VNXe with vSphere Replication Quote - R730 Option 07022015

1	VNXe LICENSE SOLUTION PSNT AS LAC
1	VNXE3200 FAST SUITE =IC
1	VNXE3200 BASE DUAL SP ECOSYS =IC
1	VNXE3200 Remote Protection=IC
1	ZERO DOLLAR ESRS INSTALL
1	PREMIUM SW SUPPORT
1	PREMIUM HW SUPPORT-WARR UPG
17	VNXE OE PER TB HI CAP FOR VNXe3200
5	VNXE OE PER TB PERFOR FOR VNXe3200
2	ONE 4 Port 8GB Fibre Channel IO Module
1	Ground Shipping

Storage Subtotal

4	VPP L1 VMware vSphere 6 Enterprise for 1 processor SnS is required and sold separately.
4	Production Support/Subscription VMware vSphere 6 Enterprise for 1 processor for 3 year Technical Support, 24 Hour Sev 1 Support – 7 days a week
1	VPP L1 VMware vCenter Server 6 Standard for vSphere 6 (Per Instance) SnS is required and sold separately.
1	Production Support/Subscription VMware vCenter Server 6 Standard for vSphere 6 (Per Instance) for 3 year Technical Support, 24 Hour Sev 1 Support – 7 days a week
2	VPP L1 VMware vCenter Site Recovery Manager 6 Standard (25 VM Pack) SnS is required and sold separately. SKU limited to quantity due to SRM Standard 75 VM maximum limitation. Cannot mix SRM Enterprise and Standard licenses.
2	Production Support/Subscription for VMware vCenter Site Recovery Manager 6 Standard (25 VM Pack) for 3 years Technical Support, 24 Hour Sev 1 Support – 7 days a week.

VMware Subtotal

6	PowerEdge R730 Server (210-ACXU)
	PowerEdge Server FIPS TPM (461-AACZ)
	PowerEdge R730/R730xd Motherboard (591-BBCH)
	Thank you for choosing Dell ProSupport Plus. For tech support, visit http://www.dell.com/contactdell (951-2015)
	Dell Hardware Limited Warranty Plus On Site Service (976-8706)



Lenoir County

VNXe with vSphere Replication Quote - R730 Option 07022015

ProSupport Plus: 7x24 HW/SW Tech Support and Assistance, 3 Year (976-8775)

ProSupport Plus: Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch, 3 Year (976-8726)

On-Site Installation Declined (900-9997)

US Order (332-1286)

PowerEdge R730 Shipping (340-AKKB)

R730/xd PCIe Riser 2, Center (330-BBCO)

R730 PCIe Riser 3, Left (330-BBCQ)

R730/xd PCIe Riser 1, Right (330-BBCR)

Broadcom 5719 QP 1Gb Network Interface Card, Low Profile (540-BBHS)

Qlogic 2562 Dual Channel 8Gb Optical Fibre Channel HBA PCIe, Low Profile (406-BBF-B)

Broadcom 5720 QP 1Gb Network Daughter Card (540-BBBW)

iDRAC8 Enterprise, integrated Dell Remote Access Controller, Enterprise (385-BBHO)

Chassis with up to 8, 2.5" Hard Drives (350-BBEN)

Fresh Air Cooling, PowerEdge R730 (384-BBDV)

Bezel (350-BBEJ)

Performance BIOS Settings (384-BBBL)

Unconfigured RAID for H330/H730/H730P (1-16 HDDs or SSDs) (780-BBKC)

PERC H330 Integrated RAID Controller (405-AAEF)

Intel Xeon E5-2620 v3 2.4GHz, 15M Cache, 8.00GT/s

QPI, Turbo, HT, 6C/12T (85W) Max Mem 1866MHz (338-BFFV)

Upgrade to Two Intel Xeon E5-2620 v3 2.4GHz, 15M Cache, 8.00GT/s

QPI, Turbo, HT, 6C/12T (85W) (374-BBHC)

(16) 16GB RDIMM, 2133 MT/s, Dual Rank, x4 Data Width (370-ABUG)



Lenoir County

VNXe with vSphere Replication Quote - R730 Option 07022015

2133MT/s RDIMMs (370-ABUF)

Performance Optimized (370-AAIP)

(3) 300GB 15K RPM SAS 6Gbps 2.5in Hot-plug Hard Drive, 13G (400-AEEH)

Electronic System Documentation and OpnManage DVD Kit,
PowerEdge R730/xd (631-AAJG)

DVD ROM, SATA, INTERNAL (429-AAPU)

ReadyRails Sliding Rails With Cable Management Arm (770-BBBR)

Dual, Hot-plug, Redundant Power Supply (1+1), 750W (450-ADWS)

(2) NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m),
Power Cord, North America (450-AALV)

No Operating System (619-ABVR)

No Media Required (421-5736)

DIMM Blanks for System with 2 Processors (370-ABWE)

Standard Heatsink for PowerEdge R730/R730xd (374-BBHM)

Standard Heatsink for PowerEdge R730/R730xd (374-BBHM)

Dell Server Subtotal



Lenoir County

VNXe with vSphere Replication Quote - R730 Option 07022015

38 20' Cat6 Patch Cable with booted RJ45 terminations, Green
37 20' Cat6 Patch Cable with booted RJ45 terminations, Blue
Cables Subtotal

180 Implementation Services (per hour), Team IA will invoice for the actual hours used and will not proceed beyond the estimated amount without prior written approval from client's authorized representative. Hourly rates are inclusive of travel expenses. Hourly rate quoted is for services provided during normal business hours (M-F, 8am-5pm, excluding holidays). Services provided outside regular business hours and on holidays will be charged a factor of 1.3x the regular business hour rate. Tasks to be worked on include:

- Rack and stack all physical equipment
- Update code and firmware
- Connect cabling to all equipment
- Label networking cables
- Install ESXi
- Perform FC Zoning, provision LUNs, allocate data stores
- Build template and deploy VM's (vCenter, SRM, etc.)
- Migrate VM's from old hardware to new
- Configure DR domain controller
- Configure vSphere replication
- Install SRM and configure recovery plan
- Test SRM recovery plan
- Implement new Data Domain appliances and setup as targets in Networker
- Knowledge Transfer
- Project Management

Services Subtotal

VNXe with vSphere Replication Subtotal

Sales Tax

Total

Above Prices are good for 30 days. Today's date is: 7/2/15
Payment terms will be Net 30 Days.
Hardware and Software to be invoiced upon delivery. Partial shipments and invoices may occur.
Subject to continuing credit approval.
All purchase orders are to be deemed non-cancelable/non-returnable unless authorized by Team IA in writing. Standard Manufacturer's warranty applies.
Pricing and availability subject to change without notice.

6.75% Sales Tax Rate Applied

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED TO THIRD PARTY. MUST BE STORED IN LOCKED FILES WHEN NOT IN USE.

P.O. Box 1643
Lexington, SC 29071 1643
(803) 356-7676 fax (803) 356-4942

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: _____

Do you require a P.O.# to be referenced on invoices you receive from us? YES NO

P.O.#: _____

Do you have multiple leases, and would like them all billed on one invoice (summary billing)? YES NO

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 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 5 Report number (For IRS Use Only) 3

6 City, town, or post office, state, and ZIP code 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	XXXXXX
12	Health and hospital	12	XXXXXX
13	Transportation	13	XXXXXX
14	Public safety	14	XXXXXX
15	Environment (including sewage bonds)	15	XXXXXX
16	Housing	16	XXXXXX
17	Utilities	17	XXXXXX
18	Other. Describe ▶	18	XXXXXX

19 If obligations are TANs or RANs, check only box 19a
 If obligations are BANs, check only box 19b
 20 If obligations are in the form of a lease or installment sale, check box

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	XXXXXX	\$ XXXXXX	\$ XXXXXX	XXXXXX years	XXXXXX %

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

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

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 ▶ XXXXXX years

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

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

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

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 (see 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:CAR:MP:T:M:S, 1114 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: Equipment Lease Purchase Agreement dated as of SEPTEMBER 1, 2015, between **De Lage Landen Public Finance LLC**, as Lessor, and COUNTY OF LENOIR, as Lessee.

In accordance with the Equipment 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 7.02** 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 <u>COUNTY OF LENOIR</u>
	Signature _____ Date _____
	Print Name _____
	Title _____

07PFDOC052v1

INTRODUCED BY: Michael W. Jarman, County Manager **DATE:** 7/20/15 **ITEM NO.** 12

RESOLUTION: Approval of Utility Easement to Duke Energy Progress.

SUBJECT AREA: Administrative

ACTION REQUESTED: To grant a utility easement on flood buy-out property located at 1419 Hwy 258 South of Kinston to Duke Energy Progress for the erection of electrical power lines along the highway right-of-way (Lenoir County tax parcel 4524-09-16-6099, tax record number 18238) and authorize the Chairman of the Lenoir County Board of Commissioners to execute the easement on behalf of the County.

HISTORY/BACKGROUND: Lenoir County received notification from a representative of Duke Energy Progress in March 2015, requesting permission to erect electrical power lines along the highway right-of-way of Hwy 258 South across flood buy-out property owned by Lenoir County. Contact was made with the North Carolina Division of Emergency Management in Raleigh to determine if formal approval from FEMA Region IV was necessary for this project. It was determined since nothing was to touch the property physically, formal approval was not required.

EVALUATION: Duke Energy Progress will erect power lines along the highway right-of-way at 1419 Hwy. 258 South, but will not physically encroach on the property.

MANAGER'S RECOMMENDATION:

Respectfully recommend approval


Initials

RESOLUTION: NOW THEREFORE BE IT RESOLVED by the Lenoir County Board of Commissioners that a utility easement on flood buy-out property located at 1419 Hwy. 258 South in Kinston for Duke Energy Progress is approved.

AMENDMENTS:

Moved _____ Seconded _____

Approved _____ Denied _____ Unanimous _____

Yea Votes: Hill _____ Brown _____ Best _____ Daughety _____

Davis _____ Rouse _____ Sutton _____

Craig Hill, Chairman

Date

Attest

Date

EASEMENT

NORTH CAROLINA

LENOIR COUNTY NO EXCISE TAX PARCEL 4524-16-6099

THIS EASEMENT made this _____ day of _____, 20 15, from LENOIR COUNTY, A BODY POLITIC, hereinafter referred to as GRANTOR (whether one or more), to DUKE ENERGY PROGRESS, INC., hereinafter referred to as DEP;

WITNESSETH:

THAT GRANTOR, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto DEP, its successors and assigns, the right, privilege, and easement to go in and upon the land of GRANTOR situated in Neuse Township of said County and State, described as follows: being the land described in a deed from Harvey Dennis Ham and wife, Sheila C. Ham, to Lenoir County, dated April 5, 2002 and recorded in Book 1262, Page 401, Lenoir County Registry, LESS AND EXCEPT any prior out-conveyances, and to construct, maintain, and operate electric and/or communication facilities thereon consisting of poles, cables, wires, guys, anchors, underground conduits, and other pertinent facilities within an easement area thirty (30) feet wide, with the right to do all things necessary, including, but not being limited to, the right: (a) to enter said easement area at all times over the adjacent land to inspect, repair, maintain, and alter said facilities; (b) to keep said easement area cleared of trees, shrubs, undergrowth, buildings, structures, and obstructions; (c) to trim or cut any tree adjacent to said easement area that may, in the opinion of DEP, endanger the overhead facilities or hinder the maintenance, operation, and use of the same; and (d) to install, at angle points of the overhead facilities, guy wires and anchors outside of said easement area. The center line of the facilities shall be the center line of said easement area. **DEP shall not install facilities outside of said easement area without obtaining another EASEMENT, except for those facilities that may be installed as set forth in item (d) above.**

TO HAVE AND TO HOLD said rights, privilege, and easement unto DEP, its successors and assigns, forever. IN WITNESS WHEREOF, GRANTOR has caused this EASEMENT to be signed by its duly authorized officials and its official seal to be hereunto affixed, pursuant to a resolution of its governing body, as of the date first above written.

LENOIR COUNTY

By: _____
CRAIG HILL _____, Chairman,
Board of Commissioners

ATTEST:

VICKIE F. KING, _____ Clerk

(Affix Official Seal)

NORTH CAROLINA, LENOIR COUNTY

I, _____, a Notary Public of Lenoir County, North Carolina, certify that Vickie F. King personally appeared before me this day and acknowledged that she is _____ Clerk of LENOIR COUNTY, and that by authority duly given and as the act of said COUNTY, the foregoing EASEMENT was signed in its name by its _____ Chairman, sealed with its official seal, and attested by _____ self as its _____ Clerk.

Witness my hand and notarial seal, this _____ day of _____, 20 15.

Notary Public

(Notary Seal)

My commission expires: _____

The foregoing certificate of _____ is certified to be correct. This EASEMENT and this certificate are duly registered at the date and time and in the book and page shown on the first page hereof.

Register of Deeds for _____ County

By: _____ Deputy/Assistant

INTRODUCED BY: Michael W. Jarman, County Manager DATE: 07/20/2015 ITEM NO. 13

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>
16879	Vacant Lot, Summit Street, LaGrange, NC
34456	902 Herbert Drive, Kinston, NC

MANAGER'S RECOMMENDATION:

Respectfully recommend approval.

MW
Initials

RESOLUTION: NOW THEREFORE BE IT RESOLVED by the Lenoir County Board of Commissioners that the 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: Hill _____ Brown _____ Best _____ Daughety _____

Davis _____ Rouse _____ Sutton _____

Craig Hill, Chairman

Date

ATTEST

Date

INTRODUCED BY: Michael W. Jarman, County Manager **DATE:** 7/20/15 **ITEM NO.** 14

RESOLUTION: Authorizing Asbestos Abatement in County Owned Building: 115 W. Bright Street: Enviro Assessments East, Inc.: \$8,925.

SUBJECT AREA: Purchases / Bids

ACTION REQUESTED: The Board is requested to authorize the abatement of asbestos in the County owned building located at 115 W. Bright Street by Enviro Assessments East, Inc. at a cost of \$8,925.

HISTORY/BACKGROUND: Lenoir County owns a building located at 115 W. Bright Street. For many years, the building housed the MIS Department and after they relocated to the basement of the Courthouse, the County began storing voting machines in the building. Whenever OSHA came and inspected County buildings in 2012, they recommended several buildings be tested for asbestos. The testing was done by KCI and the results for this building were positive for asbestos. Not only is there asbestos in the building, there are structural and mold issues as well. Before the structure can be torn down, asbestos abatement has to be done. Lenoir County Maintenance contacted the same firm which did the asbestos abatement at 220-228 E. Gordon Street to quote the asbestos abatement. Enviro Assessments East, Inc. of Dover, N.C. provided a quote of \$8,925 for the asbestos abatement of floor tiles, TSI air cell insulation, tank insulation, and window and door caulking. The quoted price of \$8,925 includes the cost of obtaining all state permits for abatement.

EVALUATION: The County owned building located at 115 W. Bright Street was inspected by OSHA in 2012 and they requested the building be tested for asbestos. The testing came back positive and due to structural and mold issues as well, it is recommended the building be torn down. Prior to demolition, the asbestos has to be abated. The County Maintenance Director solicited a bid for asbestos abatement from Enviro Assessments East, Inc. of Dover, N.C., who is the only local licensed asbestos abatement contractor, and the contractor who removed the asbestos from the County owned building at 220-228 E. Gordon Street.

MANAGER'S RECOMMENDATION:

Respectfully recommend approval.



RESOLUTION: NOW THEREFORE BE IT RESOLVED by the Lenoir County Board of Commissioners that the abatement of asbestos in the County owned building located at 115 W. Bright Street by Enviro Assessments East, Inc. at a total cost of \$8,925 is approved.

Funding Source: 10-5310-3500

AMENDMENTS:

MOVED _____ **SECONDED** _____

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

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

Rouse ___ Sutton ___

Craig Hill, Chairman

Date

Attest

Date

BUDGET ORDINANCE AMENDMENT: GENERAL FUND: NON-DEPARTMENTAL: \$13,580.: INCREASE



LENOIR COUNTY, NORTH CAROLINA
BUDGET AMENDMENT REQUEST

FY 2014 - 2015
 Appropriations

Budget Amendment # _____
 Date Approved _____

Distribution - Finance Office:

PRIOR YEAR

FUND		DEPARTMENT		LINE ITEM DESCRIPTION	
GENERAL		NON-DEPARTMENTAL		VARIOUS	
Check One Box New Appropriation: <input 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>		
10-3214-1100	2014 TAX LEVY	13,580.00	10-4200-1913	PROF SVCS-BUS PER PROP AUDIT	13,580.00
Total		13,580.00	Total		13,580.00

Reason and Justification for Request:
 To appropriate additional property tax revenue received by the County as a result of a business personal property tax audit being conducted by County Tax Services, Inc. The County contracted with County Tax Services, Inc. in May of 2010 to conduct the audit. County Tax Services, Inc. receives a 30% commission on all business personal property discoveries found as a result of the audit. The County pays this commission only after the taxpayer pays the discovery tax bill. The Board approved the contract with County Tax Services, Inc. on May 17, 2010, Item #8.

Department Head Approval	Date	Finance Officer Approval	Date
<i>Martina H. Martin</i>	<i>6/29/2015</i>	<i>Martina H. Martin</i>	<i>6/29/2015</i>

Budget Officer Approval	Date
<i>Michael W. Gorman</i>	<i>6/29/2015</i>

Board Approval (When Applicable)	Date	Date of Minutes

BUDGET ORDINANCE AMENDMENT: GENERAL FUND: PROCESS FUNDS: \$120,000. INCREASE



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

FY 2015 - 2016
Appropriations

Budget Amendment # _____
Date Approved _____

Distribution - Finance Office:

FUND	DEPARTMENT	LINE ITEM DESCRIPTION	
GENERAL	PROCESS FUNDS	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>	
10-3402-3637 GRANT-8TH JUDICIAL DISTR COMMUN INTERV PF	120,000.00	10-4201-6363 8TH JUDICIAL DISTR COMMUN INTERV GRANT	120,000.00
Total	120,000.00	Total	120,000.00

Reason and Justification for Request:
 BUDGET AMENDMENT TO SET UP FUNDS FROM THE NC DEPT OF JUVENILE JUSTICE AND DELINQUENCY PREVENTION (DJJDP). THIS GRANT WAS PREVIOUSLY AWARDED IN NOVEMBER AND WOULD ROLL FORWARD INTO THE NEXT FISCAL YEAR, BUT IT IS NOW BEING AWARDED BASED ON THE COUNTY'S FISCAL YEAR. THESE FUNDS ARE TO COVER THE THREE COUNTY REGION OF THE 8TH JUDICIAL DISTRICT (WAYNE, GREENE & LENOIR) CLIENTS.

Department Head Approval	Date	Finance Officer Approval	Date
<i>Martha H. Martin</i>	7/13/2015	<i>Martha H. Martin</i>	7/13/2015
Budget Officer Approval	Date		
<i>Michael W. Jarman</i>	7/14/15		
Board Approval (When Applicable)	Date	Date of Minutes	

BUDGET ORDINANCE AMENDMENT: FIRE DISTRICTS: FIRE PROTECTION: \$271,450. INCREASE



LENOIR COUNTY, NORTH CAROLINA
BUDGET AMENDMENT REQUEST

FY 2014 - 2015

Appropriations

Budget Amendment # _____

Date Approved _____

Distribution - Finance Office:

(PRIOR YEAR)

FUND		DEPARTMENT		LINE ITEM DESCRIPTION	
FIRE DISTRICTS		FIRE PROTECTION		VARIOUS	
Check One Box New Appropriation: <input checked="" type="checkbox"/> Line Item Transfer: <input type="checkbox"/>			Check One Box New Appropriation: <input checked="" type="checkbox"/> Line Item Transfer: <input type="checkbox"/>		
REVENUES			EXPENDITURES		
Account # and Title	Amount	Account # and Title	Amount		
<u>INCREASE</u>		<u>INCREASE</u>			
50-3400-0000 REVENUE ADJUSTMENT FY13-14	40,322.00	50-4340-6990 CONTRACTED SERVICES	40,322.00		
51-3400-0000 REVENUE ADJUSTMENT FY13-14	35,571.00	51-4340-6990 CONTRACTED SERVICES	35,571.00		
52-3400-0000 REVENUE ADJUSTMENT FY13-14	48,464.00	52-4340-6990 CONTRACTED SERVICES	48,464.00		
53-3400-0000 REVENUE ADJUSTMENT FY13-14	28,102.00	53-4340-6990 CONTRACTED SERVICES	28,102.00		
54-3400-0000 REVENUE ADJUSTMENT FY13-14	4,336.00	54-4340-6990 CONTRACTED SERVICES	4,336.00		
55-3400-0000 REVENUE ADJUSTMENT FY13-14	28,952.00	55-4340-6990 CONTRACTED SERVICES	28,952.00		
56-3400-0000 REVENUE ADJUSTMENT FY13-14	14,269.00	56-4340-6990 CONTRACTED SERVICES	14,269.00		
57-3400-0000 REVENUE ADJUSTMENT FY13-14	22,759.00	57-4340-6990 CONTRACTED SERVICES	22,759.00		
58-3400-0000 REVENUE ADJUSTMENT FY13-14	22,125.00	58-4340-6990 CONTRACTED SERVICES	22,125.00		
59-3400-0000 REVENUE ADJUSTMENT FY13-14	8,268.00	59-4340-6990 CONTRACTED SERVICES	8,268.00		
60-3400-0000 REVENUE ADJUSTMENT FY13-14	5,602.00	60-4340-6990 CONTRACTED SERVICES	5,602.00		
62-3400-0000 REVENUE ADJUSTMENT FY13-14	12,680.00	62-4340-6990 CONTRACTED SERVICES	12,680.00		
Total	271,450.00	Total	271,450.00		
Reason and Justification for Request:					
TO APPROPRIATE FUNDS TO COVER ESTIMATED REVENUES AND EXPENDITURES FOR ALL FIRE DISTRICTS FOR THE REMAINDER OF FY 14-15.					
Department Head Approval		Date	Finance Officer Approval		Date
<i>Marcia H. Martin</i>		<i>6/22/2015</i>	<i>Marcia H. Martin</i>		<i>6/22/2015</i>
Budget Officer Approval		Date			
<i>Michael W. Lamm</i>		<i>6/23/15</i>			
Board Approval (When Applicable)		Date	Date of Minutes		

INTRODUCED BY: Michael W. Jarman, County Manager DATE: 7/20/15 ITEM NO.: 18

RESOLUTION: Approve Purchase of Munis Financial, Payroll, and HR Management Software: Tyler Technologies: \$365,270.00

SUBJECT AREA: Purchases / Bids

ACTION REQUESTED: The Board is requested to approve the purchase of Munis Financial, Payroll, and HR Management Software from Tyler Technologies in the amount of \$365,270 and authorize the County Manager to execute all documents for the purchase on behalf of Lenoir County.

HISTORY / BACKGROUND: The Lenoir County Finance Department has utilized Logics Financial Software since 1992. Lenoir County is one of the last remaining counties utilizing Logics Financials. Logics main focus has been small municipalities and water and sewer authorities that bill utility customers. In 2005, an upgrade to a Microsoft windows based system was purchased from Logics, along with a budget preparation module. The payroll module was not upgraded and the fixed asset module is no longer supported. Tyler Technologies is the largest software company in the nation providing integrated software and technology services to cities, counties, states, and school districts. Currently in the US, 620 cities, 210 counties, 307 school districts, and 149 authorities and non-profits utilize Tyler's Munis software. In North Carolina, 47 of 100 counties currently utilize Tyler's Munis software. Lenoir County MIS and the Finance Department have investigated several software options and feel that Tyler Technologies provides the best products and support to meet the current and future needs of the County. Tyler Technologies allows the County to select the software modules needed and not incorporate unnecessary or seldom used features. All Tyler software modules are integrated, which would allow for future additions, as needed, for Tax, CAMA (Revaluation), or Inspections. The Financial software modules and support services include: Accounting, General Ledger, Accounts Payable, Accounts Receivable, Purchasing, Fixed Assets, NC Sales Tax Reimbursement, HR Management, Applicant Tracking, Munis Analytics & Reporting, Tyler Content Manager, Tyler Forms Processing, Check Reconciliation, Positive Pay, Secure Signature System, Data Conversion, and Training.

EVALUATION: The Lenoir County Finance Department has utilized Logics Financial Software since 1992. In 2005, an upgrade to a Microsoft windows based system was purchased from Logics, along with a budget preparation module. The payroll module was not upgraded and the fixed asset module is no longer supported. Tyler Technologies is the largest software company in the nation providing integrated software and technology services to cities, counties, states, and school districts. Lenoir County MIS and the Finance Department have investigated several software options and feel that Tyler Technologies provides the best products and support to meet the current and future needs of the County.

MANAGER'S RECOMMENDATION:

Respectfully Request Approval



Initials

RESOLUTION: NOW THEREFORE BE IT RESOLVED by the Lenoir County Board of Commissioners that the purchase of Munis Financial, Payroll, and HR Management Software from Tyler Technologies, in the amount of \$365,270 is approved, and be it further resolved the County Manager is authorized to execute all documents for the purchase on behalf of Lenoir County.

AMENDMENTS:

MOVED _____ **SECOND** _____

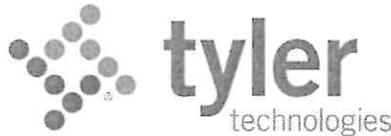
APPROVED _____ **DENIED** _____ **UNANIMOUS** _____

YEA VOTES: Hill _____ Brown _____ Best _____ Daughety _____

Davis _____ Rouse _____ Sutton _____

Craig Hill, Chairman 7/20/15
Date

Attest Date



LICENSE AND SERVICES AGREEMENT

This License and Services Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to license the software products and perform the services set forth in the Investment Summary and Tyler desires to perform such actions under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **“Agreement”** means this License and Services Agreement.
- **“Business Travel Policy”** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **“Client”** means Lenoir County.
- **“Defect”** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **“Developer”** means a third party who owns the intellectual property rights to Third Party Software.
- **“Documentation”** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **“Effective Date”** means the date on which your authorized representative signs the Agreement.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Investment Summary”** means the agreed upon cost proposal for the software, products, and services attached as Exhibit A.
- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Maintenance and Support Agreement”** means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit C.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party End User License Agreement(s)”** means the end user license agreement(s), if any, for the Third Party Software attached as Exhibit D.

- “Third Party Hardware” means the third party hardware, if any, identified in the Investment Summary.
- “Third Party Products” means the Third Party Software and Third Party Hardware.
- “Third Party Software” means the third party software, if any, identified in the Investment Summary.
- “Tyler” means Tyler Technologies, Inc., a Delaware corporation.
- “Tyler Software” means our proprietary software and related interfaces identified in the Investment Summary and licensed to you through this Agreement.
- “we”, “us”, “our” and similar terms mean Tyler.
- “you” and similar terms mean Client.

SECTION B – SOFTWARE LICENSE

1. License Grant and Restrictions.

- 1.1 We grant to you a license to use the Tyler Software for your internal business purposes only. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Tyler Software are perpetual but may be revoked if you do not comply with the terms of this Agreement.
- 1.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
- 1.3 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.
- 1.4 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.
- 1.5 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance associated with such transfer.
- 1.6 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. **The Tyler Software is licensed, not sold.**

2. License Fees. You agree to pay us the license fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

3. Escrow. We maintain an escrow agreement with a third party under which we place the source code for each major release of the Tyler Software. You may be added as a beneficiary to the escrow agreement by completing a standard beneficiary enrollment form and paying the annual beneficiary fee (currently \$800) directly to the escrow agent. You will be responsible for maintaining your ongoing status as a beneficiary, including payment of the then-current annual beneficiary fees. Release of source code for the Tyler Software is strictly governed by the terms of the escrow agreement.

4. Limited Warranty. We warrant that the Tyler Software will be without Defect(s) as long as you have a

Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement.

SECTION C – PROFESSIONAL SERVICES

1. Services. We will provide you the various implementation-related services itemized in the Investment Summary. You will receive those services according to our industry-standard implementation plan, which outlines roles and responsibilities in calendar and project documentation. We will finalize that documentation with you upon execution of this Agreement.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Those amounts are payable in accordance with our Invoicing and Payment Policy.
3. Additional Services. The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days.
4. Cancellation. We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. You agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us. You further agree to provide a reasonably suitable environment, location, and space for the installation of the Tyler Software and Third Party Products, including, without limitation, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Tyler Software and Third Party Products.
7. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services you have contracted for. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to

provide such cooperation and assistance (either through action or omission).

SECTION D – MAINTENANCE AND SUPPORT

We will provide you with maintenance and support services for the Tyler Software under the terms of our standard Maintenance and Support Agreement. You agree to pay us the annual maintenance and support fees in accordance with our Invoicing and Payment Policy.

SECTION E – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. Upon payment in full of the Third Party Software license fees, you will receive a non-transferable license to use the Third Party Software and related documentation for internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party End User License Agreement(s).
 - 2.1 We will install onsite the Third Party Software. The installation cost is included in the installation fee in the Investment Summary.
 - 2.2 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, you will be required to pay such additional future fee.
 - 2.3 The right to transfer the Third Party Software to a replacement hardware system is governed by the Developer. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance associated with such transfer.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.
 - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
 - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Maintenance. If you have a Maintenance and Support Agreement in effect, you may report defects and other issues related to the Third Party Software directly to us, and we will (a) directly address the defect or issue, to the extent it relates to our interface with the Third Party Software; and/or (b) facilitate resolution with the Developer, unless that Developer requires that you have a separate, direct maintenance agreement in effect with that Developer. In all events, if you do not have a Maintenance and Support Agreement in effect with Tyler, you will be responsible for resolving defects and other issues related to the Third Party Software directly with the Developer.

SECTION F – INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the fees for the license(s), products, and services in the Investment Summary per our Invoicing and Payment Policy, subject to Section F(2).
2. Invoice Disputes. If you believe any delivered product or service does not conform to the warranties in this Agreement, you will provide us with written notice within fifteen (15) days of your receipt of the applicable invoice. The written notice must contain sufficient detail of the issues you contend are in dispute. We will provide a written response to you that will include either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work together as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may only withhold payment of the amount(s) actually in dispute until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services, including maintenance and support services, if you fail to pay an invoice not disputed as described above.

SECTION G – TERMINATION

1. For Cause. You may terminate this Agreement for cause in the event we don't cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within forty-five (45) days of receiving a written notice of the alleged breach. You agree to comply with Section I(3), Dispute Resolution, prior to termination. In the event of termination for cause, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination.
2. Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to purchase, lease, operate, or maintain the products or services set forth in this Agreement, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. In the event of termination due to a lack of appropriations, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. You will not be entitled to a refund or offset of previously paid license and other fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.
3. Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of scheduled tasks for a period of forty-five (45) days or more. In the event of termination due to Force Majeure, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination.

SECTION H – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.
 - 1.1 We will defend you against any third party claim(s) that the Tyler Software infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any

resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

1.2 Our obligations under this Section H(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.

1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately.

1.4 If, as a result of an infringement or misappropriation claim, your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler Software. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. Property Damage and Personal Injury Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all direct claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by our negligence or willful misconduct.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all direct claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO THE LESSER OF (A) YOUR ACTUAL DIRECT DAMAGES OR (B) THE AMOUNTS PAID BY YOU UNDER THIS AGREEMENT.**

THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS H(1) AND H(2).

5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; and (d) Workers Compensation complying with applicable statutory requirements. We will add you as an additional insured and provide you with copies of certificates of insurance upon written request.

SECTION I – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date, and thereafter at our then-current list price, by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. **Optional Items.** Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. **Dispute Resolution.** You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will meet within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. **Taxes.** The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes arising from our performance of this Agreement.
5. **Nondiscrimination.** We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. No Assignment. Neither party may assign this Agreement without the prior written consent of the other party; provided, however, that your consent is not required in the event we have a change of control.
9. Force Majeure. Neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party End User License Agreement(s).
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.

17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile.
20. Multiple Originals and Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature.
21. Contract Documents. This Agreement includes the following exhibits:
- | | |
|-----------|---|
| Exhibit A | Investment Summary |
| Exhibit B | Invoicing and Payment Policy
Schedule 1: Business Travel Policy |
| Exhibit C | Maintenance and Support Agreement
Schedule 1: Support Call Process |
| Exhibit D | Third Party End User License Agreement(s) |

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.
ERP and Schools Division

Lenoir County

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096

Address for Notices:

Lenoir County
130 South Queen St.
Kinston, North Carolina 28502-3289

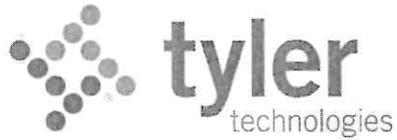


Exhibit A

Investment Summary

The following Investment Summary details the software, products, and services to be delivered by Tyler Technologies, Inc. to Lenoir County under your License and Services Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your License and Services Agreement.

See Tyler Sales Quotation # 2014-7811

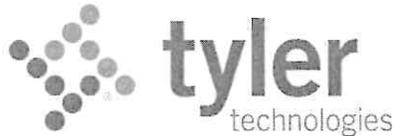


Exhibit B Invoicing and Payment Policy

Tyler Technologies, Inc. will provide you with the software, products, and services set forth in the Investment Summary of your License and Services Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your License and Services Agreement.

Invoicing: We will invoice you for the applicable license fees, products, and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in your License and Services Agreement.

1. Tyler Software.

1.1 *License Fees:* License fees are invoiced as follows: (a) 25% (\$43,150) on the Effective Date; (b) 50% (\$86,300) on the date when we make the applicable Tyler Software available to you for downloading (the "Available Download Date"); and (c) 25% (\$43,150) ninety (90) days after the Available Download Date.

1.2 *Maintenance and Support Fees:* The first year maintenance and support fees (\$39,025) for the one (1) year period commencing on the Available Download Date are waived. Subsequent maintenance and support fees are invoiced annually in advance on each anniversary of the Available Download Date.

2. Professional Services.

2.1 *Project Planning Services:* Project planning services fee of \$6,000 is invoiced upon delivery of the Implementation Planning Document.

2.2 *Data Conversion Services:* Data conversion services are invoiced 50% upon initial delivery of converted data, by conversion option, and 50% upon Client acceptance to load converted data into live environment, by conversion option.

2.3 *Implementation and Other Professional Services (excluding training):* Implementation and other professional services (excluding training) are billed at daily rates, and invoiced on a monthly basis as delivered.

2.4 *Training Services:* Training services are billed in half-day and full-day increments as delivered, and invoiced on a monthly basis.

2.5 *Requested Modifications to the Tyler Software:* Requested modifications to Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30)

days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed.

1. Third Party Products.

1.1 *Third Party Software License Fees:* License fees for Third Party Software are invoiced when we make it available to you for downloading.

1.2 *Third Party Software Maintenance:* The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.

1.3 *Third Party Hardware:* Third Party Hardware costs are invoiced upon delivery.

2. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided on an exception basis at no charge. You will incur an administrative fee if you request receipts for all non-per diem expenses. Receipts for mileage or miscellaneous items less than twenty-five dollars are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. Maintenance and support fees are due on each anniversary of the Available Download Date. We prefer to receive payments electronically. Our electronic payment information is:

Bank:	Wells Fargo Bank, N.A. 420 Montgomery San Francisco, CA 94104
ABA:	121000248
Account:	4124302472
Beneficiary:	Tyler Technologies, Inc. – Operating



Exhibit B Schedule 1 Business Travel Policy

1. Air Travel

A. Reservations & Tickets

Tyler's Travel Management Company (TMC) will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven day advance booking requirement is mandatory. When booking less than seven days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is scheduled to exceed six hours, only economy or coach class seating is reimbursable.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five days = one checked bag
- Six or more days = two checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.



B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a “mid-size” or “intermediate” car. “Full” size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler’s TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler’s work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

“No shows” or cancellation fees are not reimbursable if the employee does not comply with the hotel’s cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

- Breakfast 15%
- Lunch 25%
- Dinner 60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.



Exhibit C Maintenance and Support Agreement

Tyler Technologies, Inc. will provide you with the following maintenance and support services for the Tyler Software licensed to you. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your License and Services Agreement.

1. Term. We provide maintenance and support services on an annual basis. The initial term commences on the date when we make the applicable Tyler Software available to you for downloading (the "Available Download Date") and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms at Tyler's then-current maintenance and support fees, unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.
2. Maintenance and Support Fees. The maintenance and support fees for the Tyler Software licensed to you are listed in the Investment Summary of your Agreement. Those amounts are payable in accordance with our Invoicing and Payment Policy. We will provide you with at least forty-five (45) days written notice of any change in your annual maintenance and support fees. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within sixty (60) days of the due date. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.
3. Maintenance and Support Services. As long as you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:
 - 3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to conform the Tyler Software to the warranty set forth in your Agreement; provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;
 - 3.2 provide telephone support during our established support hours;
 - 3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software in order to provide maintenance and support services;
 - 3.4 provide you with a copy of all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
 - 3.5 support prior releases of the Tyler Software in accordance with our then-current release life cycle policy.

4. Client Responsibilities. We will use all reasonable efforts to perform any maintenance and support services remotely. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we can't resolve a support issue remotely, we may be required to provide onsite services. In such event, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.
5. Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a defect in the Tyler Software); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware; (f) support outside our normal business hours as listed in our then-current Support Call Process; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services beyond those outlined in this section will be billed to you at our then current rates.
6. Current Support Call Process. Our current Support Call Process is attached to this Exhibit C at Schedule 1.



**Exhibit C
Schedule 1
Support Call Process**

Tyler Technical Support Department for Munis®

Goal: To provide an effective support mechanism that will ensure timely resolution to calls, resulting in high-level client satisfaction.

Contact Us

Call Tyler’s toll free number (800-772-2260) or log a support request online through the Tyler Client Portal available at Tyler’s Support Web site (www.tylertech.com).

Support Organization

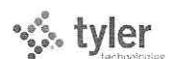
Tyler’s Technical Support Department for its ERP/Schools Division (also referred to as “Munis”) is divided into multiple teams: Financials; Payroll/HR/Pension; Tax/Other Revenue and Collections; Utility Billing and Collections; OS/DBA (Operating System and Database Administration); and TylerForms and Reporting Services.

These “product-specific” teams allow support staff to focus on a group of products or services. A group of specialists assigned to each team handle calls quickly and accurately.

Each team consists of a Munis Support Product Manager, Support Analysts, and Technical Support Specialists. The Support Product Manager is responsible for the day-to-day operations of the team and ensures we provide exceptional technical support to our clients. The Support Analysts are responsible for assisting the team with clients’ issues, and provide on-going team training. Technical Support Specialists are responsible for diagnosing and resolving client issues in a timely and courteous manner.

Standard Support Hours

Applications	Hours
Financials	8:00am-9:00pm EST Monday-Friday
Payroll/HR/Pension	8:00am-9:00pm EST Monday-Friday
Tax/Other Revenue & Collections	8:00am-6:00pm EST Monday-Friday
Utility Billing & Collections	8:00am-8:00pm EST Monday-Friday
OS/DBA	8:00am-9:00pm EST Monday-Friday
TylerForms, Reporting Services and TCM	8:00am-9:00pm EST Monday-Friday



Focus on Incoming Rate

When you call Technical Support, your call is answered by a Support Technician, or is transferred into the Support voice mail. *Our goal is to capture 75 percent of our daily incoming calls*, which means you will often start working with a Support Specialist immediately upon calling Tyler.

Leaving Messages for Support

When leaving a message on the Support voice mail, ensure the following information is contained within the message:

- your full name (first name, last name) and the site you are calling for/from;
- a phone number where you can be reached;
- the details of the issue or question you have (i.e.: program, • process, error message);
- the priority of the issue (1, 2, 3, or 4); and
- when you will be available for a return call (often Support will call back within an hour of receiving your message).

Paging

All client questions are important to us. There may be times when you are experiencing a priority 1 critical issue and all technicians for the requested team are on the line assisting clients. In this circumstance, it is appropriate to press “0” to be redirected to the operator. The operator will page the team you need to contact. We ask that you reserve this function for those times when Munis is down, or a mission critical application is down and you are not able to reach a technician immediately.

Online Support

Some questions can be handled effectively by email. Once registered as a user on Tyler’s Support Web site at www.tylertech.com, you can ask questions or report issues to Support through “Customer Tools”. Tyler’s Client Portal (TCP) allows you to log an incident to Technical Support anytime from any Internet connection. All TCP account, incident, and survey data is available in real-time.

Your existing contact information defaults when you add a new Support incident. You will be asked for required information including Incident Description, Priority, Product Group, and Product Module. Unlimited work-note text is available for you to describe the question or problem in detail, plus you can attach files or screenshots that may be helpful to Support.

When a new incident is added, the incident number is presented on the screen, and you will receive an automated email response that includes the incident number. The new incident is routed to the appropriate Technical Support Team queue for response. They will review your incident, research the item, and respond via email according to the priority of the incident.

Customer Relationship Management System

Every call or email from you is logged into our Customer Relationship Management System and given a unique call number. This system tracks the history of each incident, including the person calling, time of the call, priority of the call, description of the problem, support recommendations, client feedback, and resolution. For registered users on Tyler’s Support Web site (www.tylertech.com), a list of calls is available real-time under the Tyler Client Portal (TCP).

Call Numbers

Support's goal is to return clients' calls as soon as possible. Priority 1 calls received before the end of business will be responded to that day. If you are not available when we call back, we will leave a message with the open call number on your voice mail or with a person in your office. When you call back, you can reference this call number so you do not have to re-explain the issue.

An open call number is also given to you once an initial contact has been made with Support and it has been determined that the issue can't be resolved during the initial call. The open call number lets you easily track and reference specific open issues with Support.

Call Response Goals

Support will use all reasonable efforts to address open calls as follows:

Open Call Priority	Maximum number of days a support call is open	Support managers and analysts review open calls
1	Less than a day	Daily
2	10 Days or less	Every other day
3	30 Days or less	Weekly
4	60 Days or less	Weekly

Call Priorities

A call escalation system is in place where, each day, Support Analysts and Product Support Managers review open calls in their focus area to monitor progress.

Each call logged is given a priority (1, 2, 3, and 4) according to the client's needs/deadlines. The goal of this structure is to clearly understand the importance of the issue and assign the priority for closure. The client is responsible for setting the priority of the call. Tyler Support for Munis tracks responsiveness to priority 1, 2, and 3 calls each week. This measurement allows us to better evaluate overall client satisfaction.

Priority 1 Call — issue is critical to the client, the Munis application or process is down.

Priority 2 Call — issue is severe, but there is a work around the client can use.

Priority 3 Call — issue is a non-severe support call from the client.

Priority 4 Call — issue is non-critical for the client and they would like to work with Support as time permits.

Following Up on Open Calls

Some issues will not be resolved during the initial call with a Support Technician. If the call remains open, the technician will give you an open call number to reference, and will confirm the priority of the incident.

If you want to follow up on an open call, simply call the appropriate Support Team and reference the call number to the Technician who answers or leave this information in your message. Referencing the open call number allows anyone in support to quickly follow up on the issue. You can also update the incident through TCP on Tyler's Web site (www.tylertech.com) and add a note requesting follow-up.

Escalating a Support Call

If the situation to be addressed by your open call has changed and you need to have the call priority adjusted, please call the appropriate Support Team and ask to be connected to the assigned technician. If that technician is unavailable, another technician on the team may be able to assist you, or will transfer you to the Product Support Team Manager. If you feel you are not receiving the service you need, please call the appropriate Product Manager and provide them with the open call number for which you need assistance. The Product Manager will follow up on your open issue and determine the necessary action to meet your needs.

Technical Support Product Managers:

Financials, Payroll and Human Resources	Utility Billing and Revenue	Technology
Brian Gilman Support Product Manager – Purchasing brian.gilman@tylertech.com (X4436)	Peggy Wintle Support Product Manager – Utility Billing peggy.wintle@tylertech.com (X4567)	Installation Dean Wilber Installation Manager dean.wilber@tylertech.com (X4730)
Evan Smith Support Product Manager – Budget and General Ledger evan.smith@tylertech.com (X4621)	Parker LaChance Support Product Manager – Revenue parker.lachance@tylertech.com (X4257)	OS/DBA Team Ben King Senior Support Product Manager ben.king@tylertech.com (X4867)
Holly LaRou Support Product Manager – Equipment holly.larou@tylertech.com (X4482)	Steven Jones Senior Support Product Manager steven.jones@tylertech.com (X4255)	TylerForms, Reporting Services & TCM Michele Brown Support Product Manager michele.brown@tylertech.com (X4381)
Tracy Silva Support Product Manager – Payroll tracy.silva@tylertech.com (X4433)		State Reporting Patience Stetson Product Supervisor – Payroll State Reporting patience.stetson@tylertech.com (X4165)
Ed Haggerty Support Product Manager – Human Resources ed.haggerty@tylertech.com (X4464)		Ryan Blair Development Product Manager ryan.blair@tylertech.com (X4579)
Sonja Johnson Senior Support Product Manager sonja.johnson@tylertech.com (X4157)		
CJ McCarron Vice President of Technical Support cj.mccarron@tylertech.com (X4124)		

If you are unable to reach the Product Manager, please call CJ McCarron, Vice President of Technical Support at 800-772-2260, ext. 4124 (cj.mccarron@tylertech.com).

Resources

A number of additional resources are available to you to provide a comprehensive and complete support experience.

- **Managed Internet Update (MIU):** Allows you to download and install critical and high priority fixes as soon as they become available.
- **Release Admin Console:** Allows you to monitor and track the availability of all development activity for a particular release directly from Munis.



- **KnowledgeBase:** A fully searchable depository of thousands of documents related to Munis processing, procedures, release info, helpful hints, etc.

Remote Support Tool

Some Support calls may require further analysis of your database or setup to diagnose a problem or to assist you with a question. GoToAssist® shares your desktop via the Internet to provide you with virtual on-site support. The GoToAssist tool from Citrix (www.citrix.com) provides a highly secure connection with 128-bit, end-to-end AES encryption. Support is able to quickly connect to your desktop and view your site's setup, diagnose problems, or assist you with screen navigation.

At the end of each GoToAssist session, there is a quick survey you should complete so we have accurate and up-to-date feedback on your Support experiences. We review the survey data in order to continually improve our Support services.

Email Registration

Clients can go to our Web site and register for email "groups" based on specific Munis applications. We use these groups to inform clients of issues, and to distribute helpful technical tips and updated technical documentation. The survey information allows you to update your registration at any time, and you may unregister for one or more distribution lists at any time.

Tyler Web site

Once you have registered as a user on Tyler's Support Web site (www.tylertech.com), you have access to "Customer Tools" and other information such as online documentation, user forums, group training schedule/sign-up, and annual user conference updates/registration.

Timely TCP Progress Updates

Our technicians are committed to providing you timely updates on the progress of your open support incidents via the Tyler Client Portal. The frequency of these updates is determined by issue priority.

Priority 1 Incidents — Daily updates (only if phone contact is not possible)

Priority 2 Incidents — Weekly Updates

Priority 3 Incidents — Biweekly Updates

Priority 4 Incidents — Biweekly Updates

Updates will also be provided for any issue, regardless of priority, when action items have been completed or when there is pertinent information to share.



Exhibit D
DocOrigin End User License Agreement

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

ATTENTION: THE SOFTWARE PROVIDED UNDER THIS AGREEMENT IS BEING LICENSED TO YOU BY OF SOFTWARE LTD. AND IS NOT BEING SOLD. THIS SOFTWARE IS PROVIDED UNDER THE FOLLOWING AGREEMENT THAT SPECIFIES WHAT YOU MAY DO WITH THE SOFTWARE AND CONTAINS IMPORTANT LIMITATIONS ON REPRESENTATIONS, WARRANTIES, CONDITIONS, REMEDIES, AND LIABILITIES.

DocOrigin

SOFTWARE LICENSE

IMPORTANT-READ CAREFULLY: This End-User License Agreement ("**Agreement**" or "**EULA**") is a legal agreement between you (either an individual person or a single legal entity, who will be referred to in this EULA as "**You**") and OF Software Ltd. for the DocOrigin software product that accompanies this EULA, including any associated media, printed materials and electronic documentation (the "**Software**"). The Software also encompasses any software updates, add-on components, web services and/or supplements that may be provided to you or made available to you after the date you obtain the initial copy of the Software to the extent that such items are not accompanied by a separate license agreement or terms of use. If you receive the Software under separate terms from your distributor, those terms will take precedence over any conflicting terms of this EULA.

By installing, copying, downloading, accessing or otherwise using the Software, you agree to be bound by the terms of this EULA. If you do not agree to the terms of this EULA, do not install, access or use the Software; instead, you should remove the Software from all systems and receive a full refund.

IF YOU ARE AN AGENT OR EMPLOYEE OF ANOTHER ENTITY YOU REPRESENT AND WARRANT THAT (I) THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS DULY AUTHORIZED TO ACCEPT THIS AGREEMENT ON SUCH ENTITY'S BEHALF AND TO BIND SUCH ENTITY, AND (II) SUCH ENTITY HAS FULL POWER, CORPORATE OR OTHERWISE, TO ENTER INTO THIS AGREEMENT AND PERFORM ITS OBLIGATIONS HEREUNDER.

1. LICENSE TERMS

- 1.1 In this Agreement a "**License Key**" means any license key, activation code, or similar installation, access or usage control codes, including serial numbers digitally created and or provided by OF Software Ltd., designed to provide unlocked access to the Software and its functionality.
- 1.2 **Evaluation License.** Subject to all of the terms and conditions of this Agreement, OF Software Ltd. grants You a limited, royalty-free, non-exclusive, non-transferable license to download and install a copy of the Software from www.docorigin.com on a single machine and use it on a royalty-free basis for no more than 120 days from the date of installation (the "**Evaluation Period**"). You may use the Software during the Evaluation Period solely for the purpose of testing and evaluating it to determine if You wish to obtain a commercial, production license for the Software. This evaluation license grant will automatically end on expiry of the Evaluation Period and you acknowledge and agree that OF Software Ltd. will be under no obligation to renew or extend the Evaluation Period. If you wish to continue using the Software You may, on payment of the applicable fees, upgrade to a full license (as further described in section 1.3 below) on the terms of this Agreement and will be issued with a License Key for the same. If you do not wish to continue to license the Software after expiry of the Evaluation Period, then You agree to comply with the termination obligations set out in section [7.3] of this Agreement. For greater certainty, any document generated by you under an evaluation license will have a 'spoiler' or watermark on the output document. Documents generated by DocOrigin software that has a valid license key file also installed will not have the 'spoiler' produced. You are not permitted to remove the watermark or 'spoiler' from documents generated using the software under an evaluation license.
- 1.3 **Development and Testing Licenses.** Development and testing licenses are available for purchase through authorized distributors and resellers of OF Software Ltd. only. Subject to all of the terms and conditions of this Agreement, OF Software Ltd. grants You, a perpetual (subject to termination by OF Software Ltd. due to your breach of the terms of this Agreement), non-exclusive, non-transferable, worldwide non-sublicenseable license to download and install a copy of the Software from www.docorigin.com on a single machine and

use for development and testing to create collateral deployable to Your production system(s). You are not entitled to use a development and testing license for live production purposes.

- 1.4 Production Licenses.** Production licenses are available for purchase through authorized distributors and resellers of OF Software Ltd. only. Subject to all of the terms and conditions of this Agreement, OF Software Ltd. grants You, a perpetual (subject to termination by OF Software Ltd. due to your breach of the terms of this Agreement), non-exclusive, non-transferable, worldwide non-sublicenseable license to use the Software in accordance with the license type purchased by you as set out on your purchase order as further described below. For greater certainty, unless otherwise agreed in a purchase order concluded with an approved distributor of the Software, and approved by OF Software, the default license to the Software is a per-CPU license as described in A. below:
- A. Per-CPU.** The total number of CPUs on a computer used to operate the Software may not exceed the licensed quantity of CPUs. For purposes of this license metric: (a) CPUs may contain more than one processing core, each group of two (2) processing cores is consider one (1) CPU., and any remaining unpaired processing core, will be deemed a CPU. (b) all CPUs on a computer on which the Software is installed shall be deemed to operate the Software unless You configure that computer (using a reliable and verifiable means of hardware or software partitioning) such that the total number of CPUs that actually operate the Software is less than the total number on that computer.
 - B. Per-Document.** This is defined as a fee per document based on the total number of documents generated annually by merging data with a template created by the Software. The combined data and template produce documents of one or more pages. A document may contain 1 or more pages. For instance a batch of invoices for 250 customers may contain 1,000 pages, this will be counted as 250 documents which should correspond to 250 invoices.
 - C. Per-Surface.** This is defined as a fee per surface based on the total number of surfaces generated annually by merging data with a template created by the Software. The combined data and template produce documents of one or more pages, the pages may be printed one side (one surface) or duplexed (2 surfaces). The documents may be rendered to a computer file (i.e. PDF), each page placed in the file is considered a surface. A document may contain 1 or more surfaces. For instance a batch of invoices for 250 customers may contain 500 pages duplexed, this will be counted as 1000 surfaces.
- 1.5 Disaster Recovery License.** You may request a Disaster Recovery license of the Software for each production license You have purchased as a failover in the event of loss of use of the production server(s). This license is for disaster recovery purposes only and under no circumstance may the disaster recovery license be used for production simultaneously with a production license with which it is paired.
- 1.6 Backup Copies.** After installation of the Software pursuant to this EULA, you may store a copy of the installation files for the Software solely for backup or archival purposes. Except as expressly provided in this EULA, you may not otherwise make copies of the Software or the printed materials accompanying the Software.
- 1.7 Third-Party Software License Rights.** If a separate license agreement pertaining to an item of third-party software is: delivered to You with the Software, included in the Software download package, or referenced in any material that is provided with the Software, then such separate license agreement shall govern Your use of that item or version of Third-Party Software. Your rights in respect to any third-party software, third-party data, third-party software or other third-party content provided with the Software shall be limited to those rights necessary to operate the Software as permitted by this Agreement. No other rights in the Software or third-party software are granted to You.

2. LICENSE RESTRICTIONS

Any copies of the Software shall include all trademarks, copyright notices, restricted rights legends, proprietary markings and the like exactly as they appear on the copy of the Software originally provided to You. You may not remove or alter any copyright, trademark and/or proprietary notices marked on any part of the Software or related documentation and must reproduce all such notices on all authorized copies of the Software and related documentation. You shall not sublicense, distribute or otherwise make the Software available to any third party (including, without limitation, any contractor, franchisee, agent or dealer) without first obtaining the written agreement of (a) OF Software Ltd. to that use, and (b) such third party to comply with this Agreement. You further agree not to (i) rent, lease, sell, sublicense, assign, or otherwise transfer the Software to anyone else; (ii) directly or indirectly use the Software or any information about the Software in the development of any software that is competitive with the Software, or (iii) use the Software to operate or as a part of a time-sharing service, outsourcing service, service bureau, application service provider or managed service provider offering. You further agree not to reverse engineer, decompile, or disassemble the Software.

3. UPDATES, MAINTENANCE AND SUPPORT

- 3.1 During the validity period of Your License Key, You will be entitled to download the latest version of the Software from the DocOrigin website www.docorigin.com. Use of any updates provided to You shall be governed by the terms and conditions of this Agreement. OF Software Ltd. reserves the right at any time to not release or to discontinue release of any Software and to alter prices, features, specifications, capabilities, functions, licensing terms, release dates, general availability or other characteristics of the Software.
- 3.2 On expiry of your maintenance and support contract, you will have the right to continue using the current version(s) of the Software which you downloaded prior to the date of expiry of your License Key. However, you will need to renew maintenance and support in order to receive a new License Key that will unlock the more current version(s) of the Software. For greater certainty, if you attempt to use an expired License Key to download the latest version of the Software, the Software will revert to being a locked, evaluation copy of that version of the Software.

4. INTELLECTUAL PROPERTY RIGHTS.

This EULA does not grant you any rights in connection with any trademarks or service marks of OF Software Ltd. or DocOrigin. All title and intellectual property rights in and to the Software, the accompanying printed materials, and any copies of the Software are owned by OF Software Ltd. or its suppliers. All title and intellectual property rights in and to the content that is not contained in the Software, but may be accessed through use of the Software, is the property of the respective content owners and may be protected by applicable copyright or other intellectual property laws and treaties. This EULA grants you no rights to use such content. If this Software contains documentation that is provided only in electronic form, you may print one copy of such electronic documentation.

5. DISCLAIMER OF WARRANTIES.

TO THE GREATEST EXTENT PERMITTED BY LAW, THE LICENSED SOFTWARE AND TECHNICAL SUPPORT PROVIDED BY OF SOFTWARE LTD. HEREUNDER ARE PROVIDED ON AN "AS IS" BASIS AND THERE ARE NO WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESS OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, REGARDING THEM OR ANY OTHER PRODUCT OR SERVICE PROVIDED UNDER THIS AGREEMENT OR IN CONNECTION WITH THIS AGREEMENT BY OF SOFTWARE LTD. OF SOFTWARE LTD. DISCLAIM ANY IMPLIED WARRANTIES OR CONDITIONS OF QUALITY, MERCHANTABILITY, MERCHANTABLE QUALITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. OF SOFTWARE LTD. DOES NOT REPRESENT OR WARRANT THAT THE SOFTWARE SHALL MEET ANY OR ALL OF YOUR PARTICULAR REQUIREMENTS, THAT THE SOFTWARE WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR THAT ALL ERRORS OR DEFECTS IN THE SOFTWARE CAN BE FOUND OR CORRECTED.

In certain jurisdictions some or all of the provisions in this Section may not be effective or the applicable law may mandate a more extensive warranty in which case the applicable law will prevail over this Agreement.

6. LIMITATIONS OF LIABILITY.

- 6.1 TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL OF SOFTWARE LTD. BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, LEGAL EXPENSES, LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF REVENUE, LOST OR DAMAGED DATA, LOSS OF COMPUTER TIME, COST OF SUBSTITUTE GOODS OR SERVICES, OR FAILURE TO REALIZE EXPECTED SAVINGS OR ANY OTHER COMMERCIAL OR ECONOMIC LOSSES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF OF SOFTWARE LTD. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES, OR SUCH LOSSES OR DAMAGES ARE FORESEEABLE.
- 6.2 THE ENTIRE LIABILITY OF OF SOFTWARE LTD. AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO THE SOFTWARE AND TECHNICAL SUPPORT AND ANY OTHER PRODUCTS OR SERVICES SUPPLIED BY OF SOFTWARE LTD. IN CONNECTION WITH THIS AGREEMENT FOR DAMAGES FOR ANY CAUSE AND REGARDLESS OF THE CAUSE OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING FUNDAMENTAL BREACH OR NEGLIGENCE, WILL BE LIMITED IN THE AGGREGATE TO THE AMOUNTS PAID BY YOU FOR THE SOFTWARE, TECHNICAL SUPPORT OR SERVICES GIVING RISE TO THE CLAIM.
- 6.3 THE DISCLAIMER OF REPRESENTATIONS, WARRANTIES AND CONDITIONS AND LIMITATION OF LIABILITY CONSTITUTE AN ESSENTIAL PART OF THIS AGREEMENT. YOU ACKNOWLEDGE THAT BUT FOR THE DISCLAIMER OF REPRESENTATIONS, WARRANTIES AND CONDITIONS AND LIMITATION OF LIABILITY, NEITHER OF SOFTWARE LTD. NOR ANY OF ITS LICENSORS OR SUPPLIERS WOULD GRANT THE RIGHTS GRANTED IN THIS AGREEMENT.

7. TERM AND TERMINATION

- 7.1 The term of this Agreement will begin on download of the Software and, in respect of an Evaluation License, shall continue for the Evaluation Period, and in respect of all other license types defined in Section 1, shall continue for as long as You use the Software, unless earlier terminated sooner under this section 7.
- 7.2 OF Software Ltd. may terminate this Agreement in the event of any breach by You if such breach has not been cured within five (5) days of notice to You. No termination of this Agreement will entitle You to a refund of any amounts paid by You to OF Software Ltd. or its applicable distributor or reseller or affect any obligations You may have to pay any outstanding amounts owing to OF Software Ltd. or its distributor.
- 7.3 Your rights to use the Software will immediately terminate upon termination or expiration of this Agreement. Within five (5) days of termination or expiration of this Agreement, You shall purge all Software and all copies thereof from all computer systems and storage devices on which it was stored, and certify such to OF Software Ltd.

8. GENERAL PROVISIONS

- 8.1 **No Waiver.** No delay or failure in exercising any right under this Agreement, or any partial or single exercise of any right, will constitute a waiver of that right or any other rights under this Agreement. No consent to a breach of any express or implied term set out in this Agreement constitutes consent to any subsequent breach, whether of the same or any other provision.
- 8.2 **Severability.** If any provision of this Agreement is, or becomes, unenforceable, it will be severed from this Agreement and the remainder of this Agreement will remain in full force and effect.
- 8.3 **Assignment.** You may not transfer or assign this Agreement (whether voluntarily, by operation of law, or otherwise) without OF Software Ltd.'s prior written consent. OF Software Ltd. may assign this Agreement at any time without notice. This Agreement is binding upon and will inure to the benefit of both parties, and their respective successors and permitted assigns.
- 8.4 **Governing Law and Venue.** This Agreement shall be governed by the laws of the Province of Ontario. No choice of laws rules of any jurisdiction shall apply to this Agreement. You consent and agree that the courts of the Province of Ontario shall have jurisdiction over any legal action or proceeding brought by You arising out of or relating to this Agreement, and You consent to the jurisdiction of such courts for any such action or proceeding.

8.5 **Entire Agreement.** This Agreement is the entire understanding and agreement between You and OF Software Ltd. with respect to the subject matter hereof, and it supersedes all prior negotiations, commitments and understandings, verbal or written, and purchase order issued by You. This Agreement may be amended or otherwise modified by OF Software Ltd. from time to time and the most recent version of the Agreement will be available on the OF Software website www.docorigin.com.

Last Updated: [July 18 2013]



Quoted By: Michael Krissel
 Date: 6/16/2015
 Quote Expiration: 7/31/2015
 Quote Name: Lenoir County-ERP-Munis
 Quote Number: 2014-7811
 Quote Description: Contract Quote

Sales Quotation For

Lenoir County
 130 South Queen St P.O. Box 3289
 Kinston, North Carolina 28502-3289
 Phone (252) 559-6450

Tyler Software and Related Services

Description	License	Impl. Days	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Financials:						
Accounting/GL/BG/AP	\$52,250.00	18 @ \$1,275.00	\$22,950.00	\$10,600.00	\$85,800.00	\$9,405.00
Purchasing	\$22,000.00	10 @ \$1,275.00	\$12,750.00	\$2,700.00	\$37,450.00	\$3,960.00
Fixed Assets	\$12,000.00	5 @ \$1,275.00	\$6,375.00	\$3,000.00	\$21,375.00	\$2,160.00
NC Sales Tax Reimbursement	\$3,300.00	1 @ \$1,275.00	\$1,275.00	\$0.00	\$4,575.00	\$594.00
Payroll/HR:						
Payroll w/ESS	\$23,500.00	17 @ \$1,275.00	\$21,675.00	\$11,800.00	\$56,975.00	\$4,230.00
HR Management	\$11,500.00	7 @ \$1,275.00	\$8,925.00	\$0.00	\$20,425.00	\$2,070.00
Applicant Tracking	\$5,500.00	3 @ \$1,275.00	\$3,825.00	\$0.00	\$9,325.00	\$990.00
Revenue:						
Accounts Receivable	\$11,000.00	8 @ \$1,275.00	\$10,200.00	\$0.00	\$21,200.00	\$1,980.00
Productivity:						
Munis Analytics & Reporting	\$45,200.00	10 @ \$1,275.00	\$12,750.00	\$0.00	\$57,950.00	\$8,136.00
Tyler Content Manager SE	\$20,000.00	4 @ \$1,275.00	\$5,100.00	\$0.00	\$25,100.00	\$3,600.00
Tyler Forms Processing	\$9,500.00	0 @ \$1,275.00	\$0.00	\$0.00	\$9,500.00	\$1,900.00

Tyler Software and Related Services

Description	License	Impl. Days	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Sub-Total:	\$215,750.00		\$105,825.00	\$28,100.00	\$349,675.00	\$39,025.00
<i>Less Discount:</i>	<i>\$43,150.00</i>		<i>\$0.00</i>	<i>\$0.00</i>	<i>\$43,150.00</i>	<i>\$39,025.00</i>
TOTAL:	\$172,600.00	83	\$105,825.00	\$28,100.00	\$306,525.00	\$0.00

Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
AP/PR Check Recon Import	1	\$1,000.00	\$0.00	\$1,000.00
Install Fee - New Server Install-WIN	1	\$6,000.00	\$0.00	\$6,000.00
Munis Admin & Security	2	\$1,275.00	\$0.00	\$2,550.00
Project Planning Services	1	\$6,000.00	\$0.00	\$6,000.00
Tyler Forms Financial Library	1	\$1,800.00	\$0.00	\$1,800.00
Tyler Forms Library - Payroll	1	\$1,400.00	\$0.00	\$1,400.00
Tyler Forms Processing Configuration	1	\$2,000.00	\$0.00	\$2,000.00
TOTAL:				\$20,750.00

3rd Party Hardware, Software and Services

Description	Quantity	Unit Price	Unit Discount	Total Price	Unit Maintenance	Unit Maintenance Discount	Total Year One Maintenance
Tyler Secure Signature System with 2 Keys	1	\$1,650.00	\$0.00	\$1,650.00	\$0.00	\$0.00	\$0.00
<i>3rd Party Hardware Sub-Total:</i>			<i>\$0.00</i>	<i>\$1,650.00</i>			<i>\$0.00</i>
TOTAL:				\$1,650.00			\$0.00

Summary

	One Time Fees	Recurring Fees
Total Tyler Software	\$172,600.00	\$0.00
Total Tyler Services	\$154,675.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$1,650.00	\$0.00
Summary Total	\$328,925.00	\$0.00
Contract Total	\$328,925.00	
(Excluding Estimated Travel Expenses)		
Estimated Travel Expenses	\$36,344.00	

Detailed Breakdown of Conversions (included in Contract Total)

Description	Unit Price	Unit Discount	Extended Price
Accounting Opt 1 - Actuals	\$1,500.00	\$0.00	\$1,500.00
Accounting Opt 2 - Budgets	\$1,500.00	\$0.00	\$1,500.00
Accounting Standard COA	\$2,000.00	\$0.00	\$2,000.00
Accounts Payable Opt 1 - Checks	\$1,600.00	\$0.00	\$1,600.00
Accounts Payable Opt 2 - Invoice	\$2,400.00	\$0.00	\$2,400.00
Accounts Payable Standard Master	\$1,600.00	\$0.00	\$1,600.00
Fixed Assets Std Master	\$3,000.00	\$0.00	\$3,000.00
Payroll - Option 1 Deductions	\$1,800.00	\$0.00	\$1,800.00
Payroll - Option 2 Accrual Balances	\$1,500.00	\$0.00	\$1,500.00
Payroll - Option 3 Accumulators	\$1,400.00	\$0.00	\$1,400.00
Payroll - Option 4 Check History	\$1,200.00	\$0.00	\$1,200.00
Payroll - Option 5 Earning/Deduction Hist	\$2,500.00	\$0.00	\$2,500.00
Payroll - Option 9 State Retirement Tables	\$1,400.00	\$0.00	\$1,400.00
Payroll - Standard	\$2,000.00	\$0.00	\$2,000.00
Purchasing - Purchase Orders - Standard	\$2,700.00	\$0.00	\$2,700.00
	TOTAL:		\$28,100.00

Unless otherwise indicated in the contract or Amendment thereto, pricing for optional items will be held for Six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____
 Print Name: _____ P.O. #: _____

All primary values quoted in US Dollars

MUNIS Discount Detail

Description	License	License Discount	License Net	Maintenance Basis	Year One Maint Discount	Year One Maint Net
Financials:						
Accounting/GL/BG/AP	\$52,250.00	\$10,450.00	\$41,800.00	\$9,405.00	\$9,405.00	\$0.00
Fixed Assets	\$12,000.00	\$2,400.00	\$9,600.00	\$2,160.00	\$2,160.00	\$0.00
NC Sales Tax Reimbursement	\$3,300.00	\$660.00	\$2,640.00	\$594.00	\$594.00	\$0.00
Purchasing	\$22,000.00	\$4,400.00	\$17,600.00	\$3,960.00	\$3,960.00	\$0.00
Payroll/HR:						
Payroll w/ESS	\$23,500.00	\$4,700.00	\$18,800.00	\$4,230.00	\$4,230.00	\$0.00
HR Management	\$11,500.00	\$2,300.00	\$9,200.00	\$2,070.00	\$2,070.00	\$0.00
Applicant Tracking	\$5,500.00	\$1,100.00	\$4,400.00	\$990.00	\$990.00	\$0.00
Revenue:						
Accounts Receivable	\$11,000.00	\$2,200.00	\$8,800.00	\$1,980.00	\$1,980.00	\$0.00
Productivity:						
Munis Analytics & Reporting	\$45,200.00	\$9,040.00	\$36,160.00	\$8,136.00	\$8,136.00	\$0.00
Tyler Content Manager SE	\$20,000.00	\$4,000.00	\$16,000.00	\$3,600.00	\$3,600.00	\$0.00
Tyler Forms Processing	\$9,500.00	\$1,900.00	\$7,600.00	\$1,900.00	\$1,900.00	\$0.00
TOTAL:	\$215,750.00	\$43,150.00	\$172,600.00	\$39,025.00	\$39,025.00	\$0.00

Comments

Conversion prices are based on a single occurrence of the database. If additional databases need to be converted, these will need to be quoted.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the project and the speed of knowledge transfer.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

In the event Client acquires from Tyler any edition of Tyler Content Manager software other than Enterprise Edition, the license for Content Manager is restricted to use with Tyler applications only. If Client wishes to use Tyler Content Manager software with non-Tyler applications, Client must purchase or upgrade to Tyler Content Manager Enterprise Edition.

Tyler's form library prices are based on the actual form quantities listed, and assume the forms will be provided according to the standard Munis form template. Any forms in addition to the quoted amounts and types, including custom forms or forms that otherwise require custom programming, are subject to an additional fee. Please also note that use of the Tyler Forms functionality requires the use of approved printers as well. You may contact Tyler's support team for the most current list of approved printers.

Financial library includes: 1 A/P check, 1 EFT/ACH, 1 Purchase order, 1 Contract, 1099M, 1099INT, 1099S, and 1099G.

Programming for check reconciliation import and positive pay export assumes one bank format each. Multiple bank formats are extra.

Includes digitizing two signatures, additional charges will apply for additional signatures.

Project Management includes project planning, kickoff meeting, status calls, task monitoring, verification and transition to support.

Tyler Forms Payroll Core library includes: 1 PR check, 1 direct deposit, 1 vendor from payroll check, 1 vendor from payroll direct deposit, W2, W2c, and 1099 R.

Tyler's cost is based on all of the proposed products and services being obtained from Tyler. Should significant portions of the products or services be deleted, Tyler reserves the right to adjust prices accordingly.

The MUNIS Accounts Payable module utilizes a label printer for batch-scanned document indexing. This printer is to be provided by the client and must support multi-page Adobe PDF files, such as the Brother QL-700.

The Tyler Software Product Tyler Forms Processing must be used in conjunction with a Hewlett Packard printer supported by Tyler for printing checks.

INTRODUCED BY: Michael W. Jarman, County Manager DATE 07/20/15 ITEM NO. 19

RESOLUTION: Approving/Authorizing Execution of FY15-16 Insurance Policies with WA Moore Company, Inc., and Discovery Insurance Co.: \$646,875.

SUBJECT AREA: Administrative

ACTION REQUESTED: To award insurance contracts for auto, property, crime, general, and professional liability to WA Moore Company, Inc. for \$455,244 and for workers compensation third party administration to Discovery Insurance Co. for \$33,000 and for EMS liability, equipment, auto, and \$10 million excess liability to WA Moore Company, Inc. for \$69,657 and for excess workers compensation to WA Moore Company, Inc. for \$88,974.

HISTORY / BACKGROUND: This current fiscal year will be the thirteenth in which the County contracted out all of the above-referenced insurance policies to local agents. In the past, part of the insurance coverage was taken through local agents and part was through the NCACC/NC Risk Management Pool. Administration recommends we continue with the local companies. For FY15-16, the County increased coverage on buildings by 3.0%, maintained auto liability deductible at \$5,000 due to recent poor claims history, experienced premium increase for excess workers compensation stop-loss policy, experienced increase in law enforcement liability, maintained deductible on property coverage at \$10,000 to minimize premium increase, and once again contracted with Discovery Insurance to handle compliance with mandated Medicare Secondary Payer reporting requirements. The JT Sutton Insurance Agency merged with WA Moore Company, Inc., on May 1, 2007; therefore, coverage previously provided by JT Sutton on auto, property, crime, general liability, and professional liability is now provided by WA Moore Company, Inc. Administration is recommending continuation of insurance coverage on County properties with WA Moore Company, Inc. for FY15-16.

Note: Administration did not bid this out because of the positive prior years' experience with these firms. These firms are independent agents and **bid our insurance needs with several companies** to obtain the best renewal quote for the County. There are only a limited number of underwriters that write insurance for units of government. Also, for EMS, there really is only one underwriter – VFIS (Volunteer Firemans' Insurance Services) which offers vehicle, general liability, and equipment coverages. The County is **self-insured** on workers compensation, although we contract with Discovery Insurance Company to handle claims and we pay for excess coverage for claims exceeding \$600,000. W.A. Moore evaluated premiums to determine the possibility of being fully insured for worker's compensation; however, based on their analysis, the County is still benefiting from being self insured for this coverage.

EVALUATION: A comparison of premiums was made between FY13-14, FY14-15, and FY15-16.

Coverage	Agent/Company	FY13-14	FY14-15	FY15-16	% Chng
1. Auto, Property, Crime, General, and Professional Liability	J. T. Sutton Insurance Co./ WA Moore	\$439,125	\$469,261	\$455,244	-3.23%
2. Workers Comp. Admin.	Discovery Insurance Co.	\$34,000	\$34,000	\$33,000	0.0%
3. EMS-vehicles, general liability, equipment	WA Moore-VFIS	\$82,620	\$84,829	\$69,657	-16.97%
4. Excess Workers Comp.	WA Moore	\$50,030	\$79,049	\$88,974	+12.56%
	Total	\$605,775	\$667,139	\$646,875	-2.95%

MANAGER'S RECOMMENDATION: Respectfully recommend approval.

MW
Initials

Note: VFIS will continue to cover property and liability for the EMS division. Insurance agents have recommended keeping this coverage separate from other County operations. Funds are appropriated in FY15-16 to pay for this coverage.

RESOLUTION: NOW THEREFORE BE IT RESOLVED by the Lenoir County Board of Commissioners that insurance policies, as recommended and incorporated by reference within this resolution, be awarded to: W.A. Moore Company, Inc. for auto, property, crime, general and professional liability: Discovery Insurance Company for workers compensation third party administration: W.A Moore Company, Inc. for EMS liability, equipment, auto and \$10 million excess liability: WA Moore Company, Inc. for excess workers compensation, and **be it further resolved** that the County Manager or his designee are authorized to execute contracts ensuring these policies are effective on behalf of Lenoir County for FY15-16.

Discovery	Workers Comp Administration	\$33,000
WA Moore	Vehicles, PEP Liability, Buildings Commercial Liability, Commercial umbrella	\$455,244
WA Moore	Excess Worker's Compensation	\$88,974
WA Moore	EMS	<u>\$69,657</u>
	Total	\$646,875

AMENDMENTS:

MOVED _____ SECONDED _____

APPROVED _____ DENIED _____ UNANIMOUS _____

YEA VOTES: Hill _____ Brown _____ Best _____ Daughety _____

Davis _____ Rouse _____ Sutton _____

Craig Hill, Chairman 07/20/15

ATTEST 07/20/15
Date

BUDGET ORDINANCE AMENDMENT: GENERAL/EMPLOYEE INSURANCE/VEHICLE REPLACE/FEDERALLY SEIZED PROPERTY CONTROLLED SUBSTANCE/SCHOOL CAPITAL:FINANCE: \$976,789. INCREASE



LENOIR COUNTY, NORTH CAROLINA
BUDGET AMENDMENT REQUEST

Page 1 of 3

FY 2014 - 2015
Appropriations

Budget Amendment # _____

Date Approved _____

Distribution - Finance Office:

PRIOR YEAR

FUND		DEPARTMENT		LINE ITEM DESCRIPTION	
VARIOUS		VARIOUS		VARIOUS	
Check One Box			Check One Box		
New Appropriation: <input checked="" type="checkbox"/>		New Appropriation: <input checked="" type="checkbox"/>			
Line Item Transfer: <input type="checkbox"/>		Line Item Transfer: <input type="checkbox"/>			
REVENUES			EXPENDITURES		
Account # and Title		Amount	Account # and Title		Amount
INCREASE			INCREASE		
10-3212-1100	2012 TAX LEVY	44,000.00	10-4200-6460	CONCEAL WEAP-DEPT OF JUSTICE	50.00
10-3214-1100	2014 TAX LEVY	800,000.00	10-4260-3310	UTILITIES	17,000.00
10-3214-1200	2014 VEHICLE TAX-NCVTS	450,000.00	10-4320-2200	FOOD & PROVISIONS	51,650.00
10-3221-1005	VIDEO SERVICE TAX-STATE	250.00	10-4320-3990	CONTRACT SVCS-MEDICAL	92,000.00
10-3260-1101	HEAVY EQUIP RENTAL TAX	10,400.00	10-4332-3530	MAINT/REPAIR-VEHICLES	50,000.00
10-3320-3100	JAIL FEES/FICA BENEFITS	6,500.00	10-9800-8505	TRANSFER TO INSURANCE FUND	250,000.00
10-3320-3101	ARREST FEES	10,000.00			
10-3320-3301	FINES-FIRE CODE VIOLATIONS	300.00			
10-3322-3100	BEER & WINE TAXES	22,740.00			
10-3328-3125	GRANT-HIDTA/OCDETF	1,250.00			
10-3329-3619	SNAP PROCEEDS-FARMERS MRK	150.00			
10-3329-8901	GRANT-REIMB-EMERGENCY MGM	625.00			
10-3418-4102	ROD-FLOODPLAIN MAPPING FEE	275.00			
10-3431-4101	SHERIFF-VEHICLE STORAGE FEE	2,010.00			
10-3431-4110	SHF FEES-CONC WEA APP-STATE	50.00			
10-3431-4113	SHERIFF-REIMB-LAGRANGE	6,622.00			
10-3432-2101	SHF-MISDEMEANANT CONFINE	111,000.00			
10-3432-2103	SHERIFF-FEDERAL PRISONERS	180.00			
10-3437-3100	EMS - MEDICAID REIMBURSEMEN	267,400.00			
SUBTOTAL-PAGE 1		1,733,752.00	SUBTOTAL-PAGE 1		460,700.00

Continued on Page 2

Reason and Justification for Request:

Budget Amendment to adjust budgeted revenue and expenditures to more accurately reflect actual revenues and expenditures for eleven (11) months of FY 14-15

Department Head Approval	Date	Finance Officer Approval	Date
<i>Marta H. Martin</i>	<i>6/30/2015</i>	<i>Marta H. Martin</i>	<i>6/30/2015</i>
Budget Officer Approval	Date		
<i>MW/Arman</i>	<i>7/1/2015</i>		
Board Approval (When Applicable)	Date	Date of Minutes	

BUDGET ORDINANCE AMENDMENT: GENERAL/EMPLOYEE INSURANCE/VEHICLE REPLACE/FEDERALLY SEIZED PROPERTY CONTROLLED SUBSTANCE/SCHOOL CAPITAL:FINANCE: \$976,789. INCREASE



LENOIR COUNTY, NORTH CAROLINA
BUDGET AMENDMENT REQUEST

Page 2 of 3

FY 2014 - 2015

Appropriations

Budget Amendment # _____

Date Approved _____

Distribution - Finance Office:

PRIOR YEAR

FUND		DEPARTMENT		LINE ITEM DESCRIPTION	
VARIOUS		VARIOUS		VARIOUS	
Check One Box New Appropriation: <input checked="" type="checkbox"/> Line Item Transfer: <input type="checkbox"/>			Check One Box New Appropriation: <input checked="" type="checkbox"/> Line Item Transfer: <input type="checkbox"/>		
REVENUES			EXPENDITURES		
Account # and Title		Amount	Account # and Title		Amount
INCREASE					
10-3433-4110	INSPECTIONS-PERMIT FEES	13,000.00			
10-3437-4101	EMS NON-EM TRANSPORT FEE	6,350.00			
10-3437-4102	EMS-DEBT SETOFF PYMTS	135,000.00			
10-3437-4105	REIMB-SCHOOLS-EMS AT BALLGAMES	128.00			
10-3831-8910	INTEREST-NCVTS COLLECTIONS	350.00			
10-3834-8611	RENT-LIVESTOCK ARENA	100.00			
10-3835-8202	SALE OF FIXED ASSETS-LAND	715.00			
10-3840-4013	TAX COLLECT FEE-1.5%-LAGRANC	245.00			
10-3840-4014	TAX COLLECT FEE-1.5%-PINK HILL VEI	272.00			
10-3842-8900	MISCELLANEOUS	24,000.00			
10-3842-8910	COMMISSION-JAIL TELEPHONE	15,000.00			
10-3842-8913	SHERIFF-VEH USAGE FEE	155.00			
DECREASE					
10-3213-1100	2013 TAX LEVY	(200,000.00)			
10-3221-1006	PEG-TACC 9	(2,700.00)			
10-3221-1007	PEG-LCBOE	(2,700.00)			
10-3329-8902	GRANT-REIMB-SOIL CONSERVATI	(12,750.00)			
10-3329-8903	GRANT-REIMB-VETERANS OFFICE	(140.00)			
10-3471-4300	INDIRECT COSTS-LANDFILL	(12,950.00)			
10-3840-4015	COLLECT FEE-1.5%-KINSTON	(1,700.00)			
10-3991-9910	FUND BAL APPROPRIATED	(1,235,427.00)			
SUBTOTAL-PAGE 2		-1,273,052.00	SUBTOTAL-PAGE 2		0.00
SUBTOTAL - GENERAL FUND		460,700.00	SUBTOTAL - GENERAL FUND		460,700.00
Reason and Justification for Request:					
Budget Amendment to adjust budgeted revenue and expenditures to more accurately reflect actual revenues and expenditures for eleven (11) months of FY 14-15					
Department Head Approval		Date	Finance Officer Approval		Date
<i>Marta H. Martin</i>		6/30/2015	<i>Marta H. Martin</i>		6/30/2015
Budget Officer Approval		Date			
<i>MW/Arman</i>		7/1/2015			
Board Approval (When Applicable)		Date	Date of Minutes		

Continued on Page 3

BUDGET ORDINANCE AMENDMENT: GENERAL/EMPLOYEE INSURANCE/VEHICLE REPLACE/FEDERALLY SEIZED PROPERTY
 CONTROLLED SUBSTANCE/SCHOOL CAPITAL:FINANCE: \$976,789. INCREASE



LENOIR COUNTY, NORTH CAROLINA
BUDGET AMENDMENT REQUEST

Page 3 of 3

FY 2014 - 2015
 Appropriations

Budget Amendment # _____
 Date Approved _____

Distribution - Finance Office:

PRIOR YEAR

FUND	DEPARTMENT	LINE ITEM DESCRIPTION			
VARIOUS	VARIOUS	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 INCREASE		Amount	Account # and Title INCREASE		Amount
			Continued from Page 2		
11-3987-9802	TRNSF FROM GENERAL FUND	250,000.00	11-4200-1830	CLAIMS PAID-HEALTH INSURANCE	200,000.00
			11-4200-1832	ADMINISTRATIVE COSTS	50,000.00
14-3981-8201	SALE OF VEHICLES	52,223.00	14-4200-3990	VEHICLE AUCTION EXPENSE	52,223.00
15-3320-1000	FORFEITED DRUG PROCEEDS	202,589.00	15-4316-2900	OTHER SUPPLIES	202,589.00
16-3320-2000	CONTROLLED SUBSTANCE TAX	1,193.00	16-4317-2900	OTHER SUPPLIES	1,193.00
21-3593-3300	SCHOOL BLDG CAP FUNDS	130.00	21-5900-5810	CAPITAL RESERVE	10,084.00
21-3991-9910	FUND BALANCE APPROPRIATED	9,954.00			
SUBTOTAL-PAGE 3		516,089.00	SUBTOTAL- PAGE 3		516,089.00
GRAND TOTAL		976,789.00	GRAND TOTAL		976,789.00
Reason and Justification for Request:					
Budget Amendment to adjust budgeted revenue and expenditures to more accurately reflect actual revenues and expenditures for eleven (11) months of FY 14-15.					
Department Head Approval		Date	Finance Officer Approval		Date
<i>Martha H. Miller</i>		<i>6/30/2015</i>	<i>Martha H. Miller</i>		<i>6/30/2015</i>
Budget Officer Approval		Date			
<i>MW Jarman</i>		<i>7/1/2015</i>			
Board Approval (When Applicable)		Date	Date of Minutes		

Finance Office - Copy

Department - Copy

Administration - Copy

INTRODUCED BY: Michael W. Jarman, County Manager DATE: 07/20/15 ITEM NO.: 21

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>
Board of Equalization and Review	E. Randolph Smith 2nd Appearance	2018
Eastern Carolina Workforce Development	Dr. Brantley Briley Harrison Keith Montgomery L. Bruce Parsons 1st Appearance	2016 2016 2016
LC Nursing Home & Adult Care	Carolyn J. Bias 1st Appearance	2016

CURRENT VACANCIES:

- Lenoir County Health Board - (1) Optometrist**
- Lenoir County Equalization and Review Board - (1)**
- Kinston Parks and Recreation Board – (1) Southwood/Contentnea Districts**
- Jury Commission, LC Nursing Home & Adult Care Board**

MANAGER'S RECOMMENDATION:

Respectfully Request Approval.

MW
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>
Board of Equalization and Review	E. Randolph Smith 2nd Appearance	2018

AMENDMENTS:

MOVED _____ SECOND _____

APPROVED _____ DENIED _____ UNANIMOUS _____

YEA VOTES: Hill _____ Brown _____ Best _____ Daughety _____

Davis _____ Rouse _____ Sutton _____

Craig Hill, Chairman

07/20/15
Date

ATTEST 07/20/15
Date

APPLICATION FOR APPOINTMENT

RECEIVED

to

LENOIR COUNTY ADVISORY BOARDS AND COMMISSIONS

JUN 4 2015

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

Advisory Board/Committee/Commission interested in:

Board of Equalization and Review

(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: E. Randolph Smith (Randy)
Address: 496 P.A. Nobles Store Rd.
City/State/Zip: Deep Run, NC 28535
Telephone: (Home) (Work) Cell (252) 560-3096
Occupation: Farmer
Business Address: Same
Age: (Optional):
Number hours available per month for this position: As needed
Training:
Business and Civic Experience/Skills:

Other County Boards/Committees/Commissions presently serving on: LCC Bd of Trustees
Lenoir County Farm Bureau, Lenoir County Soil & Water
Expiration date of Term: 2018

Circle your voting precinct

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

CERTIFICATION

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

Signature of Applicant

Date 4/29/15

1st Appearance

JUN 11 2015

APPLICATION FOR APPOINTMENT to LENOIR COUNTY ADVISORY BOARDS AND COMMISSIONS

LENOIR COUNTY MANAGER'S OFFICE

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

Advisory Board/Committee/Commission interested in:

Eastern Carolina Workforce Development 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: Dr. Brantley Briley
Address: P.O. Box 1713
City/State/Zip: Kinston, NC 28503
Telephone: (Home) 252-522-5777 (Work) 252-233-6862 252-560-2000
Occupation: President, Lenoir Community College
Business Address: P.O. Box 188, Kinston, NC 28502
Age: (Optional):
Number hours available per month for this position: as needed
Training: N/A
Business and Civic Experience/Skills: see attached
Other County Boards/Committees/Commissions presently serving on: see attached
Expiration date of Term: June 30, 2016

Circle your voting precinct

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

CERTIFICATION

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

Signature of Applicant: Brantley Briley by Deborah Tuttle

Date: 6/11/15

RECEIVED

APPLICATION FOR APPOINTMENT
to
LENOIR COUNTY ADVISORY BOARDS AND COMMISSIONS

JUN 10 2015

LENOIR COUNTY
MANAGER'S OFFICE

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

Advisory Board/Committee/Commission interested in:

EASTERN CAROLINA WORKFORCE DEVELOPMENT 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: HARRISON KEISH MONTGOMERY
Address: 3310 EDWARDS CT
City/State/Zip: GREENVILLE, NC 27858
Telephone: (Home) 252-321-1507 (Work) 252-522-9942
Occupation: HR MANAGER - WEST PHARMACEUTICAL SERVICES
Business Address: 1028 INNOVATION WAY, KINSTON, NC 28504
Age: (Optional): 61
Number hours available per month for this position: AS NEEDED
Training: CURRENT ECWDB BOARD MEMBER + BBA/MBA/ISD
Business and Civic Experience/Skills: BOARD MEMBER PARTNERSHIP FORCE CHILDREN; FORMER UNITED WAY BOARD MEMBER; LENOIR 2020
Other County Boards/Committees/Commissions presently serving on: LCPS ADVISORY COMMITTEE
Expiration date of Term: ECWDB BOARD 6/2015

Circle your voting precinct

- | | |
|---|--|
| K-1 (Carver Courts Recreation Center) | Institute (Institute Methodist Church) |
| K-2 (Old Plummer Daniel's Building) | Moseley Hall (Frink Middle School Gym) |
| K-3 (Fairfield Recreation Center) | Neuse (Agricultural Center) |
| K-4 (Northwest Elementary School) | Pink Hill 1 (Bethel Baptist Church) |
| 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

JUNE 10, 2015
Date

1st Appearance

RECEIVED

JUN 10 2015

APPLICATION FOR APPOINTMENT

to

LENOIR COUNTY ADVISORY BOARDS AND COMMISSIONS

LENOIR COUNTY MANAGER'S OFFICE

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

Advisory Board/Committee/Commission interested in:

WORKFORCE DEVELOPMENT BOARD, NEW BERRY

(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: L. BRUCE PARSON
Address: 2103 SAINT GEORGE PLACE
City/State/Zip: KINSTON NC 28504
Telephone: (Home) 252 527 2845 (Work) 252 233 6889
Occupation: BUSINESS MANAGER
Business Address: 231 HENWAY ST SOUTH
Age: (Optional):
Number hours available per month for this position: 6
Training: MASTERS DEGREE
Business and Civic Experience/Skills: 30 YEARS IN INDUSTRIAL MANAGEMENT. HAVE SERVED ON VARIOUS BOARDS FOR 30 YEARS +
Other County Boards/Committees/Commissions presently serving on: WASA BOARD
Expiration date of Term:

Circle your voting precinct

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

CERTIFICATION

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

Signature of Applicant

Date 6-9-15

JUN 30 2015

LENOIR COUNTY
MANAGER'S OFFICE

APPLICATION FOR APPOINTMENT
LENOIR COUNTY COUNCIL ON AGING

Community Advisory Committee NA/ADA

The Lenoir County Council on Aging believes that all citizens should have the opportunity to participate in serving senior citizens. One way of participating is by serving as a member on the Board of Directors. If you want to be considered for appointment to the Board of Directors, please complete the Application below and mail it to the Chair, Lenoir County Council on Aging, 112 E. Blount Street, Kinston, NC 28501, or fax to (252)-527-8899.

Name: Carolyn J. Bias

Address: 746 Dawson Station Rd, Kins

City/State/Zip: KINSTON, NC 28504

Telephone: (Home) 252-527-9738 (Work) _____

Occupation: courier / medical office assistant

Business Address: _____

Age: (Required) 52 Bylaws read "No less than 25% of the total board will be sixty years of age or older."

Number of hours available per month for this position: As needed with notice

Training: see attached

Business and Civic Experience/Skills. Please attach a narrative of your interest in the Lenoir County Council on Aging and what talents/skills can you bring to the Agency.

Other Boards/Committees presently serving on: _____

Circle your voting precinct

- K-1 (Carver Courts Recreation Center)
- K-2 (Old Plummer Daniel's Building)
- K-3 (Fairfield Recreation Center)
- F-4 (Northwest Elementary School)
- F-5 (Spilman Baptist Church)
- K-6 (Teachers Memorial School)
- K-7 (Emma Webb Recreation Center)
- K-8 (Holloway Recreation Center)
- K-9 (Kinston Number 4 Fire Station)
- Contentnea (Grainger Baptist Church)
- Falling Creek (Banks Elementary Gym)

- Institute (Institute Methodist Church)
- Moseley Hall (Frink Middle School Gym)
- Neuse (Agricultural Center)
- Pink Hill 1 (Bethel Baptist Church)
- Pink Hill 2 (Pink Hill Rescue Station)
- Sand Hill (Sand Hill VF Department)
- Southwest (Southwood VF Department)
- Trent 1 (Deep Run VF Department)
- Trent 2 (Moss Hill Ruritan Building)
- Vance (GTP Ed & Training Ctr)
- Woodington (Woodington Middle School)

Certification

I certify that I have read and understand that if I have more than 33.33% of absenteeism within a twelve-month period from all board meetings shall constitute a resignation. Article XVII - Dismissal, from the LCCOA bylaws is printed on reverse side of this Application.

Carolyn J. Bias
Signature of Applicant

6/30/15
Date

Carolyn J. Bias PBT, BSAM

746 Dawson Station Road, Kinston, NC 28504

Home: (252) 527-9738

Cell: (252) 714-2036

cjb1163@embarqmail.com

EMPLOYMENT HISTORY:

- 11/13 – Present **Family Medicine and Rehab Center**
Kinston, NC
Medical Office Assistant
Assist physicians and patients during office visits, check vital signs, update medical records, handle referrals, phlebotomy
- 05/12 – Present **Lenoir County Board of Elections**
Kinston, NC
Assistant:
Assist voters in the polling process during elections.
- 08/89 – Present **Laboratory Corporation of America (LabCorp)**
Greenville, NC
Senior Service Representative:
Customer relations; transport and delivery of medical specimens and supplies; preparing specimens for shipment to laboratory
Past Responsibilities :
Phlebotomy; drug screen collection; operation of breath alcohol equipment, electrocardiograph equipment, and general office equipment; customer / patient relations; inventory control; data entry, information systems including Microsoft Office, Internet Explorer, Outlook Express, Specimen Integrity system (SIS), Zephyr laboratory system. Assist with the implementation of corporate safety policies. Management of three locations from 1990 – 1993 for National Health Laboratories.
- 04/99 – 12/11 **Lenoir Community College - Greene County**
Snow Hill, NC / Kinston, NC
Continuing Education Instructor:
Phlebotomy – Instruct students on the basics of phlebotomy techniques, equipment, safety, OSHA regulations, infection control and patient relations. Closely supervise students during lab practicum sessions. Placement and follow-up of students for clinical rotation.
- 05/96 – 04/99 **Tyson Farms**
Kinston, NC
General bookkeeping and secretarial for a private farming operation. Use of general office equipment and business software including Microsoft Office Pro and Quickbooks.
- 06/86 - 08/89 **Lenoir Memorial Hospital**
Kinston, NC
Venipuncture Technician:
Performed phlebotomy, general clerical duties, data entry and results inquiry on the Sunquest Computer system

EDUCATION:

Carolyn J. Bias

North Lenoir High School

LaGrange, NC

1981 Graduate

Lenoir Community College

Kinston, NC

1981-82 Curriculum: Executive Secretary

1995 Principles of Real Estate (continuing education)

1997 ECG Monitor Technician (continuing education)

Eastern Area Health Education Center

Greenville, NC

1997 12-Lead EKG Interpretation (continuing education)

Pitt Community College

Greenville, NC

2001 General Occupational Courses

Everglades University

Boca Raton, FL

2008 Bachelor of Science in Alternative Medicine

Graduating GPA 3.97

ACHIEVEMENTS and CERTIFICATIONS:

North Lenoir High School

1980-1981 National Honor Society

Lenoir Community College

1981-82 Emergency Medical Technician Certification

American Society of Clinical Pathologists (ASCP)

1989 - present Phlebotomy Certification

U.S. Alcohol Testing of America

1995 Breath Alcohol Technician Certification

Alco-Analyzer 2100 Breath Alcohol Equipment

Intoximeters, Inc.

1996 Breath Alcohol Technician Certification

Alco-Sensor IV Breath Alcohol Equipment

American Heart Association

2004 - 2011 Basic Life Support Certification

2004 - 2011 Basic Life Support Instructor Certification

Everglades University

2008 Honors – Summa cum Laude

06/03/2015

Thank you for considering my application for appointment to the Community Advisory Committee NH/ADH. I am a 52-year-old female with extensive experience in the medical laboratory field. With this experience I have become very familiar with OSHA Standards regarding medical facilities as well as patient / community relations.

I have an interest in the aging population due, in part, to being the primary caregiver for my 92-year-old mother. I want her, and others, to have the best care possible in whatever situation they may be.

I have accompanied Audrey Tyson on her inspection of several of the Adult Care Homes in Lenoir County. It was a very interesting and enlightening experience and I would love to be more involved in assuring these residents get top quality care.

Currently, I am enrolled in a class (to begin June 17, 2015) to work toward a certificate in Gerontology. The topics covered include:

- Introduction To Gerontology
- Physiology of Aging
- Mental Health and Aging
- Healthy Aging
- Pain Assessment and Management in the Older Adult
- Death and Dying
- Sleep and Aging
- The Older Woman
- Elder Abuse
- Aging and Disorders of Communication
- Alzheimer's Disease: Mysteries and Possibilities

I feel this course will give me the knowledge to better serve our aging population.

Attached is a copy of my resume'.

Again, thank you for your consideration of my application.

A handwritten signature in cursive script that reads "Carolyn J. Bias". The signature is written in dark ink and is positioned at the bottom of the letter.

TO: Chairman and Members of the Board
FROM: Mike Jarman, County Manager
DATE: July 20, 2015
SUBJECT: Items from County Manager

1. 703 E. Washington Street Property
2. Designation of Voting Delegate Form
3. NCACC District Rotation
4. Inspections & Permit Reports (June & July)
5. CDBG Quarterly Progress Reports

6/18/2015

Action Required

Picture Number	NC Pin Number	Record Number	Street #	Street Name	Town	Anything on Property	How Acquired	Taxes Owed	Foreclosure Costs	Tax Value	Bids		Recommendation
											Previous Bid	Current Bid	
63.	4525-1564-8891	7930	703	E. Washington St.	Kinston	Yes	Tax Foreclosure	\$ 4,356.40	\$ 1,992.21	\$ 21,022.00		\$ 1,500.00	



Designation of Voting Delegate to NCACC Annual Conference

I, _____, hereby certify that I am the duly designated voting delegate for _____ County at the 108th Annual Conference of the North Carolina Association of County Commissioners to be held in Pitt County, N.C., on August 20-23, 2015.

Signed: _____

Title: _____

Article VI, Section 2 of our Constitution provides:

“On all questions, including the election of officers, each county represented shall be entitled to one vote, which shall be the majority expression of the delegates of that county. The vote of any county in good standing may be cast by any one of its county commissioners who is present at the time the vote is taken; provided, if no commissioner be present, such vote may be cast by another county official, elected or appointed, who holds elective office or an appointed position in the county whose vote is being cast and who is formally designated by the board of county commissioners. These provisions shall likewise govern district meetings of the Association. A county in good standing is defined as one which has paid the current year's dues.”

Please return this form to Sheila Sammons by: **Friday, August 7, 2015:**

NCACC
215 N. Dawson St.
Raleigh, NC 27603
Fax: (919) 719-1172
sheila.sammons@ncacc.org
(p) (919) 715-4365



Lenoir County
Local Government

Mike Jarman <mjarman@co.lenoir.nc.us>

NCACC District Rotation

1 message

Marcia Wilson <Marcia.Wilson@waynegov.com>

Mon, Jul 6, 2015 at 9:52 AM

To: "wchill@co.lenoir.nc.us" <wchill@co.lenoir.nc.us>, Mike Jarman <mjarman@co.lenoir.nc.us>
Cc: George Wood <george.wood@waynegov.com>, Tommy Burns <tommy.burns@waynegov.com>, Bill Pate <bill.pate@waynegov.com>, Edward Cromartie <Edward.Cromartie@waynegov.com>, Joe Daughtery <joe.daughtery@waynegov.com>, Joe Gurley <Joe.Gurley@waynegov.com>, John Bell <John.Bell@waynegov.com>, Ray Mayo <Ray.Mayo@waynegov.com>, Wayne Aycock <wayne.aycock@waynegov.com>

Good morning Chairman Hill and County Manager Jarman,

I have attached a letter outlining the previous agreement in 1999 for the counties in North Carolina Association of County Commissioners Association District 3. Wayne County Commissioner Bill Pate has been serving as District 3 Director and his term will expire in August. As you can see, Lenoir County is next in line to have the District 3 Director position. I wanted to make sure you were aware of the North Carolina Association of County Commissioners District rotation prior to the annual conference.

Please let me know if you have any questions.

Marcia Wilson

Marcia R. Wilson

Wayne County Clerk to the Board

P.O. Box 227

Goldsboro, NC 27533-0227

Office - 919 731-1445

Fax 919 731-1446

Marcia.Wilson@waynegov.com

www.waynegov.com



NCACC District Rotation.pdf

430K

RECEIVED OCT 08 1999

COUNTY COMMISSIONERS

Anthony M. Padgett, Chairman
Ernest J. Wright, Vice-Chairman
Lawrence D. Fitzpatrick
W.C. Jarman
Paul M. Starzynski



Office of the County Manager
Ronald B. Lewis, Manager
Jeffrey L. Hudson, Deputy County Manager
Leitia M. Black, Clerk to the Board

COUNTY OF ONSLOW

October 7, 1999

Mr. C. Ronald Aycock, Executive Director
NC Association of County Commissioners
PO Box 1488
Raleigh, NC 27602-1488

Dear Mr. Aycock:

Pursuant to my letter dated August 23, 1999, to the nine Boards of Commissioners in the Association's District Three, we have received a majority of the Boards' responses.

District Three Commissioners request that the Association consider this letter as the formal rotating schedule for the NCACC District Three Director's position.

According to this schedule, my term will expire in 2001, and Duplin County will be the next County in the rotation schedule.

- Onslow County
- Duplin County
- Craven County
- Carteret County
- Jones County
- Pamlico County
- Greene County
- Wayne County
- Lenoir County

Thank you for your consideration of this formal request. Please let us hear from you at your earliest convenience as to your approval.

Sincerely,

Anthony M. Padgett, Chairman
Onslow County Board of Commissioners
and District Three Director

/amb

Enclosure

c: The Honorable Commissioners
of NCACC District Three



**LENOIR COUNTY
PLANNING & INSPECTIONS DEPARTMENT**

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



**LENOIR COUNTY INSPECTIONS
PERMIT/INSPECTION REPORT**

JUNE 2015

PERMITS ISSUED: 130

PERMITS VALUE: \$ 9,234,295

PERMIT FEES: \$ 15,787

SINGLE FAMILY DWELLINGS: 2

MOBILE HOMES: 10

COMMERCIAL: 4

ADDITIONS: 5

ELECTRICAL: 37

PLUMBING: 17

MECHANICAL: 39

OTHER: 16

TOTAL INSPECTIONS: 243

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

Printed: 07-01-2015

	[Designated period: 06/01/15 to 06/30/15]				[Prior period: 06/01/14 to 06/30/14]				
	Code	Prms	Valuation	Fees Paid	Units	Prms	Valuation	Fees Paid	Units
NEW RES. HOUSEKEEPING - LENOIR COUNTY									
* Single Family Houses Detached	101B	2	235,500.00	620.00	2	3	618,000.00	1,538.00	3
* Single Family Houses Attached	102B		.00	.00	0	0	.00	.00	0
* 2 Family Building	103B		.00	.00	0	0	.00	.00	0
* 3 and 4 Family Buildings	104B		.00	.00	0	0	.00	.00	0
* 5 or More Family Buildings	105B		.00	.00	0	0	.00	.00	0
*TOTAL INFORMATION 101-105	109B		.00	.00	0	0	.00	.00	0
NEW RESIDENTIAL NON-HOUSEKEEPING BL:									
* Hotels, Motels & Tourist Cabins ..	213B		.00	.00	0	0	.00	.00	0
* Other Non-Housekeeping Shelter ...	214B		.00	.00	0	0	.00	.00	0
NEW NON-RESIDENTIAL BUILDINGS:									
* Amusement, Social, & Recreational	318B		.00	.00	0	0	.00	.00	0
* Churches & Other Religious	319B		.00	.00	0	0	.00	.00	0
* Industrial	320B	2	7,525,000.00	5,050.00	2	0	.00	.00	0
* Prkng Garages (Blds & Open Decked)	321B		.00	.00	0	0	.00	.00	0
* Service Stations & Repair Garages	322B		.00	.00	0	0	.00	.00	0
* Hospitals & Institutional	323B		.00	.00	0	0	.00	.00	0
* Offices, Banks, & Professional ...	324B		.00	.00	0	0	.00	.00	0
* Public Works & Utilities	325B		.00	.00	0	0	.00	.00	0
* Schools & Other Educational	326B		.00	.00	0	0	.00	.00	0
* Stores & Customer Services	327B		.00	.00	0	0	.00	.00	0
* Other Non-Residential Bldgs	328B	2	22,000.00	116.00	2	1	15,000.00	100.00	1
* Structures Other than Buildings ...	329B		.00	.00	0	0	.00	.00	0
ADDITIONS, ALTERATIONS, & CONVERSION									
* Residential	434B	3	67,100.00	278.00	3	7	222,000.00	675.00	7
* Non-Residential & Non-Housekeeping	437B		.00	.00	0	1	425,000.00	3,056.00	1
* Adds of Res. CP/Garages (Atch/Detc)	438B	2	20,500.00	140.00	2	2	52,267.00	191.00	2
DEMOLITIONS AND RAZING OF BUILDINGS:									
* Single Family Houses (Atch/Detach)	645B		.00	.00	0	0	.00	.00	0
* 2 Family Buildings	646B		.00	.00	0	0	.00	.00	0
* 3 & 4 Family Buildings	647B		.00	.00	0	0	.00	.00	0
* 5 or More Family Buildings	648B		.00	.00	0	0	.00	.00	0
* All Other Buildings and Structures	649B		.00	.00	0	0	.00	.00	0

TOTALS FOR PERMITS THIS PAGE		11	7,870,100.00	6,204.00	11	14	1,332,267.00	5,560.00	14

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

Printed: 07-01-2015

[Designated period: 06/01/15 to 06/30/15] [Prior period: 06/01/14 to 06/30/14]
 Code Prms Valuation Fees Paid Units Prms Valuation Fees Paid Units

MOBILE/MODULAR OFFICE/CLASSROOM									
*MOBILE OFFICE	740B		.00	.00	0	0	.00	.00	0
*MODULAR CLASSROOM	750B		.00	.00	0	0	.00	.00	0
*MODULAR OFFICE	730B		.00	.00	0	0	.00	.00	0
ELECT./PLUMB/HEAT/A/C/INS/TEMP POLE:									
*ELECTRICAL	800B	37	796,913.00	3,714.00	36	40	140,550.00	3,241.00	40
*PLUMBING	810B	17	38,395.00	1,048.00	17	15	153,199.00	1,554.00	14
*HEATING/ AIR CONDITIONING	820B	39	141,950.00	2,298.00	38	35	203,264.00	2,859.00	35
*INSULATION	830B	4	22,000.00	250.00	4	4	13,000.00	224.00	4
*TEMPORARY POLE	840B	1	1,000.00	50.00	1	3	2,750.00	150.00	3
RESIDENTIAL ACCESSORY STRUCTURES									
*STORAGE/PORCHES/PATIOS/DECKS	900B		.00	.00	0	0	.00	.00	0
MISCELLANEOUS:									
*CHANGE OF OCCUPANCY	910B		.00	.00	0	0	.00	.00	0
*INSPECT DWELLING	920B	1	.00	.00	1	0	.00	.00	0
*TENTS	930B		.00	.00	0	0	.00	.00	0
*SATELLITE DISH	940B		.00	.00	0	0	.00	.00	0
*AWNING	950B		.00	.00	0	0	.00	.00	0
*EXTRA INSPECTIONS	960B	8	18,250.00	873.00	8	7	1,450.00	260.00	7
*FIRE PROTECTION SPRINKLER SYSTEM	966B	1	34,950.00	200.00	1	0	.00	.00	0
*MOVING DWELLING ONLY	970B		.00	.00	0	0	.00	.00	0
*SIGN	980B		.00	.00	0	1	12,000.00	250.00	1
*FIREWORKS	985B		.00	.00	0	0	.00	.00	0
*SWIMMING POOL	990B		.00	.00	0	0	.00	.00	0
*TANKS	995B		.00	.00	0	0	.00	.00	0
MOBILE HOMES									
*SINGLE WIDE MOBILE HOME	700B	6	153,137.00	600.00	6	5	75,000.00	500.00	5
*DOUBLE WIDE MOBILE HOME	710B	4	154,000.00	500.00	4	1	8,000.00	125.00	1
*MODULR HOME	720B		.00	.00	0	2	187,258.00	536.00	2

TOTALS FOR PERMITS ABOVE (incl. pg 1)		129	9,230,695.00	15,737.00	127	127	2,128,738.00	15,259.00	126
Totals of other permits in the period		1	3,600.00	50.00	0	0	.00	.00	0
TOTAL FOR ALL PERMITS IN THE PERIOD		130	9,234,295.00	15,787.00	127	127	2,128,738.00	15,259.00	126

This Report was printed on Wednesday, July 01, 2015

Lenoir County

Item Totals for Inspector ID

GO 127
 GO WH 1
 VW 115

 243 Entries for Inspector ID

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

<----- Inspections -----> <----- Re-Inspections -----> Based On # Activities

#ACTIVITIES	INSPECTIONS	PASSED	CORRECTIONS	RE-INSPECTIONS	PASSED	CORRECTIONS	RE-INSPECTIONS REQUIRED
243	216	193	23	27	25	2	25
	%INSPECTIONS	%PASSED	%CORRECTIONS	%RE-INSPECTIONS	%PASSED	%CORRECTIONS	%RE-INSPECTIONS REQUIRED
	89	89	11	11	93	7	10



**LENOIR COUNTY
PLANNING & INSPECTIONS DEPARTMENT**

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



**LENOIR COUNTY INSPECTIONS
PERMIT/INSPECTION REPORT**

JULY 2014 TO JUNE 2015

PERMITS ISSUED: 1419

PERMITS VALUE: \$ 116,324,957

PERMIT FEES: \$ 168,488

SINGLE FAMILY DWELLINGS: 34

MOBILE HOMES: 112

COMMERCIAL: 33

ADDITIONS: 71

ELECTRICAL: 432

PLUMBING: 178

MECHANICAL: 372

OTHER: 187

TOTAL INSPECTIONS: 2271

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

Printed: 07-01-2015

[Designated period: 07/01/14 to 06/30/15] [Prior period: 07/01/13 to 06/30/14]
 Code Prms Valuation Fees Paid Units Prms Valuation Fees Paid Units

	Code	Prms	Valuation	Fees Paid	Units	Prms	Valuation	Fees Paid	Units
NEW RES. HOUSEKEEPING - LENOIR COUNTY									
* Single Family Houses Detached	101B	20	4,370,880.00	10,461.00	20	18	3,670,400.00	8,602.00	18
* Single Family Houses Attached	102B		.00	.00	0	0	.00	.00	0
* 2 Family Building	103B		.00	.00	0	1	175,000.00	639.00	1
* 3 and 4 Family Buildings	104B		.00	.00	0	0	.00	.00	0
* 5 or More Family Buildings	105B		.00	.00	0	0	.00	.00	0
*TOTAL INFORMATION 101-105	109B		.00	.00	0	0	.00	.00	0
NEW RESIDENTIAL NON-HOUSEKEEPING BL:									
* Hotels, Motels & Tourist Cabins ..	213B		.00	.00	0	0	.00	.00	0
* Other Non-Housekeeping Shelter ...	214B		.00	.00	0	0	.00	.00	0
NEW NON-RESIDENTIAL BUILDINGS:									
* Amusement, Social, & Recreational	318B	1	150.00	150.00	1	2	21,000.00	194.00	2
* Churches & Other Religious	319B	1	4,000.00	135.00	1	3	446,000.00	1,755.00	3
* Industrial	320B	8	53,425,402.00	25,839.00	8	6	6,429,455.00	17,531.00	6
* Prkng Garages (Blds & Open Decked)	321B	2	73,133.00	366.00	2	1	25,000.00	101.00	0
* Service Stations & Repair Garages	322B		.00	.00	0	0	.00	.00	0
* Hospitals & Institutional	323B		.00	.00	0	1	416,000.00	1,282.00	1
* Offices, Banks, & Professional ...	324B	1	160,000.00	500.00	1	1	30,000.00	309.00	1
* Public Works & Utilities	325B	2	15,216,244.00	16,017.50	2	1	4,200,000.00	2,352.00	1
* Schools & Other Educational	326B		.00	.00	0	0	.00	.00	0
* Stores & Customer Services	327B	1	5,000.00	50.00	1	4	773,150.00	2,954.00	4
* Other Non-Residential Bldgs	328B	8	637,000.00	1,686.00	8	10	291,000.00	1,997.00	10
* Structures Other than Buildings ...	329B		.00	.00	0	6	206,725.00	1,750.00	6
ADDITIONS, ALTERATIONS, & CONVERSION									
* Residential	434B	49	1,881,870.00	5,687.00	49	65	1,193,211.00	5,599.00	64
* Non-Residential & Non-Housekeeping	437B	7	26,264,686.00	1,420.00	7	1	425,000.00	3,056.00	1
* Adds of Res. CP/Garages(Atch/Detc)	438B	22	381,639.00	2,630.00	22	7	139,367.00	550.00	7
DEMOLITIONS AND RAZING OF BUILDINGS:									
* Single Family Houses (Atch/Detach)	645B		.00	.00	0	0	.00	.00	0
* 2 Family Buildings	646B		.00	.00	0	0	.00	.00	0
* 3 & 4 Family Buildings	647B		.00	.00	0	0	.00	.00	0
* 5 or More Family Buildings	648B		.00	.00	0	0	.00	.00	0
* All Other Buildings and Structures	649B		.00	.00	0	0	.00	.00	0

TOTALS FOR PERMITS THIS PAGE		122	102,420,004.00	64,941.50	122	127	18,441,308.00	48,671.00	125

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

Printed: 07-01-2015

	[Designated period: 07/01/14 to 06/30/15]				[Prior period: 07/01/13 to 06/30/14]				
	Code	Prms	Valuation	Fees Paid	Units	Prms	Valuation	Fees Paid	Units
	----	----	-----	-----	-----	----	-----	-----	-----
MOBILE/MODULAR OFFICE/CLASSROOM									
*MOBILE OFFICE	740B		.00	.00	0	1	16,000.00	225.00	1
*MODULAR CLASSROOM	750B	1	75,000.00	350.00	0	0	.00	.00	0
*MODULAR OFFICE	730B	1	13,000.00	225.00	1	0	.00	.00	0
ELECT./PLUMB/HEAT/A/C/INS/TEMP POLE:									
*ELECTRICAL	800B	432	6,123,135.00	30,445.00	430	475	6,685,770.00	30,836.00	468
*PLUMBING	810B	178	438,160.00	10,841.00	178	171	498,269.00	12,741.00	170
*HEATING/ AIR CONDITIONING	820B	372	2,141,898.00	24,572.00	368	365	3,625,396.00	24,882.00	355
*INSULATION	830B	39	139,350.00	2,092.00	38	48	117,167.00	2,679.00	48
*TEMPORARY POLE	840B	16	11,500.00	800.00	16	21	14,400.00	1,050.00	20
RESIDENTIAL ACCESSORY STRUCTURES									
*STORAGE/PORCHES/PATIOS/DECKS	900B		.00	.00	0	0	.00	.00	0
MISCELLANEOUS:									
*CHANGE OF OCCUPANCY	910B	1	.00	150.00	1	0	.00	.00	0
*INSPECT DWELLING	920B	4	.00	.00	4	1	.00	.00	1
*TENTS	930B		.00	.00	0	0	.00	.00	0
*SATELLITE DISH	940B		.00	.00	0	0	.00	.00	0
*AWNING	950B		.00	.00	0	0	.00	.00	0
*EXTRA INSPECTIONS	960B	116	119,989.00	13,558.00	115	77	42,565.00	4,855.00	77
*FIRE PROTECTION SPRINKLER SYSTEM	966B	3	229,245.00	2,636.00	3	4	374,760.00	3,348.00	4
*MOVING DWELLING ONLY	970B		.00	.00	0	0	.00	.00	0
*SIGN	980B	5	19,711.25	1,250.00	5	5	49,400.00	750.00	5
*FIREWORKS	985B		.00	.00	0	0	.00	.00	0
*SWIMMING POOL	990B		.00	.00	0	3	102,898.00	250.00	3
*TANKS	995B		.00	.00	0	0	.00	.00	0
MOBILE HOMES									
*SINGLE WIDE MOBILE HOME	700B	79	1,688,540.10	7,900.00	78	57	972,262.00	5,650.00	57
*DOUBLE WIDE MOBILE HOME	710B	33	1,389,425.00	4,125.00	33	26	908,184.00	3,250.00	26
*MODULR HOME	720B	14	1,507,400.00	4,452.00	14	11	1,392,558.00	3,587.00	11
TOTALS FOR PERMITS ABOVE (incl. pg 1)	1416		116,316,357.35	168,337.50	1406	1392	33,240,937.00	142,774.00	1371
Totals of other permits in the period	3		8,600.00	150.00	2	6	160,849.00	593.00	4
TOTAL FOR ALL PERMITS IN THE PERIOD	1419		116,324,957.35	168,487.50	1408	1398	33,401,786.00	143,367.00	1375

This Report was printed on Wednesday, July 01, 2015

Lenoir County

Item Totals for Inspector ID

```

DB          1
GO         1074
GO  C       2
GO  S       1
GO  C       1
GO  DB      2
GO  S       1
GO  VW      2
GO  WH      2
GO/DB      1
GON         1
GOWH C     3
VW         1174
VW  SC      1
VW/DB      5
    
```

 2,271 Entries for Inspector ID

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

<----- Inspections -----> <----- Re-Inspections -----> Based On # Activities

#ACTIVITIES	INSPECTIONS	PASSED	CORRECTIONS	RE-INSPECTIONS	PASSED	CORRECTIONS	RE-INSPECTIONS REQUIRED
2,271	2,070	1,842	228	201	179	22	247
	%INSPECTIONS	%PASSED	%CORRECTIONS	%RE-INSPECTIONS	%PASSED	%CORRECTIONS	%RE-INSPECTIONS REQUIRED
	91	89	11	9	89	11	11

CDBG QUARTERLY PROGRESS REPORT

Grantee:	<u>County of Lenoir</u>	Grant No:	<u>11-C-2375</u>	Amount Awarded:	<u>\$500,000</u>
Period Covered :	<u>4/1/15 - 6/30/15</u>	Calendar Quarter:	<u>2</u>	Date Prepared:	<u>7/10/15</u>
Grant Category:	<u>2011 CDBG NC Catalyst</u>		Project Name:	<u>Spring Drive Housing and Community Development Project</u>	
Prepared By:	<u>C. David Harris</u>		Title:	<u>CDBG Project Manager</u>	
Endorsed By:	<u>Michael W. Jarman</u>		Title:	<u>County Manager</u>	

Activity	LF, #Properties #Units Proposed	# Completed This Quarter	# Completed To Date	# Persons Proposed	# Persons AMI	# Persons MI	# Persons LI	# Persons VLI
C-1 Rehabilitation	2	0	0	3	0	3	0	0
C-1 Rehabilitation/Reconstruction	1	0	0	1	0	0	0	1
C-1 Rehab/Temp Relocation	1	0	0	1	0	0	0	1
C-1 Rehabilitation/Clearance	1	0	0	1	0	0	0	1
C-1 Sewer Improvements	575 LF	0	0	5	1	3	0	1
C-1 Water Improvements	575 LF	0	0	5	1	3	0	1
C-1								
TOTAL								

Activity	Activity Code	Budget	Expended This Quarter	Expended To Date	Amt. Req. This Quarter	Amt. Req. To Date	(3-Fm Hd) Gender	Race
C-1 Rehabilitation	9A	\$119,659	\$0.00	\$11,050.00	\$0.00	\$11,050.00	F-3	AA-3
C-1 Rehabilitation/Reconstruction	9A	\$109,241	\$0.00	\$14,047.04	\$0.00	\$14,047.04	F-1	AA-1
C-1 Rehab/Temp Relocation	9A	\$13,700	\$0.00	\$0.00	\$0.00	\$0.00	F-1	AA-1
C-1 Rehabilitation/Clearance	9A	\$3,400	\$0.00	\$0.00	\$0.00	\$0.00	F-1	AA-1
C-1 Sewer Improvements	4B	\$119,427	\$5,332.50	\$13,731.25	\$5,332.50	\$13,731.25	M-1, F-4	AA-5
C-1 Water Improvements	4A	\$84,573	\$6,754.50	\$17,401.25	\$6,754.50	\$17,401.25	M-1, F-4	AA-5
C-1 Administration	13	\$50,000	\$0.00	\$18,385.30	\$0.00	\$18,385.30		
C-1								
C-1 Administration								
TOTAL		\$500,000	\$12,087.00	\$74,614.84	\$12,087.00	\$74,614.84		

Notes: Bids received and awarded for all housing activities and water/sewer improvements. Work was delayed from Jan to April 2015 pending approval of Program Amendment. Housing work delayed due to contractors finishing work in progress when Amendment was approved. Sewer work delayed due to moratorium issued by DENR to La Grange sewer system in May. Alternative sewer connections developed by Town. County to request extension in July to complete all housing, water and sewer improvements before end of 2015. Local Contribution: \$30,000 Local Funds Expended: \$5,000

Prepared By:		Title:	<u>CDBG Project Manager</u>	Date:	<u>07/10/15</u>
Endorsed By:		Title:	<u>County Manager</u>	Date:	<u>7/13/15</u>



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

PAT MCCRORY
GOVERNOR

ANTHONY J. TATA
SECRETARY

June 16, 2015

Representative John R. Bell, IV
North Carolina House of Representatives
300 North Salisbury Street, Room 419B
Raleigh, North Carolina 27603-5925

Dear Representative Bell:

I am writing today at the request of both the Lenoir County School Board and the Lenoir County Commissioners to solicit your initiating legislation to allow school and activity busses to not be required to stop at two specific railroad crossings in Lenoir County.

The two locations are near the Contentnea-Savannah Middle School in northeastern Lenoir County. The School Board and County Commissioners have expressed concern for safety of the busses when they have to stop at the railroad crossing on NC11 (Crossing number 642092M) and at SR1735 (Ferrell Road) (crossing number 642091F). These two roadways intersect about ¼ mile from the school and the railroad spur crosses both roadways at the intersection. According to the School system there are nine busses which must cross these two crossings. The crossing on Ferrell Road is located about 46 ft. from NC11 and when busses stop coming from NC11 it leaves the back of the bus extending into the travel lane of NC11. Both railroad crossings are equipped with flashers and gates to notify motorists when a train is approaching.

Attached is a preliminary draft bill which is modeled after a similar bill passed in 2009 for a crossing in Craven County. I am confident that the School Board and County Commissioners can provide any supporting documentation that you may need. Your consideration of this legislation would be appreciated, and should you have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "John W. Rouse, Jr.", written over a white background.

John W. Rouse, Jr., P.E.
Division Engineer

MAILING ADDRESS:
NC DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
DIVISION TWO
P.O. BOX 1587
GREENVILLE, NC 27835

TELEPHONE: (252) 439-2800
FAX: (252) 830-3352

WEBSITE: WWW.NCDOT.GOV

LOCATION:
105 PACTOLUS HIGHWAY
GREENVILLE, NC

cc: Mike Holder, P.E., Chief Engineer
Bobby Lewis, P.E., Chief of Staff
Preston Hunter, P.E., Division Maintenance Engineer
Steve Hamilton, P.E. Division Traffic Engineer
Haywood Daughtry, P.E., Eastern Regional Traffic Engineer
Craig Hill, Chairman, Lenoir County Commissioners
Eric Rouse, Lenoir County Commissioner
Jon Sargeant, Chairman, Lenoir County School Board

GENERAL ASSEMBLY OF NORTH CAROLINA
SESSION 2015

HOUSE BILL XXXX
RATIFIED BILL

AN ACT TO ALLOW SCHOOL BUSES AND ACTIVITY BUSES TO CROSS CERTAIN
RAILROAD GRADE CROSSINGS WITHOUT FIRST STOPPING.

The General Assembly of North Carolina enacts:

SECTION 1. G.S. 20-142.3 reads as rewritten:

"§ 20-142.3. **Certain vehicles must stop at railroad grade crossing.**

(a) Before crossing at grade any track or tracks of a railroad, the driver of any school bus, any activity bus, any motor vehicle carrying passengers for compensation, any commercial motor vehicle listed in 49 C.F.R. § 392.10, and any motor vehicle with a capacity of 16 or more persons shall stop the vehicle within 50 feet but not less than 15 feet from the nearest rail of the railroad. While stopped, the driver shall listen and look in both directions along the track for any approaching train and shall not proceed until the driver can do so safely. Upon proceeding, the driver of the vehicle shall cross the track in a gear that allows the driver to cross the track without changing gears and the driver shall not change gears while crossing the track or tracks.

(b) Except for school buses and activity buses, the provisions of this section shall not require the driver of a vehicle to stop:

(1) At railroad tracks used exclusively for industrial switching purposes within a business district.

(2) At a railroad grade crossing which a police officer or crossing flagman directs traffic to proceed.

(3) At a railroad grade crossing protected by a gate or flashing signal designed to stop traffic upon the approach of a train, when the gate or flashing signal does not indicate the approach of a train.

(4) At an abandoned railroad grade crossing which is marked with a sign indicating that the rail line is abandoned.

(5) At an industrial or spur line railroad grade crossing marked with a sign reading "Exempt" erected by or with the consent of the appropriate State or local authority.

(b1) Notwithstanding the provisions of subsection (b) of this section, no school bus or activity bus shall be required to stop at railroad spur grade crossing 642091F on Ferrell Road (SR1735) or at railroad spur grade crossing 642092M on NC11.

(c) A person violating the provisions of this section shall be guilty of an infraction and punished in accordance with G.S. 20-176. Violation of this section shall not constitute negligence per se.

(d),(e) Repealed by Session Laws 2001-487, s. 50(g).

(f) An employer who knowingly allows, requires, permits, or otherwise authorizes a driver of a commercial motor vehicle to violate this section shall be guilty of an infraction. Such employer will also be subject to a civil penalty under G.S. 20-37.21."

SECTION 2. This act applies to Lenoir County only.

SECTION 3. This act is effective when it becomes law.
In the General Assembly read three times and ratified this the xxth day of xxxx, 2015

Phil Berger
President Pro Tempore of the Senate

Tim Moore
Speaker of the House of Representatives