

**AGENDA  
CRAVEN COUNTY BOARD OF COMMISSIONERS  
REGULAR SESSION  
MONDAY, SEPTEMBER 19, 2016  
8:30 A.M.**

CALL TO ORDER

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

APPROVE AGENDA

1. CONSENT AGENDA
  - A. Approve Minutes of September 6, 2016
  - B. CARTS Request to Set Public Hearing
  - C. Tax Releases and Refunds
  - D. Budget Amendment – Fire Departments
  - E. Budget Amendment – Cove City Rescue Squads
  - F. Budget Amendment – DSS Correct Title III D Funding Received
  - G. Budget Amendment – DSS – Rollover Unspent Donation Funds
2. ABC BOARD SITE RECONFIGURATION DISCUSSION: Chip Chagnon, Chairman, and Donna Rouse, General Manager
3. RESOLUTION FOR NCACC LEGISLATIVE GOALS: Commissioner Dacey

DEPARTMENTAL MATTERS

4. DARK FIBER LEASE AGREEMENT FOR INDUSTRIAL PARK AND FOR OUTSIDE INDUSTRIAL PARK: Dennis Holton, Information Technology Director
5. HEALTH – FEE RECOMMENDATIONS: Scott Harrelson, Health Director
6. EMERGENCY SERVICES – MUTUAL AID AGREEMENT FOR 911 COMMUNICATIONS & DISPATCH BACK-UP: Stanley Kite, Emergency Services Director
7. ECONOMIC DEVELOPMENT – GRANT TO CRAVEN COMMUNITY COLLEGE TO SUPPLEMENT RE-ENTRY SPECIALIST: Timothy Downs, Economic Development Director

8. APPOINTMENTS
9. COUNTY ATTORNEY'S REPORT: Jim Hicks
10. COUNTY MANAGER'S REPORT: Jack Veit
11. COMMISSIONERS' REPORTS

Agenda Date: September 19, 2016

Presenter: \_\_\_\_\_

Agenda Item No. 1

Board Action Requested or Considered: Yes

## CONSENT AGENDA

### A. APPROVE MINUTES

The Board will be requested to approve the minutes of September 6, 2016 regular session.

### B. CARTS REQUEST TO SET PUBLIC HEARING

North Carolina Department of Transportation/Public Transportation Division (NCDOT/PTD) has released the FY2018 5311 Community Transportation Program (CTP) application and a FY2018 Consolidated Capital Call for Projects application. Each requires the opportunity for public input as well as a public hearing. Applications for these projects must be submitted no later than November 4, 2016. NCDOT/PTD has specified it is allowed that one combined public hearing be held, if so desired.

The 5311 CTP grant is a formula based allocation grant for public transportation projects in non-urbanized areas. CARTS relies on this grant to assist with the Administrative costs of operation in the rural service area. In the past, this grant also included a capital budget under which CARTS would request to purchase rural vehicles.

This year, NCDOT/PTD changed the process for applying for capital projects to be a consolidated application which does not specify which grant capital projects will be placed. This allows for flexibility based on grant availability and this determination will be made at the state level. The only capital project planned for FY2018 at this time is the purchase of vehicles.

CARTS is requesting that a combined public hearing be set for the October 3 meeting at 7:00 p.m. Both of these grant applications will be available for public review at the CARTS office and on the CARTS website no later than September 26, 2016.

### C. TAX RELEASES AND REFUNDS

The Board will be requested to approve the routine requests for tax releases and refunds contained in Attachment #1.C.

In addition to the routine requests, there are two tax releases and one tax refund of relatively large amounts that warrant further explanation.

The Bank of America NA release in the amount of \$3,686.77 on page one is the result of a listing made by the bank in January that included some items of personal property that were not located in Craven County. This error was not discovered until after the taxpayer received the tax notice and this release is necessary to correct the error. The County tax amount to be released is \$1,989.94 and the City of New Bern tax is \$1,696.93.

The second release request for Charles T. Cleveland in the amount of \$3,006.62 is due to a large boat that was incorrectly listed as having a tax situs in Craven County when in fact it was a transient vessel whose tax situs was in another state.

The recommended refund of \$14,305.45 is the result of the resolution of the appeal of the Lowe's property that was pending before the NC Property Tax Commission for the 2015 tax year. After the 2015 Board of Equalization and Review rendered its decision that the value be fixed at \$9,208,970, the taxpayer produced competent evidence after filing its appeal to the Property Tax Commission that the value should be reduced by \$1,630,251 to a value for 2015 of \$7,578,719. The County staff, the Craven County Board of Equalization and Review, and the taxpayer all agreed to and approved the change and the Property Tax Commission issued its order to effect the change on September 2, 2016. The valuation for 2016 was unchanged at \$6,916,620. Of the refunded amount, \$7,621.42 is Craven County's portion and the balance of \$6,684.03 is the amount to be refunded by the City of New Bern.

**D. BUDGET AMENDMENT – FIRE DEPARTMENTS**

The Board will be requested to approve the budget amendment contained in Attachment #1.D. to cover shortage of Fire Department's Worker's Compensation line item for VFIS Invoice dated 8/2/16 in the amount of \$88,972.50.

**E. BUDGET AMENDMENT – COVE CITY RESCUE SQUADS**

The Board will be requested to approve the budget amendment contained in Attachment #1.E. to cover current and future transport services provided by Cove City Rescue.

**F. BUDGET AMENDMENT – DSS CORRECT TITLE III D FUNDING RECEIVED**

DSS has submitted the budget amendment appearing as Attachment #1.F. The request is to amend the budget to reflect the correct original allocation for Title III D Health Promotion funds from Area Agency on Aging. There is a 10% County match.

G. BUDGET AMENDMENT – DSS – ROLLOVER UNSPENT DONATION FUNDS

DSS has submitted the budget amendment included as Attachment #1.G., requesting to roll forward from prior fiscal year unspent funds donated to the Senior Program and Meals Program.

**Board Action: A roll call vote is needed to approve consent agenda items.**

Agenda Date: September 19, 2016

Presenters: Chip Chagnon and Donna Rouse

Agenda Item No. 2

Board Action Required or Considered: No

### **ABC BOARD SITE RECONFIGURATION DISCUSSION**

ABD Board Chairman, Chip Chagnon, and General Manager, Donna Rouse, will discuss recommendations concerning site locations. (See Attachment #2)

**Board Action: Receive information**

Agenda Date: September 19, 2016

Presenter: Commissioner Dacey

Agenda Item No. 3

Board Action Required or Considered: Yes

### **RESOLUTION FOR NCACC LEGISLATIVE GOALS**

At the Board's last meeting, Commissioner Dacey introduced a resolution recommending a legislative goal to be considered by NCACC. He asked that it be reviewed and brought forward for action at this meeting. (See Attachment #3)

**Board Action: Consider adoption of the resolution.**

Agenda Date: September 19, 2016

Presenter: Dennis Holton

Agenda Item No. 4

Board Action Required or Considered: Yes

**DEPARTMENTAL MATTERS: INDUSTRIAL PARK FIBER LEASE CONTRACT**

Dennis Holton, Information Technology Director, will present a request on behalf of Clarity Communications to lease dark fiber from Craven County for an estimated 10 years, both inside and outside of Industrial Park. Two separate dark fiber lease agreements are included as Attachment #4 for Board consideration and approval.

Clarity Communications desires to provide high speed internet services to Industrial Park and requests Craven County dark fiber as a middle mile supplier for connectivity. Craven County will not be providing the internet service.

The inside Industrial Park dark fiber lease is similar to the previous lease with Moen. This is the first outside Industrial Park request the County has received, however it does contain the same rate structure and provisions as the inside Industrial Park lease.

**Board Action: Consider approval of lease agreements for dark fiber usage.**

Agenda Date: September 19, 2016

Presenter: Scott Harrelson

Agenda Item No. 5

Board Action Required or Considered: Yes

**DEPARTMENTAL MATTERS: HEALTH – FEE RECOMMENDATIONS**

Scott Harrelson, Health Director, will present the following request to increase hospice billing rates effective October 1, 2016.

**Fee Increase Recommended:** Requesting approval to increase Hospice billing rates effective October 1, 2016.

**Reason:** For Fiscal Year 2017, CMS increased Medicare and Medicaid reimbursement rates for Hospice Care to reflect increasing regulatory compliance, medication and operational costs. If adopted, the following rates would become effective for Craven County Hospice on October 1, 2016:

\$ 175.00	per day	Routine Hospice Care
\$ 37.00	per hour	Continuous Home Care
\$ 170.00	per day	Inpatient Respite Care
\$ 680.00	per day	General Inpatient Care

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**Current Hospice Billing Rates:**

\$171.00 per day Routine Hospice Care; \$36 per hour Continuous Home Care; \$165.00 per day Inpatient Respite Care; \$664 per day General Inpatient Care

**Per CMS, Medicare and Medicaid Reimbursement Rates Effective October 1, 2016:**

**Medicare:** \$174.77 per day Routine Hospice Care; \$36.87 per hour Continuous Home Care; \$159.82 per day Inpatient Respite Care; \$678.25 per day General Inpatient Rate

**Medicaid:** \$175.00 per day Routine Hospice Care; \$36.88 per hour Continuous Home Care; \$168.23 per day Inpatient Respite Care; \$678.25 per day General Inpatient Rate

**Board Action: Approve increase to billing rates.**

Agenda Date: September 19, 2016

Presenter: Stanley Kite

Agenda Item No. 6

Board Action Required or Considered: Yes

**DEPARTMENTAL MATTERS: EMERGENCY SERVICES – MUTAL AID AGREEMENT  
FOR 911 COMMUNICATION & DISPATCH BACK-UP**

Stanley Kite, Emergency Services Director, will present a Mutual Aid agreement, included as Attachment #6, between Pamlico County and Craven County E911 Center to provide mutual aid during times of disaster or any emergency situation to ensure that all available resources are potentially available in the event either party's E911 communications center requires aid of the other.

**Board Action: Approval of Mutual Aid Agreement.**

Agenda Date: September 19, 2016

Presenter: Timothy Downs

Agenda Item No. 7

Board Action Required or Considered: Yes

**DEPARTMENTAL MATTERS: ECONOMIC DEVELOPMENT – GRANT TO  
COMMUNITY COLLEGE TO SUPPLEMENT RE-ENTRY SPECIALIST**

The Department of Justice has partnered with state, local, and tribal agencies and national organizations to support hundreds of re-entry programs across the country. Individuals leaving corrections facilities have benefitted from unprecedented access to job training, healthcare, housing, and other services aimed at putting them on a path to productive, successful lives. The demand for effective re-entry services in Craven County remains high. Through a partnership with Craven Community College we have an opportunity to make significant progress in establishing an effective re-entry program here in Craven County that will ultimately benefit our neighboring counties as well. By awarding Craven Community College a one-time grant of \$6000 we can support the work of an existing Workforce Development Specialist who will formally establish the Craven-Pamlico Reentry Council, including the necessary programs, partnerships and initiatives.

**Board Action: Consider approval of funding.**

Agenda Date: September 19, 2016

Presenter: \_\_\_\_\_

Agenda Item No. 8

Board Action Required or Considered: Yes

## APPOINTMENTS

- A. PENDING
- B. UPCOMING

**Board Action: Appointments will be effective immediately, unless otherwise specified.**

**A. PENDING APPOINTMENT(S):**

RECREATION AND PARKS ADVISORY BOARD

AUTHORIZATION: Bylaws

MISSION/FUNCTION: Serves as the recreation advisory body for the Craven County Department of Recreation and Parks; suggests policies; consults with and advises Recreation Director, County Manager and Commissioners in matters related to recreation programs, finances, acquisition and disposal of property consistent with overall, long range recreation planning.

NUMBER OF MEMBERS:

12

TYPE:

1 from each township (8)

4 at-large

QUALIFICATIONS (Special Skills, Professional Classifications, Affiliations, Limitations, etc.):

LENGTH OF TERMS: 3 Years

MEETING SCHEDULE: 3<sup>rd</sup> Monday at 6:00 p.m.; Administration conference room

COMPENSATION: No  Yes  Specify: \_\_\_\_\_

**Terms expiring:** Dickie Fairburn (2 terms)  
Cathy Frazier  
Abel Sandoval (resigned)  
Bill Taylor (2 terms)

**Application(s) on file:** Stacey Lewis  
Ryan Purtle  
Todd Frankson  
Talina Massey

(See Attachment # 8)

At the last meeting, there was consensus to defer these appointments pending Commissioners' outreach to current Recreation Advisory Board members and to know the outcome of attempts to meet a quorum at the upcoming advisory board meeting on September 19.

**B. UPCOMING APPOINTMENTS**

**OCTOBER**

Aging Planning Board:

Clay Gaskins

Firemen's Relief Fund:

Aaron McLawhorn (Rhems)  
Dred Mitchell (Cove City)

Fire Tax Commissioners:

Rolf Maris (Twp. #!)  
Aaron McLawhorn (Rhems)  
Joseph Midgette  
Alton Riggs (No. 7 Twp.)

**NOVEMBER**

Craven Aging Planning Board:

Ernest Richardson (Appointed 2014)

EMS Advisory Council:

Joe Hoffman (CC Law Enforcement  
Association)

Regional Aging Advisory Committee:

Lavick Williams (Appointed 2013)

Agenda Date: September 19, 2016

Presenter: Jim Hicks

Agenda Item No. 9

## **COUNTY ATTORNEY'S REPORT**

*Initial Offer to Purchase Real Property – 1455 Bear Hole Road, Craven County (Parcel Number 1-063-007)*

County Attorney, Jim Hicks, will present an offer received by the County in amount of \$1,500.00 for the property located at 1455 Bear Hole Road, which was acquired through a tax foreclosure. The total taxes and costs that were foreclosed on were \$4,153.84. The current tax value is \$19,080. Attachment #9 contains copies of the offer to purchase, deed, GIS information, and proposed resolution.

Should the Board accept this offer, the property will then be advertised for upset bids in accordance with the General Statutes. Once no further upset bids are timely received, the County may accept or reject the final offer.

Agenda Date: September 19, 2016

Presenter: Jack Veit

Agenda Item No. 10

## **COUNTY MANAGER'S REPORT**

Agenda Date: September 19, 2016

Presenter: \_\_\_\_\_

Agenda Item No. 11

## **COMMISSIONERS' REPORTS**

CREDIT MEMOS SUBJECT TO BOARD APPROVAL ON 09/19/2016

TAXPAYER NAME	ACCT#/TICKET#	AMOUNT
AGCO FINANCE LLC LATE FEE CHARGED IN ERROR	0041080 2016-0000443	50.28
AGCO FINANCE LLC DOUBLE BILLED-SEE ACCT 41080	0108983 2016-0000444	502.76
ASADOURIAN, ARCHIE H & L ANN H RECYCLE CHARGED IN ERROR	0063148 2016-0001861	36.00
BANK OF AMERICA NA DID NOT OWN 1/1/2016	0042389 2016-0002735	3,686.77
BATEMAN, BENNY FRANK CORRECTING APPRAISAL ERROR	0035131 2016-0003399	267.29
BLANKENSHIP, ALEX J DID NOT OWN 1/1/2016	0106664 2016-0005225	23.99
BOONE, EDITH WARD FORECLOSURE-LIEN EXTINGUISHED	0686275 2016-0005626	74.96
BRAMLETT, COREY D & WYNNE, KIM INTEREST CHARGED IN ERROR	0032731 2013-0090153	3.44
BURELLE, TIMOTHY N & SARA K LATE LISTING CHARGED IN ERROR	0070936 2016-0008218	2.22
CAMPBELL, CLARA B & MICHAEL D NEW BERN RAZED BUILDING IN 2013	0084384 2016-0008830	24.18
CHADWICK, EDWARD R & JO ANN L ORDERED BY BOARD OF E&R 8/30/2016	0065369 2016-0010042	51.40
CHURCH-GUILFIELD MISSIONARY BA DWELLING RAZED	0099356 2016-0010561	36.00
CLEVELAND, CHARLES T NOT TAXABLE TO CRAVEN COUNTY	0105304 2016-0011010	3,006.62
DETERS, WESLEY R VETERAN EXCLUSION REMOVED IN ERROR	0068047 2016-0014914	276.45

## CREDIT MEMOS SUBJECT TO BOARD APPROVAL ON 09/19/2016

TAXPAYER NAME	ACCT#/TICKET#	AMOUNT
E & M PERRY PROPERTIES LLC DOUBLE BILLED-SEE ACCT 106688	0110350 2016-0016553	73.62
GEARY, SARAH DID NOT OWN 1/1/2016	0098765 2016-0021484	42.23
GEARY, SARAH DID NOT OWN 1/1/2014	0098765 2014-0090370	47.13
GEARY, SARAH DID NOT OWN 1/1/2015	0098765 2015-0021265	41.39
GEORGE, DEGRAFFENEE AND LILLY, DOUBLE BILLED-SEE ACCT 101867	0104078 2016-0021580	62.50
GREEN, KAREN S DOUBLE BILLED-SEE ACCT 103145	0041679 2016-0023091	33.65
GRIFFIN, SAMUEL SR HRS DWELLING VACANT SINCE 2000	0051940 2016-0023344	36.00
GUILLORY, DAVID J & DEBORAH FORECLOSURE-LIEN EXTINGUISHED	0064420 2016-0023631	89.95
HAMILTON, ARTHUR JR DWELLING VACANT SINCE 2014	3035700 2016-0024221	36.00
HARBOUR PORTFOLIO VIII LP FORECLOSURE-LIEN EXTINGUISHED	0098282 2016-0024482	254.12
HARDY, CHARLES M JR & BILLIE DID NOT OWN 1/1/2016	3095100 2016-0024662	18.67
HARGETT, ALLENA & OSRIC FORECLOSURE-LIEN EXTINGUISHED	3112200 2016-0024733	39.98
HARGETT, MILTON EARL FORECLOSURE-LIEN EXTINGUISHED	0018090 2016-0024880	84.44
HARGETT, MILTON EARL FORECLOSURE-LIEN EXTINGUISHED	0018090 2016-0024882	81.57

## CREDIT MEMOS SUBJECT TO BOARD APPROVAL ON 09/19/2016

TAXPAYER NAME	ACCT#/TICKET#	AMOUNT
JACKSON, JANIE V FORECLOSURE-LIEN EXTINGUISHED	3740850 2016-0029549	39.98
JACKSON, JOANN FORECLOSURE-LIEN EXTINGUISHED	0012207 2016-0029560	39.98
JOHNSON, WILBERT A JR FORECLOSURE-LIEN EXTINGUISHED	0097074 2016-0030611	314.73
KERNER, WALTER & SARAH CORRECTED DISCOVERED PROPERTY VALUE	0059075 2016-0032043	9.13
KOCH, GERHARDUS H & JEANETTE BOAT NOT TAXABLE TO CRAVEN COUNTY	0084567 2016-0032856	54.05
KOTARA, JUDITH C SENIOR EXCLUSION REMOVED IN ERROR	0102425 2016-0033059	273.85
LEARY, HELEN SENIOR EXCLUSION REMOVED IN ERROR	0053957 2016-0034178	176.35
LEASE, WILLIAM D JR NOT IN BUSINESS 1/1/2016	0090362 2016-0034190	52.05
LOPEZ, SHIELA ANN DOUBLE BILLED TAGGED VEHICLE	0071881 2016-0035588	41.08
MAPS SOUTHEAST INC DID NOT OWN 1/1/2016	0110522 2016-0036893	115.91
MCCOTTER, SAMUEL & ROBINETTE FORECLOSURE-LIEN EXTINGUISHED	4756952 2016-0038023	39.98
MCNEILL, WILLIAM MICHAEL CORRECTED DISCOVERED PROPERTY VALUE	0097818 2016-0038928	915.41
MESSICK, RANDALL S & LISA LYNN DID NOT OWN 1/1/2010	0076620 2010-0035047	90.04
MESSICK, RANDALL S & LISA LYNN DID NOT OWN 1/1/2011	0076620 2011-0039031	88.12

## CREDIT MEMOS SUBJECT TO BOARD APPROVAL ON 09/19/2016

TAXPAYER NAME	ACCT#/TICKET#	AMOUNT
MESSICK, RANDALL S & LISA LYNN DID NOT OWN 1/1/2012	0076620 2012-0038914	78.17
MESSICK, RANDALL S & LISA LYNN DID NOT OWN 1/1/2013	0076620 2013-0092831	69.36
MESSICK, RANDALL S & LISA LYNN DID NOT OWN 1/1/2014	0076620 2014-0092599	86.60
MESSICK, RANDALL S & LISA LYNN DID NOT OWN 1/1/2015	0076620 2015-0039039	79.00
MEYER, JOCHEN NOT TAXABLE TO CRAVEN COUNTY	0104092 2016-0039435	52.35
MOLONEY, PATRICK D NOT TAXABLE TO CRAVEN COUNTY	0104521 2016-0040478	95.82
MONAGHAN, TIMOTHY DID NOT OWN 1/1/2016	0094543 2016-0040494	26.86
MOORE, ETHEL C VALUE ERROR CORRECTION	5087710 2016-0040805	2.83
MROSS, ROGER J & CATHERINE T FORECLOSURE-LIEN EXTINGUISHED	0023589 2016-0041763	446.56
NAJARIAN, GEORGE L & DOROTHY G NOT TAXABLE TO CRAVEN COUNTY	0061818 2016-0042319	379.39
NEW BERN CAMPGROUND LLC DOUBLE LISTED WITH ACCT # 0052813	0055681 2016-0042795	947.02
NOBLES, ALLIE HRS FORECLOSURE-LIEN EXTINGUISHED	0029404 2016-0043204	34.44
OGLESBY, SEBRINA TABOR DID NOT OWN 1/1/2016	0110338 2016-0043976	68.40
PHIFER, DANNY W INCORRECT SITUS/SHOULD BE 1C	0055844 2016-0045924	.39

## CREDIT MEMOS SUBJECT TO BOARD APPROVAL ON 09/19/2016

TAXPAYER NAME	ACCT#/TICKET#	AMOUNT
PURVIS, MATTHEW C NOT IN BUSINESS 1/1/2013	0090771 2013-0095135	25.31
RHODES, IRA LEN VALUE ERROR CORRECTION	0107436 2016-0048613	654.61
ROMERO, GRACIELA PICASSO DOUBLE BILLED-SEE ACCOUNT 92848	0085835 2016-0049899	46.99
ROMERO, GRACIELA PICASSO DOUBLE BILLED-SEE ACCT 92848	0085835 2012-0049307	59.00
ROMERO, GRACIELA PICASSO DOUBLE BILLED-SEE ACCT 92848	0085835 2013-0093230	54.87
ROMERO, GRACIELA PICASSO DOUBLE BILLED-SEE ACCT 92848	0085835 2014-0092116	50.81
ROMERO, GRACIELA PICASSO DOUBLE BILLED-SEE ACCT 92848	0085835 2015-0049568	46.76
SANTUS, TERRY & BOBBIE JO MILITARY EXEMPTION	0088462 2016-0051069	407.94
SCOTT, ADAM JEFFRY MILITARY EXEMPTION	0109785 2016-0051628	68.73
SHEARON, JOYCE H QUALIFIED FOR SENIOR EXCLUSION	0005152 2016-0052253	164.25
SILER, TROY J & MICHELLE D VEHICLE PLATED/NOT PERSONAL	0051881 2016-0052541	69.74
SIMMONS, CHRISTINE FORECLOSURE-LIEN EXTINGUISHED	6516900 2016-0052623	341.82
SIMMONS, TIMOTHY FORECLOSURE-LIEN EXTINGUISHED	6545800 2016-0052789	49.97
SMITH, JAMES E & TERRI L RECYCLE FEE CHARGED IN ERROR	0106047 2016-0053490	36.00

## CREDIT MEMOS SUBJECT TO BOARD APPROVAL ON 09/19/2016

TAXPAYER NAME	ACCT#/TICKET#	AMOUNT
SMITH, STUART KEITH CORRECTED DISCOVERED PROPERTY VALUE	0111573 2016-0053828	29.82
SWANSON, MICHAEL DIAMOND NOT TAXABLE TO CRAVEN COUNTY	0088203 2016-0056045	70.25
THORN, PAUL BRANIN DOUBLE BILLED-SEE ACCOUNT 93786	0111478 2016-0057532	120.88
TOSHIBA BUSINESS SOLUTIONS (US INCORRECT NAME - TO BE REBILLED	0088289 2016-0058086	31.50
TOSHIBA BUSINESS SOLUTIONS (US INCORRECT NAME - TO BE REBILLED	0088289 2016-0058087	8.51
VANDERBILT MORTGAGE & FINANCE BILLING ERROR - TO REBILL AS REAL	0055475 2016-0059421	160.64
VANDERBILT MORTGAGE & FINANCE BILLING ERROR - TO REBILL AS REAL	0055475 2015-0059076	162.15
VANDERBOGART, NATHANIEL PAUL MILITARY EXEMPTION	0095848 2016-0059422	36.05
VINES, BRENT GLENN MILITARY EXEMPTION	0108612 2016-0059740	54.88
WATTS, CAMERON GRAY & O'BRIEN, CORRECTED DISCOVERED PROPERTY VALUE	0081939 2016-0060892	37.52
WENDEL, HENRY THOMAS & CAROLYN BOAT NOT TAXABLE TO CRAVEN COUNTY	0039248 2016-0061282	62.95
WETHERINGTON, J HAYDEN & NANCY BUILDING RAZED IN 2015	0096075 2016-0061543	.63
WETHERINGTON, NANCY I BUILDING RAZED IN 2015	0019840 2016-0061655	11.67
WIGGINS, RONNIE L SR MOBILE HOME DOUBLE LISTED	0079402 2016-0062973	97.90

CREDIT MEMOS SUBJECT TO BOARD APPROVAL ON 09/19/2016

TAXPAYER NAME	ACCT#/TICKET#	AMOUNT
WIGGINS, RONNIE LEE JR MOBILE HOME DOUBLE BILLED	0023662 2016-0062974	73.92
WILLIS, BETTY DID NOT OWN 1/1/2016	0104891 2016-0063693	90.06
WOODARD, MERLON PATRICK DID NOT OWN 1/1/2016	0083079 2016-0064463	5.91
	87 -CREDIT MEMO(S)	16,733.50

## REFUNDS SUBJECT TO BOARD APPROVAL ON 09/19/2016

TAXPAYER NAME	ACCT#/TICKET#	AMOUNT
ARC LWNBNNC001 LLC ORDERED BY NC PROPERTY TAX COMMISSION 9-2-2016	0098366 2015-0001537	14,305.45
BRINKLEY, WILLIAM JAMES MOBILE HOME DOUBLE BILLED	0821420 2016-0006632	53.14
TURNAGE, ELIJAH T RECYCLE FEE CHARGED IN ERROR	7359300 2016-0058724	36.00
	3 -REFUND(S)	14,394.59









Senior Centers Special Funds

101-7295-336-39.00

Total funds received:	\$10,203.50	*includes roll forward amounts from 14/15
Total funds expended:	\$ 5,398.03	
Current balance / carryover:	\$ 4,805.47	

Purpose / Rec'd from	Date Rec'd	Amount	Date Spent	Expenditure Account Number	Amount	Balance	Category Balances
<b>MEALS ON WHEELS</b>							<b>Category Balances</b>
Carryover amount from 2014/2015 \$ 1,999.00							(no keying required)
<b>MEALS</b>							7295-32-29
						\$ 1,999.00	Balance Fwd: \$ -
						\$ 1,999.00	Balance Remaining: \$ -
						\$ 1,999.00	
						\$ 1,999.00	
<b>Meals Program</b>							Balance Fwd: \$ 1,999.00
Faye Wisley - Paint Ladies	7/2/15	\$ 25.00				\$ 2,024.00	
Faye Wisley - Paint Ladies	8/7/15	\$ 30.00				\$ 2,054.00	Balance Remaining: \$ 1,468.76
NCBAM - Red Bags Christmas			11/23/2015	7295.32-29	\$ 525.00	\$ 1,529.00	
Walmart - Christmas Gifts			12/15/2015	7295.32-29	\$ 57.83	\$ 1,471.17	
Roses - Christmas Gifts			12/15/2015	7295.32-29	\$ 104.00	\$ 1,367.17	
Walmart - Christmas Gifts			12/8/2015	7295.32-29	\$ 243.71	\$ 1,123.46	
Roses - Christmas Gifts			12/1/2015	7295.32-29	\$ 259.72	\$ 863.74	
Lowe's - Christmas gifts			12/1/2015	7295.32-29	\$ 149.10	\$ 714.64	
Lowe's - Christmas gifts			12/1/2015	7295.32-29	\$ 19.88	\$ 694.76	
Evelyn Cosner	9/29/15	\$ 150.00				\$ 844.76	
Faye Wisley - Paint Ladies	9/2/15	\$ 40.00				\$ 884.76	
Barbara Esposito	10/2/15	\$ 50.00				\$ 934.76	
Thomas Honeycutt	10/20/15	\$ 25.00				\$ 959.76	
Faye Wisley - Paint Ladies	10/23/16	\$ 40.00				\$ 999.76	
Fran Gibbs - In Memory of R. Fogaty	11/17/15	\$ 50.00				\$ 1,049.76	
Faye Wisley - Paint Ladies	11/3/15	\$ 42.00				\$ 1,091.76	
Faye Wisley - Paint Ladies	12/15/16	\$ 37.00				\$ 1,128.76	
Twin Rivers Vineyard Church	1/7/16	\$ 250.00				\$ 1,378.76	
Faye Wisley - Paint Ladies	1/7/16	\$ 30.00				\$ 1,408.76	
Faye Wisley - Paint Ladies	2/17/16	\$ 20.00				\$ 1,428.76	
Twin Rivers Vineyard Church	4/4/16	\$ 150.00				\$ 1,578.76	
Faye Wisley - Paint Ladies	4/7/16	\$ 30.00				\$ 1,608.76	
Faye Wisley - Paint Ladies	5/10/16	\$ 40.00				\$ 1,648.76	
Dollar Tree - night lights			5/17/2016	7295.32-29	\$ 52.00	\$ 1,596.76	
Dollar Tree - Older American Day				7295.32-29	\$ 94.00	\$ 1,502.76	
Dollar Tree - Older American Day				7295.32-29	\$ 129.00	\$ 1,373.76	
Michael Ragan	4/28/16	\$ 40.00				\$ 1,413.76	
Faye Wisley - Paint Ladies	6/9/16	\$ 35.00				\$ 1,448.76	
Faye Wisley - Paint Ladies	6/16/16	\$ 20.00				\$ 1,468.76	
						\$ 1,468.76	
						\$ 1,468.76	
<b>REGULAR SENIOR DONATIONS</b>							<b>Category Balances</b>
Carryover amount from 2014/2015 \$ 4,113.00							(no keying required)
<b>George Street Congr. Donation</b>							Balance Fwd: \$ 449.00
Roses			11/20/2016	7295.32-31	\$ 150.00	\$ 3,963.00	
Walmart			1/12/2016	7295.32-31	\$ 34.60	\$ 3,928.40	Balance Remaining: \$ -
Walmart			4/28/2016	7295.32-31	\$ 230.02	\$ 3,698.38	
Walmart			4/28/2016	7295.32-31	\$ 34.38	\$ 3,664.00	
						\$ 3,664.00	
						\$ 3,664.00	
<b>Activites/Crafts</b>							Balance Fwd: \$ 319.00
Betty Hamby	10/29/15	\$ 10.00				\$ 3,674.00	
Roses			11/24/2016	7295.32-31	\$ 46.00	\$ 3,628.00	Balance Remaining: \$ -
Roses			11/20/2016	7295.32-31	\$ 137.00	\$ 3,491.00	
Michaels			12/7/2016	7295.32-31	\$ 39.25	\$ 3,451.75	
Walmart			12/16/2016	7295.32-31	\$ 71.83	\$ 3,379.92	
Dollar Tree			12/17/2016	7295.32-31	\$ 10.00	\$ 3,369.92	
Dollar Tree			1/12/2016	7295.32-31	\$ 7.00	\$ 3,362.92	
Dollar Tree			3/14/2016	7295.32-31	\$ 17.92	\$ 3,345.00	
						\$ 3,345.00	
<b>Knights of Columbus - Christmas</b>							Balance Fwd: \$ -
						\$ 3,345.00	Balance Remaining: \$ -
						\$ 3,345.00	
						\$ 3,345.00	
						\$ 3,345.00	
<b>General Donations</b>							Balance Fwd: \$ 1,876.00
Alfreda Stout	8/7/15	\$ 3.00				\$ 3,348.00	
Faye Jeremich		\$ 3.00				\$ 3,351.00	Balance Remaining: \$ 918.21
Demika Cherry		\$ 3.00				\$ 3,354.00	
Linda Brown		\$ 3.00				\$ 3,357.00	

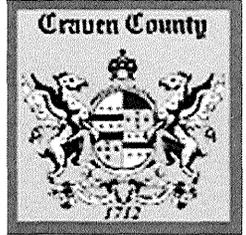
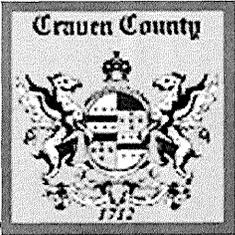




Tai Chi Classes		<i>Balance Fwd:</i>	\$ 278.00
		\$ 3,336.71	
		\$ 3,336.71	<i>Balance Remaining: \$ 278.00</i>
		\$ 3,336.71	
		\$ 3,336.71	

Meals Donation Collected	\$ 1,104.00 ✓
General & Class Fees Collected	\$ 2,987.50 ✓
Tai Chi Fees Collected	\$ -
<b>Donations Collected FY 15/16</b>	<b>\$ 4,091.50 ✓</b>

Spent 101-7295-450.32-29	\$ 1,634.24 ✓
Spent 101-7295-450.32-31	\$ 3,763.79 ✓
<b>Paid Out FY15/16</b>	<b>\$ 5,398.03</b>



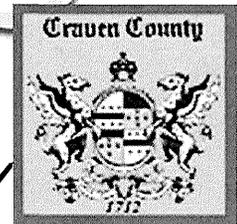
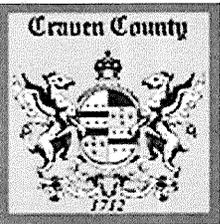
**CRAVEN COUNTY BOARD OF COMMISSIONERS  
ALCOHOLIC BEVERAGE CONTROL (ABC) BOARD  
HAVELOCK CONSOLIDATION BRIEFING**

**SEPTEMBER 19, 2016**

**PRESENTED BY:**

**CHIP CHAGNON, CHAIRMAN  
CRAVEN COUNTY ABC BOARD**

Attachment # 2.



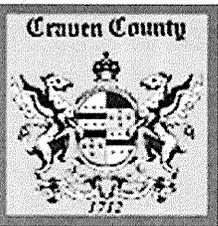
# CRAVEN COUNTY ABC BOARD HAVELOCK STORE CONSOLIDATION STUDY SUMMARY

- **BACKGROUND:**

- JULY 2006 ABC BOARD INFORMS CC BOC THAT THEY WILL RETAIN FUNDING TO CONSTRUCT A NEW BUILDING IN HAVELOCK ON HWY 70
- JULY 2007 ABC BOARD INFORMS CC BOC THAT THEY WILL RENT TWO UNITS AT WESTBROOK SHOPPING CENTER (WSC) FOR ONE YEAR AS THEY BUILD NEW LARGE ABC STORE ON HWY 70. INTENTION IS TO CLOSE WSC ONCE NEW STORE OPENS. ABC BOARD DOES WANT A RENEWABLE LEASE IF SALES WARRANT TWO STORES. NEW STORE IS 200% LARGER THAN OLD STORE.
- JULY 2016 HWY 70 STORE IS ABOUT 70% UTILIZED, MANY EMPTY SHELVES AND INADEQUATE USE OF FLOOR SPACE. WSC STORE REQUIRES \$25-30K IN MODERNIZATION AND OTHER REPAIRS

- **TRANSPORTATION, SURVEY & ECU STUDY RESULTS:**

- ABC CUSTOMER TRAFFIC FLOW TO WSC WILL DIMINISH ONCE SLOCUM GATE FLY-WAY CONSTRUCTION STARTS. EST 8% WILL USE JAMES CITY ABC STORE.
- TRANSPORTATION STUDY INDICATES OVER 90% (POPULATION GROWTH EXPECTED) OF HAVELOCK CUSTOMERS WILL BE WITHIN A 15 MINUTE DRIVE TO THE HWY 70 ABC STORE.
- BOTH TRANSPORTATION STUDY AND ECU STUDY RECOMMEND HAVELOCK ABC STORE CONSOLIDATION



# *CRAVEN COUNTY ABC BOARD HAVELOCK STORE CONSOLIDATION STUDY SUMMARY*

- **COST SAVINGS & ESTIMATED REVENUE SHARING**
  - WHILE THE CRAVEN COUNTY ABC BOARD HAS DEMONSTRATED A STEADY 4-9% GROWTH PER YEAR AVERAGE, HAVELOCK'S TWO STORES GROWTH (NINE YEAR TREAD) HAS BEEN FLAT/SLIGHT
  - CONSERVATIVE ESTIMATES INDICATE THAT HAVELOCK CONSOLIDATION WILL RESULT IN COST SAVINGS AND COST AVOIDANCE RESULTING IN INCREASED CRAVEN COUNTY (\$35-50K PER YEAR) AND CITY OF HAVELOCK (\$12-14K PER YEAR) REVENUE BEGINNING IN FY 2017.

***PENDING YOUR QUESTIONS THIS CONCLUDES THE BRIEFING***

Craven County



WHEREAS, North Carolina is a major component of the national defense posture with the fourth largest active duty military presence of any state; and

WHEREAS, North Carolina is home to nine major military installations: Fort Bragg, Pope Army Airfield, Seymour Johnson AFB, Marine Corps Base Camp Lejeune, Marine Corps Air Stations Cherry Point and New River, Military Ocean Terminal Sunny Point, Fleet Readiness Center East, U.S. Coast Guard Base Elizabeth City; and

WHEREAS, the military supports nearly 600,000 jobs in North Carolina, and our defense and homeland security sector generates approximately \$66 billion of impact to the economy, making it is the second largest economic sector, representing 15% of the State's total gross state product; and

WHEREAS, the Department of Defense (DoD) has awarded procurement contracts to vendors and suppliers located in all 100 counties; and

WHEREAS, every budget submitted to Congress since 2013, the President has requested the authorization for the DoD to conduct a new round of Base Realignment and Closures; and

WHEREAS, The NC Military Affairs Commission was established within the Office of the Governor by Senate Bill 613, effective August 1st, 2013; and

WHEREAS, the purpose of this Commission is to provide advice, counsel and recommendations to the Governor, the NC General Assembly, the Secretary of Military and Veterans Affairs and other State agencies on initiatives, programs and legislation that will continue and increase the role that NC's military installations, the National Guard and Reserves play in America's defense strategy and the economic health and vitality of the State; and

WHEREAS, the Commission will recommend actions to protect the existing military infrastructure in North Carolina, maintain a high quality of life for military members and their families and to promote new military missions and economic opportunities for the State and its citizens; and

WHEREAS, every two years members of the North Carolina Association of County Commissioners engage in a process to determine the legislative goals it should seek in the best interest of the counties; and

NOW, THEREFORE BE IT RESOLVED, that the Craven County Board of Commissioners calls upon the members of the North Carolina Association of County Commissioners to consider the following proposal to be included among its designated priorities for the upcoming session of the North Carolina General Assembly:

Support the statewide priorities established by the North Carolina Military Affairs Commission, including working to Improve the quality of life for active duty and retired military members and their families; encourage the thoughtful evaluation of appropriate uses of renewable energy to ensure compatibility of new solar, wind and other new energy generation methods with the military's training and operating missions; and encourage state investments in military installations and their missions.

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George S. Liner  
Craven County Board of Commissioners

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Gwendolyn M. Bryan  
Clerk to the Board

**NORTH CAROLINA**

**INDUSTRIAL PARK DARK FIBER USE AGREEMENT**

**CRAVEN COUNTY**

This DARK FIBER USE AGREEMENT (the "Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, between CRAVEN COUNTY (the "County"), a body politic and corporate of the State of North Carolina, and LMK Communications, LLC a North Carolina company ("User"), having its principal office at 9650 Strickland Road, Suite 103-143, Raleigh, NC 27615 (each a "Party" and collectively the "Parties").

**Recitals**

The County owns certain fiber optic facilities (the "Network," the "County Network," or the "County Network Fiber," or the "Network Fiber") and agrees to make available to User certain surplus dark fiber optic fibers on the Network pursuant to the terms of this Agreement; and

The County and User believe that the interests of the public and each of the County and the User will be well served by User using certain of the County's unused dark fiber optic fibers in accordance with the terms and conditions of this Agreement; and

It is understood by the User that the County Network is only a back-bone, or middle-mile, fiber connection, and that the County is not a provider of internet services, and that the User is responsible for acquiring these services from a vendor capable of providing such services; and

NOW, THEREFORE, in consideration of the mutual covenants, agreements and undertakings contained herein, which the Parties acknowledge constitutes adequate consideration, the Parties agree as follows:

**Article 1. Schedule**

The fibers in the Network that are subject to the terms and conditions of this Agreement are identified on the schedule (the "Schedule") set forth on Exhibit A, attached hereto and incorporated herein by reference, or some other form of schedule mutually agreed upon by the parties and attached hereto and incorporated herein by reference. The Schedule will contain an identification of the fibers in the Network the use of which is granted and conveyed to User, the fees to be paid by User for the use of such fibers, the term of the Agreement, "DEMARCS" for User, any deviation from the fiber technical specifications set forth in Exhibit B, any fees charged as referenced in Article 4, and any other provisions regarding the relevant fibers the Parties deem necessary to address. "DEMARCS" are the hand hole boxes located near the User's premises, at which the User's Fiber connect to the Network. "User's Fiber" are fibers owned by the User which connect User business location to the Network for connectivity purposes. User bears all responsibility and costs of getting User fiber to Network DEMARCS and costs of connecting (splicing) User's Fiber to Network.

**Article 2. Grant of Use and Reservations**

- 2.1 (a) The County hereby grants and conveys to User the exclusive right of use of the agreed upon Network Fibers for the term set forth on Exhibit A, all on the terms and conditions contained in this Agreement.
- (b) The County hereby grants the User permission to utilize agreed upon county Network Fiber in any manner it chooses provided such use adheres to all local, state, federal and international laws. Illegal activities of any kind will result in immediate termination of User's rights to any County Network Fiber and User forfeits any fees paid to that point.
- (c) The County retains the right to use and otherwise grant the use of additional fibers along the Network to other entities, provided that such uses do not interfere with the rights granted to User herein.
- (d) No use of the County's facilities nor payment of any charges required under this Agreement by User shall create a vested interest in Network or any easements or other ownership of property rights of any nature in the Network or in the County's other facilities, except for the right of use granted in this Agreement. The County facilities include, but are not limited to, handholes, conduit, fiber, splice canisters and the components and electronics.
- 2.2 Technical Specifications and Service Redundancy: The "Network Fiber" is single mode fiber housed in cable having the specifications set forth on Exhibit B ("Fiber Specifications") attached hereto and incorporated herein by reference. There is no service redundancy available to User in this agreement.
- 2.3 Demarcation, Handholes and Connection: The Network Fiber will be delivered by the County to a handhole box installed by the County on the state right of way along Industrial Drive. User shall have the right to connect agreed upon number of User Fibers to the Network Fiber inside the DEMARC handhole. The County shall provide the fiber canister and all of its components. The User shall bear all costs of connecting User Fiber to County Network Fiber, and includes but is not limited to, permitting, boring, trenching, digging, splicing, and all materials and labor necessary to do so. The User shall be responsible for all permitting required to access the County DEMARC handhole. Access to County Network Fiber will be pre-approved by the County. All work necessary to tie (splice) User fiber to county Network Fiber will be done by contractors approved by the County. If a contractor cannot be agreed upon, the County will complete the necessary work at User's cost and expense. The County can provide User with, or publish or cause to be published, a list of County-approved contractors. A contractor may become County approved by submitting company information, fiber work experience, proof of commercial general liability insurance and any certifications to the Craven County Information Technology Office. Upon successful review contractor will be placed on County-approved contractor list. All DEMARCS shall be and remain the sole and exclusive personal property of the County.

- 2.4 Right of Ingress and Egress, Point of Attachment and Inspection: The County has the right of full ingress and egress thereto and therefrom over handhole (DEMARCS) for the purposes of installing, operating, inspecting, maintaining, removing, repairing and replacing the Network Fiber and associated equipment. Affected Users shall be notified of access into DEMARCS through its identified representative. The County shall, at all times during the Term, have the right, during normal business hours, to inspect the hand hole (DEMARCS) for compliance with the terms and conditions of this Agreement.
- 2.5 Testing and Acceptance of Fibers: Following installation of User Fibers at the DEMARC, the County and User will perform acceptance tests to ensure that the Network and User Fibers meet the fiber Specifications and establish the intended connectivity.. The County shall provide User written results of initial installation tests. Upon completion of testing by the County and User, User shall have ten (10) business days to perform its own testing of the User Fibers. User shall accept or reject the connections within ten (10) days after completion of its own testing or, if User fails to test within said ten (10) day period, User shall accept the Network Fiber within ten (10) days of receipt of the User's installation unless any fibers fail to meet the Fiber Specifications. If the User Fibers fail to meet the Fiber Specifications, the User shall repair or substitute fibers so that the repaired or substituted fibers pass the required tests and meet the Fiber Specifications, unless User otherwise accepts the original fibers. Likewise, should any County Network Fiber fail to meet the required tests, the County shall repair or substitute fibers so that the repaired or substituted fibers pass the required tests. Upon receipt of the results of acceptance tests related to the repaired or substituted fibers, User shall again have the right to test the repaired or substituted fibers in accordance with the procedure set forth in this Section 2.3, and this process shall repeat itself; provided, however, that User shall have the right to terminate this Agreement immediately upon written notice to the County if the User Fibers fail to meet the Fiber Specifications after the second round of testing and User has not accepted the County Network Fiber as provided herein. In the event User accepts the County Network Fiber, the date of acceptance shall be the Acceptance Date. If User does not perform any testing and fails to respond to the County within ten days of receipt of the County test results, User will be deemed to have accepted the County Network Fiber and the Acceptance Date will be the last day of such ten (10) day period.

**Article 3. Term, Early Termination and Obligations Upon Termination**

- 3.1 This Agreement shall remain in effect until the end of the term set forth on Exhibit A, if not terminated sooner pursuant to Article 13 (Default) of this Agreement.
- 3.2 Termination of this Agreement by User prior to the end of the Term, unless in accordance with terms and conditions of this Agreement, shall be a wrongful termination and, as a result thereof and in addition to any other obligations in the event of a wrongful termination set forth in this Agreement, User shall pay the County the appropriate termination fee set forth on Exhibit C, attached hereto and incorporated herein by reference.

- 3.3 Upon termination of this Agreement, User shall use its best efforts to peaceably quit and disconnect User Fibers from Network as soon as reasonably possible. Should disconnects not be done within thirty (30) business days plus additional permitting time as required by local requirements, County will perform disconnect at User's cost and expense.
- 3.4 Upon completion of the Term, the User shall promptly remove its equipment from the relevant DEMARCS and leave such DEMARCS in their original condition, reasonable wear and tear expected.

**Article 4. Fees and Taxes**

- 4.1 Engineering Fee: User may be required to pay engineering fees to the County to offset any non-standard connection to the Network. Any such fees will be identified and made available to the User during the initial design discussions and prior to the execution of this Agreement and included in the appropriate exhibit herto.
- 4.2 Installation and Configuration Fees. Following engineering, the County, in its sole discretion, will estimate the installation and configuration costs and expenses and will forward that estimate to User prior to the Acceptance Date. User shall pay a one-time, non-refundable fee to the County to offset any agreed upon installation and configuration costs and expenses. The engineering, installation and configuration fees shall be established by the County in its sole discretion and shall be provided to the User prior to the execution of this Agreement and included in the appropriate exhibit hereto.
- 4.3 User Fees. User shall pay to the County a user fee for use of the Network Fiber in the amount set forth on the Exhibit A hereto. The user fee shall be computed in accordance with the Industrial Park Dark Fiber Rates set forth on Exhibit D attached hereto and incorporated herein by reference, and as set forth on the Schedule. Unless indicated otherwise on Exhibit A, the user fee shall be paid monthly, due fifteen (15) days after the date of invoice.
- 4.4 DEMARCS. User shall pay to the County all costs of material and installation of any DEMARCS that are not part of the original installation and that are requested by User.
- 4.5 Taxes. User is responsible for all taxes associated with its User fiber.

**Article 5. User's Racks and Equipment**

- 5.1 User may install racks and equipment, at its sole cost and expense and as User deems necessary, on the User's side of DEMARCS.
- 5.2 User's racks and equipment shall remain the sole and exclusive personal property of User.
- 5.3 User's racks and any and all equipment placed thereon shall be installed in accordance with industry technical specifications and in a manner that will not impede, or prevent, operation of the Network.

5.4 User shall be solely responsible for the operation, maintenance and repair of User's racks and equipment.

**Article 6. Maintenance**

**6.1 Routine Maintenance**

6.1.1 The County and its contractors and/or subcontractors shall, at all times hereunder, maintain the Network in such a manner as will best enable the County to fulfill the County's own service and other requirements, and in accordance with all applicable ordinances, statutes, regulations, laws, tariffs, and codes. The County shall use its reasonable best efforts to schedule and perform Network maintenance in a manner that would not impede the Network or User. The County shall, at no cost to User, supply all labor, tools and equipment necessary to perform maintenance, if any, to the Network Fiber and the Network; provided, however, that User shall cooperate with, and assist, as may be reasonably required and requested by the County at the County's expense.

6.1.2 Except in emergency situations, if the County needs to repair or replace any of Network Fiber to comply with the Fiber Specifications, the County shall notify User in writing not less than seven (7) calendar days prior to the time that the work will take place if User's use of the Network Fiber will be interrupted, and the estimated duration of the interruption. To the extent possible, the County and User shall agree upon the times maintenance on Network Fiber will be performed so as not to interfere with User's business; provided, however, the County retains the right to perform maintenance on Network Fiber upon proper notification to User without a mutual agreement between the parties. Notwithstanding the foregoing, the County shall at all times perform or have performed any and all work or maintenance on the Network and/or the Network Fiber in a manner that attempts to maintain User has connectivity and use on other fibers in the Network

**6.2 Emergency Maintenance**

6.2.1 Between the hours of 7:30 a.m. and 4:00 p.m. local time, Monday through Friday, excluding all County-recognized holidays (i) the County agrees to respond to any Network and/or Network Fiber location needing repair or maintenance within two (2) hours of becoming aware of such need for repair or maintenance, and (ii) the County shall make every effort to have any interruption of the Network Fiber repaired, even if using a temporary fix, no more than twenty-four (24) hours after becoming aware of the need for repair or maintenance. Between the hours of 4:00 p.m. and 7:30 a.m. local time, Monday through Friday, on all weekends, and on all County-recognized holidays, the response time provided for in (i) above shall be eight (8) hours and the repair time provided for in (ii) above shall be thirty-six (36) hours. The County shall notify User of any need for repair or maintenance at ( ) \_\_\_\_\_, or any alternative number provided by User. User shall notify the County of any need for repair or maintenance at (252) 670-8805, which is the 24/7 on-call number for after-hours Information Technology support for Craven County operations, including but not limited to; Law Enforcement, E911 Center, Convention Center, Animal Services and any other special

county functions. The time of User's notification recorded on the County's communications system shall be deemed conclusive, absent manifest error.

6.2.2 In the event of interruptions projected to last longer than 36 hours, the County will, as soon as is reasonably possible, provide alternate fibers to User subject to availability within the Network. If the County is unable to provide alternate fibers to User in the event of an interruption projected to last longer than 36 hours, User shall be entitled to a prorated abatement of its monthly user fee, which shall be deducted from the next monthly payment otherwise due under this Agreement. The abatement of the monthly user fee provided for in this Section 6.2.2 shall be User's sole remedy and measure of damages for the County's inability to provide alternate fibers to User in event of interruptions projected to last longer than 36 hours.

6.2.3 The period(s) of any interruption(s) shall be measured from the time the County actually receives notice thereof to the time service is restored. Scheduled outages for routine maintenance purposes shall not be counted as interruptions. Scheduled outages shall be those outages of which User has at least a seven (7) calendar-day advance notice. The County shall call User at ( ) \_\_\_\_\_, or any alternative number provided by User, to schedule all maintenance operations and to report service interruptions.

### 6.3 User's Responsibilities.

6.3.1 User agrees to pay all costs and expenses (time and materials) associated with maintenance required on the Network if the required repair or maintenance is caused by User.

## **Article 7. Relocation**

### 7.1 Fibers.

7.1.1 The County shall make no changes in the location of the Network Fiber without sixty (60) days written notice to User.

7.1.2 If, for any reason, the County is required or elects to relocate any of the facilities used or required in providing the Network Fiber to User, the County shall give User at least sixty (60) days, or, if sixty (60) days cannot reasonably be given by the County, as much time as the County reasonably can give, written notice of any such relocation and the schedule of any outage during the period of such relocation. In the event an outage lasts longer than 24 hours, User shall be entitled to a prorated abatement of its monthly user fee, which shall be deducted from the next monthly payment otherwise due under this Agreement. The cost of relocating such facilities made as a result of a decision by the County shall be paid for by the County and the cost of relocating such facilities made as a result of a request by the User shall be paid for the by User. The abatement of the monthly user fee provided for in this Section 7.1.2 shall be User's sole remedy and measure of damages in the a relocation outage lasts longer than 24 hours.

7.1.3 Notwithstanding the foregoing, the County shall at all times use its reasonable best efforts to perform or have performed any relocation on its Network and/or the Network Fiber in a manner that ensures that User has connectivity.

## 7.2 DEMARCS

7.2.1 User shall make no changes in the location or configuration of the DEMARCS without the prior written consent and approval of the County. Any relocation or reconfiguration of a DEMARC shall be performed solely by the County or by a contractor or contractors approved by the County.

7.2.2 In the event User desires, for any reason, to relocate any of User's fiber, all costs associated therewith shall be the sole responsibility of User. User shall give the County at least thirty (30) days, or, if thirty (30) days cannot reasonably be given by User, as much time as User reasonably can give, written notice of any such relocation.

## **Article 8. Reclamation**

8.1 Subject to the terms, conditions and limitations set forth in this Agreement, and notwithstanding any other provision of this Agreement to the contrary, the County shall have the right to terminate from time to time and reclaim the use of any or all of the unused Network Fiber on any or all segments of the Network for use (and solely for use) directly by the County.

8.2 In the event that the County desires to reclaim any Network Fiber assigned to a User, the County shall give notice of such intent to User at least twelve (12) months prior to the date of reclamation ("Reclamation Notice"). The Reclamation Notice shall identify each User Fiber on each segment which the County desires to reclaim, and the intended date of reclamation.

8.3 At any time following receipt of a Reclamation Notice, User may initiate negotiations with the County as to possible alternatives to reclamation, including, for example, (1) alternate or additional optoelectronic equipment, (2) alternate routes, and/or (3) installation of additional fibers along the Network. The County and User each shall conduct any such negotiations in good faith. The exact alternative(s) to reclamation, if any, and the allocation of the costs thereof between the parties shall be a subject of such negotiations.

8.4 Unless otherwise agreed between the County and User pursuant to Section, 8.3 above, reclamation shall be effective on the date of reclamation set forth in the Reclamation Notice. User shall be entitled to a prorated adjustment to its monthly user fee with respect to the fibers subject to reclamation, which shall take effect as of the next monthly payment otherwise due under this Agreement, or to terminate this Agreement upon thirty (30) days prior written notice.

**Article 9. Representations and Warranties**

- 9.1 The County represents that it has the right and authority to enter into this Agreement and grant the rights and uses contained herein and perform its obligations under this Agreement.
- 9.2 User represents that it has the right and authority to enter into this Agreement and perform its obligations under this Agreement.
- 9.3 **EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE COUNTY MAKES NO REPRESENTATIONS, WARRANTIES, OR COVENANTS, EXPRESS OR IMPLIED, REGARDING ANY MATTER, INCLUDING, WITHOUT LIMITATION, THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OF ANY MATERIAL OR DELIVERABLE UNDER THIS AGREEMENT.**
- 9.4 **THE COUNTY DISCLAIMS ANY REPRESENTATION OR WARRANTY MADE AND ASSUMES NO LIABILITY WHATSOEVER REGARDING ITS NETWORK OR UNINTERRUPTED SERVICE AND/OR AVAILABILITY ON THE NETWORK. USER ACKNOWLEDGES THAT NO CLAIMS RELATING TO SUCH REPRESENTATIONS AND WARRANTIES SHALL BE BROUGHT AGAINST THE COUNTY BY USER OR ITS AFFILIATES.**

**Article 10. Assignment and Encumbrances**

- 10.1 Unless specifically provided herein, User shall not assign, transfer or sublet any of its rights under this Agreement without the prior written consent of the other, which consent will not to be unreasonably withheld. For purposes of this Article 10.1, transactions between User and any of its subsidiary companies (companies in which User has a controlling interest), or any affiliate, or parent entity, or any entity which merges into or with User, or that acquires all or substantially all of User's assets, shall not be considered an assignment, transfer or a sublet and no consent shall be needed for same.
- 10.2 The County may encumber the Network Fiber and its Network provided any such encumbrance shall be subject to the User's rights afforded in this Agreement. The County may pledge or assign its rights under this Agreement to its lender(s) for the purpose of securing financing for the construction, maintenance, or extension of its Network.

**Article 11. Indemnification**

- 11.1 Indemnity and Defense: In any suit against User or the County by any third party or by the other party, there shall be no indemnity of either by the other, except as by law provided, and each party shall be obligated to present and pay for its own defense.

## **Article 12. Insurance**

- 12.1 User agrees to include Craven County as additional insured on a commercial general liability policy, including public liability, contractual liability, premises liability, and property damage, acceptable to and approved by the County, covering bodily injury and property damage which may arise from or in connection with the rights granted in this Agreement, in amounts as follows: a general aggregate limit of \$2,000,000; \$1,000,000 per occurrence.
- 12.2 User shall at all times maintain adequate Workmen's Compensation Insurance as required by the General Statutes of North Carolina.
- 12.3 A certificate evidencing the existence of the insurance policies referenced above shall be delivered to the County upon the execution of this Agreement. In the event a binder is delivered, it shall be replaced within ten days by a certificate of insurance. User agrees to provide thirty (30) days written notice to the County of cancellation, termination, or material change or modification to the policy..
- 12.4 A renewal certificate shall be delivered to the County at least fifteen (15) days prior to a policy's expiration date except for any policy expiring on or after the expiration date of this Agreement.
- 12.5 Failure to maintain or provide proof of insurance shall constitute an immediate breach of this Agreement. User shall have a thirty (30) day cure period from receipt of written Notice of Breach by the County to provide proof that such insurance is in place.
- 12.6 At all times during the term of this Agreement, User shall maintain, and shall require its contractor and subcontractors that do any work in connection with this Agreement, to maintain insurance coverage as described herein and will produce proof of insurance on demand by the County.
- 12.7 In the event User fails to obtain the required insurance, the County reserves the right to purchase insurance on the account of User however the County is not obligated to do so.
- 12.8 Notwithstanding the foregoing requirements, User may provide its own self-insurance to comply with the requirements set forth in this Article 12. The County agrees to accept User's program of self-insurance (with respect to User only), provided that, if at any time User is no longer self-insured, User shall acquire and maintain insurance as otherwise required herein with respect to the types of coverage for which User is no longer self-insured and provide the County a certificate of insurance evidencing its acquisition of such insurance coverage required herein.

## **Article 13. Default**

- 13.1 Events of Default. The following shall constitute events of default, the occurrence of which shall constitute a material breach of this Agreement and entitle the non-defaulting party to the rights and remedies set forth below in this Article:

(A) Failure by User to pay to the County any amounts when due and such failure is not cured within fifteen (15) calendar days following receipt of written notice of such failure; and

(B) Failure by either Party to perform any other material obligation under this Agreement when such failure continues for a period of thirty (30) calendar days (or such longer period as the Parties may agree upon in writing) following receipt of written notice of such failure.

13.2 Rights of User Upon Default. Upon the occurrence of a default by the County that is not cured pursuant to paragraph 13.1 above, User shall be entitled to terminate this Agreement and receive a refund of monthly user fees previously paid to the County but unearned, if any, in addition to any other remedies available in law or equity.

13.3 Rights of the County Upon Default. Upon the occurrence of a default by User that is not cured pursuant to paragraph 13.1 above, the present value of 50% of the unpaid portion of the User Fee for the balance of the Term of this Agreement shall be accelerated and shall become due and payable immediately and the County shall have the right to: (i) terminate this Agreement, and (ii) recover the unpaid portion of the User Fee and any other amounts owed by User that accrued prior to the date of termination, in addition to any other remedies available in law or equity provided, however, the User's liability for the unpaid portion of the User Fee shall not constitute a penalty or liquidated damages, but shall constitute payment in advance of the User Fee for the remainder of the Term. Notwithstanding anything in this Agreement or otherwise to the contrary, the County shall have no obligation to mitigate User's obligations under this Agreement, including, but not limited to, its obligation to pay the amounts described in this Section 13.3 or the termination fee described in Section 3.2 of this Agreement.

#### **Article 14. Limitation of Liability**

14.1 **NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES RESULTING FROM A PARTY'S BREACH OF, OR OTHER FAILURE TO PERFORM UNDER THIS AGREEMENT.**

#### **Article 15. General Provisions**

15.1 Confidentiality. If either Party provides confidential information to the other in writing that is identified as such, the receiving Party shall protect the confidential information from disclosure to third parties with the same degree of care afforded its own confidential and proprietary information. Neither Party shall be required, however, to hold confidential any information which becomes publicly available other than through the recipient, which is required to be disclosed by a governmental or judicial order, by statute (including North Carolina's public records laws), is independently developed by the recipient or which becomes available to the recipient without any known restrictions from a third party. The County further warrants that it will not install any equipment at any

DEMARC that would enable the County to download, divert, record, or otherwise capture any data passing through the Network or User Fibers. To this end, the County will accommodate the User to inspect DEMARCS during normal business hours to verify the County's compliance with this provision.

- 15.2 No Third Party Beneficiaries. None of the terms or conditions in this Agreement shall give or allow any claim, benefit, or right of action by any third person not a party hereto. Any person other than the County or User receiving services or benefits under this Agreement shall be only an incidental beneficiary.
- 15.3 No Partnership. The Parties acknowledge and agree that this Agreement does not create a partnership between, or a joint venture of, the County and User.
- 15.4 Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties and their respective successors and assigns.
- 15.5 Governing Law and Exclusive Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina without giving effect to the principles of conflicts of laws. Exclusive Venue for any claim or action arising from this Agreement may only be brought in the General Court of Justice, Craven County, North Carolina, or the United States District Court, Eastern District of North Carolina.
- 15.6 Severability. In the event any term, covenant or condition of this Agreement, or the application of such term, covenant or condition, shall be held invalid as to any person or circumstance by any court having jurisdiction, all other terms, covenants and conditions of this Agreement and their application shall not be affected thereby, but shall remain in force and effect unless a court holds that the invalid term, covenant or condition is not separable from all other terms covenants and conditions of Agreement.
- 15.7 Force Majeure. Neither Party shall be liable to the other for any failure of performance under this Agreement due to causes beyond its control, including, but not limited to, acts of God, fire, flood or other catastrophes, adverse weather conditions, material or facility shortages or unavailability not resulting from such party's failure to timely place orders therefore, lack of transportation, the imposition of any governmental codes, ordinances, laws, rules, regulations or restrictions, the declaration of a state of emergency by a national, state or local governmental authority, insurrections, riots, wars, or strikes, lock-outs, work stoppages or other labor difficulties.
- 15.8 Waiver. No delay or omission by either Party to exercise any right or power occurring upon non-compliance or failure of performance by the other Party shall impair that right or power or be construed to be a waiver thereof. A waiver by either Party of any of the covenants, conditions or agreements to be performed by the other Party shall not be construed to be a general waiver of any such covenants, conditions or agreements, but the same shall be and remain at all times in full force and effect.

- 15.9 Headings. The Article headings herein are for convenience and reference only, and in no way define or limit the scope and content of this Agreement or in any way affect its provisions.
- 15.10 Notices. All notices, requests or other communications (other than those normally required during the installation process) under this Agreement or required by law shall be in writing and shall be sent by nationally recognized overnight delivery service, or mailed, registered or certified mail, postage prepaid and return receipt requested, or transmitted by facsimile, sent to the applicable address set forth in this Section 15.11 (or to any other address that the party to be notified may have designated to the sender by notice under this Section 15.10) below:
- 15.11 No Implied Representations. No representations, agreements, covenants, warranties, or certifications, express or implied, shall exist as between the Parties, except as specifically set forth in this Agreement.
- 15.12 Integrated Agreement and Amendments. This Agreement is an integration of the entire understanding of the parties with respect to the matters set forth herein. The Parties shall only amend this Agreement in writing with the proper official signatures attached thereto.
- 15.13 Iran Divestment Act. User certifies that (i) User is not listed on the Iran Divestment List created by the State Treasurer pursuant to the N.C.G.S. § 147-86.58 (the "Final Divestment List"), and (ii) User will not utilize any subcontractor performing work under this agreement which is listed on the Final Divestment List. The Final Divestment List can be found on the State Treasurer's website at the address [www.nctreasurer.com/Iran](http://www.nctreasurer.com/Iran) and should be updated every 180 days.
- 15.14 E-Verify. User shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further if User utilizes a subcontractor, user shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

If to User: LMK Communications, LLC  
Attn: Dave Kamphuis  
9650 Strickland Road, Suite 103-143  
Raleigh, NC 27615  
Telephone: (919) 841-4552  
Email: david.kamphuis@networkclarity.com

With Copy to: LMK Communications, LLC  
Attn: Jennifer Menge  
9650 Strickland Road, Suite 103-143  
Raleigh, NC 27615  
Telephone: (919) 270-9833  
Email: Jennifer.Menge@networkclarity.com

If to County: Craven County  
Attn: Jack Veit, County Manager  
406 Craven Street  
New Bern, NC 28560  
Telephone: (252) 636-6600  
E-mail: jveit@cravencountync.gov

With Copy to: Craven County  
Attn: Dennis B. Holton, Director of Information Technology  
406 Craven Street  
New Bern, NC 28560  
Telephone: (252) 636-6609  
E-mail: dholton@cravencountync.gov

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

**USER - ClarityNetworks**

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

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

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

**CRAVEN COUNTY**

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

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

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

EXHIBIT A- FORM FOR SCHEDULE

Identification of User Fibers	Term: (in months)	Effective Date:	Ending Date:	User Fee: Monthly Annually Total	Engineering Fee:	Installation/ Configuration Fee:
Orange Buffer tube - 4 fibers	120	9/7/2016	9/7/2026	\$80/month \$960/year	\$0	\$0

Splicing method shall be fusion splicing using the latest Corning Splice specifications as the guideline.

All components used will be Corning approved components.

:

## EXHIBIT B- FIBER SPECIFICATIONS

### *[Corning ALTOS Lite 144 Fiber – Single Mode]*

This fiber is contained within buried conduits with access at designated hand holes. Corning Altos Lite, loose tube, gel free, single jacket, single armored cable. Fiber is single mode (OS2), outdoor 144-strand, 12 buffer tubes with corrugated steel tape armor.

Buffer Tube Color Coding:

Blue, Orange, Green, Brown, Slate, White, Red, Black, Yellow, Violet, Rose, Aqua

Assignment of fiber strands to User is determined by the County.

Access to fiber hand holes and other termination or splice locations will be coordinated with the County.

## EXHIBIT C – TERMINATION FEE

The Fiber Use Agreement value is based on an annual cost of \$ 960, for a period of 10 years, for a total Fiber Use Agreement value of \$ 9, 600. The termination fee for the early termination of this Agreement will be an amount equal to 50% of the unamortized portion of the total Fiber Use Agreement value.

EXHIBIT D  
 CRAVEN COUNTY INDUSTRIAL PARK DARK FIBER RATES



<b>DARK FIBER RATES</b>			
Dark fiber rates are calculated based on a per mile per strand basis, are available for a variety of time lengths and are charged monthly. Minimal interval of 1 mile, rounded up to nearest mile.			
<b>Monthly Charge Per Mile</b> (Dark fiber rates are charged per strand.)			
Per Strand	\$20.00	Inside Industrial Park	Passes thru County Ag Extension Building
<p style="color: blue; font-weight: bold;">No Maintenance fees are present at this time. Craven County reserves the right to review its monthly charge per mile every 3 years from the date of this contract and to adjust 5% based on current economic conditions, history of repairs or additional needs.</p> <p style="color: blue;">All options will be reviewed and provisioned as to make sure fiber stranding is held to a minimum.</p>			
<b>Additional Charges (Upfront, one time cost)</b>			
<b>Build from Industrial Park Fiber Backbone</b>			
Handhole	Cost Plus Labor		
Splicing Fees	Cost Plus Labor		

**NORTH CAROLINA**

**DARK FIBER USE AGREEMENT**

**CRAVEN COUNTY**

This DARK FIBER USE AGREEMENT (the "Agreement") is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, between CRAVEN COUNTY (the "County"), a body politic and corporate of the State of North Carolina, and LMK Communications, LLC a North Carolina company ("User"), having its principal office at 9650 Strickland Road, Suite 103-143, Raleigh, NC 27615 (each a "Party" and collectively the "Parties").

**Recitals**

The County owns certain fiber optic facilities (the "Network," the "County Network," or the "County Network Fiber," or the "Network Fiber") and agrees to make available to User certain surplus dark fiber optic fibers on the Network pursuant to the terms of this Agreement; and

The County and User believe that the interests of the public and each of the County and the User will be well served by User using certain of the County's unused dark fiber optic fibers in accordance with the terms and conditions of this Agreement; and

It is understood by the User that the County Network is only a back-bone, or middle-mile, fiber connection, and that the County is not a provider of internet services, and that the User is responsible for acquiring these services from a vendor capable of providing such services; and

NOW, THEREFORE, in consideration of the mutual covenants, agreements and undertakings contained herein, which the Parties acknowledge constitutes adequate consideration, the Parties agree as follows:

**Article 1. Schedule**

The fibers in the Network that are subject to the terms and conditions of this Agreement are identified on the schedule (the "Schedule") set forth on Exhibit A, attached hereto and incorporated herein by reference, or some other form of schedule mutually agreed upon by the parties and attached hereto and incorporated herein by reference. The Schedule will contain an identification of the fibers in the Network the use of which is granted and conveyed to User, the fees to be paid by User for the use of such fibers, the term of the Agreement, "DEMARCS" for User, any deviation from the fiber technical specifications set forth in Exhibit B, any fees charged as referenced in Article 4, and any other provisions regarding the relevant fibers the Parties deem necessary to address. "DEMARCS" are the hand hole boxes located near the User's premises, at which the User's Fiber connect to the Network. "User's Fiber" are fibers owned by the User which connect User business location to the Network for connectivity purposes. User bears all responsibility and costs of getting User fiber to Network DEMARCS and costs of connecting (splicing) User's Fiber to Network.

**Article 2. Grant of Use and Reservations**

2.1 (a) The County hereby grants and conveys to User the exclusive right of use of the agreed upon Network Fibers for the term set forth on Exhibit A, all on the terms and conditions contained in this Agreement.

(b) The County hereby grants the User permission to utilize agreed upon county Network Fiber in any manner it chooses provided such use adheres to all local, state, federal and international laws. Illegal activities of any kind will result in immediate termination of User's rights to any County Network Fiber and User forfeits any fees paid to that point.

(c) The County retains the right to use and otherwise grant the use of additional fibers along the Network to other entities, provided that such uses do not interfere with the rights granted to User herein.

(d) No use of the County's facilities nor payment of any charges required under this Agreement by User shall create a vested interest in Network or any easements or other ownership of property rights of any nature in the Network or in the County's other facilities, except for the right of use granted in this Agreement. The County facilities include, but are not limited to, handholes, conduit, fiber, splice canisters and the components and electronics.

2.2 Technical Specifications and Service Redundancy: The "Network Fiber" is single mode fiber housed in cable having the specifications set forth on Exhibit B ("Fiber Specifications") attached hereto and incorporated herein by reference. There is no service redundancy available to User in this agreement.

2.3 Demarcation, Handholes and Connection: The Network Fiber will be delivered by the County to a handhole box installed by the County on the state right of way along designated locations. User shall have the right to connect agreed upon number of User Fibers to the Network Fiber inside the DEMARC handhole. The County shall provide the fiber canister and all of its components. The User shall bear all costs of connecting User Fiber to County Network Fiber, and includes but is not limited to, permitting, boring, trenching, digging, splicing, and all materials and labor necessary to do so. The User shall be responsible for all permitting required to access the County DEMARC handhole. Access to County Network Fiber will be pre-approved by the County. All work necessary to tie (splice) User fiber to county Network Fiber will be done by contractors approved by the County. If a contractor cannot be agreed upon, the County will complete the necessary work at User's cost and expense. The County can provide User with, or publish or cause to be published, a list of County-approved contractors. A contractor may become County approved by submitting company information, fiber work experience, proof of commercial general liability insurance and any certifications to the Craven County Information Technology Office. Upon successful review contractor will be placed on County-approved contractor list. All DEMARCS shall be and remain the sole and exclusive personal property of the County.

- 2.4 Right of Ingress and Egress, Point of Attachment and Inspection: The County has the right of full ingress and egress thereto and therefrom over handhole (DEMARCS) for the purposes of installing, operating, inspecting, maintaining, removing, repairing and replacing the Network Fiber and associated equipment. Affected Users shall be notified of access into DEMARCS through its identified representative. The County shall, at all times during the Term, have the right, during normal business hours, to inspect the hand hole (DEMARCS) for compliance with the terms and conditions of this Agreement.
- 2.5 Testing and Acceptance of Fibers: Following installation of User Fibers at the DEMARC, the County and User will perform acceptance tests to ensure that the Network and User Fibers meet the fiber Specifications and establish the intended connectivity.. The County shall provide User written results of initial installation tests. Upon completion of testing by the County and User, User shall have ten (10) business days to perform its own testing of the User Fibers. User shall accept or reject the connections within ten (10) days after completion of its own testing or, if User fails to test within said ten (10) day period, User shall accept the Network Fiber within ten (10) days of receipt of the User's installation unless any fibers fail to meet the Fiber Specifications. If the User Fibers fail to meet the Fiber Specifications, the User shall repair or substitute fibers so that the repaired or substituted fibers pass the required tests and meet the Fiber Specifications, unless User otherwise accepts the original fibers. Likewise, should any County Network Fiber fail to meet the required tests, the County shall repair or substitute fibers so that the repaired or substituted fibers pass the required tests. Upon receipt of the results of acceptance tests related to the repaired or substituted fibers, User shall again have the right to test the repaired or substituted fibers in accordance with the procedure set forth in this Section 2.3, and this process shall repeat itself; provided, however, that User shall have the right to terminate this Agreement immediately upon written notice to the County if the User Fibers fail to meet the Fiber Specifications after the second round of testing and User has not accepted the County Network Fiber as provided herein. In the event User accepts the County Network Fiber, the date of acceptance shall be the Acceptance Date. If User does not perform any testing and fails to respond to the County within ten days of receipt of the County test results, User will be deemed to have accepted the County Network Fiber and the Acceptance Date will be the last day of such ten (10) day period.

**Article 3. Term, Early Termination and Obligations Upon Termination**

- 3.1 This Agreement shall remain in effect until the end of the term set forth on Exhibit A, if not terminated sooner pursuant to Article 13 (Default) of this Agreement.
- 3.2 Termination of this Agreement by User prior to the end of the Term, unless in accordance with terms and conditions of this Agreement, shall be a wrongful termination and, as a result thereof and in addition to any other obligations in the event of a wrongful termination set forth in this Agreement, User shall pay the County the appropriate termination fee set forth on Exhibit C, attached hereto and incorporated herein by reference.

- 3.3 Upon termination of this Agreement, User shall use its best efforts to peaceably quit and disconnect User Fibers from Network as soon as reasonably possible. Should disconnects not be done within thirty (30) business days plus additional permitting time as required by local requirements, County will perform disconnect at User's cost and expense.
- 3.4 Upon completion of the Term, the User shall promptly remove its equipment from the relevant DEMARCS and leave such DEMARCS in their original condition, reasonable wear and tear expected.

**Article 4. Fees and Taxes**

- 4.1 Engineering Fee: User may be required to pay engineering fees to the County to offset any non-standard connection to the Network. Any such fees will be identified and made available to the User during the initial design discussions and prior to the execution of this Agreement and included in the appropriate exhibit hereto.
- 4.2 Installation and Configuration Fees. Following engineering, the County, in its sole discretion, will estimate the installation and configuration costs and expenses and will forward that estimate to User prior to the Acceptance Date. User shall pay a one-time, non-refundable fee to the County to offset any agreed upon installation and configuration costs and expenses. The engineering, installation and configuration fees shall be established by the County in its sole discretion and shall be provided to the User prior to the execution of this Agreement and included in the appropriate exhibit hereto.
- 4.3 User Fees. User shall pay to the County a user fee for use of the Network Fiber in the amount set forth on the Exhibit A hereto. The user fee shall be computed in accordance with the Dark Fiber Rates set forth on Exhibit D attached hereto and incorporated herein by reference, and as set forth on the Schedule. Unless indicated otherwise on Exhibit A, the user fee shall be paid monthly, due fifteen (15) days after the date of invoice.
- 4.4 DEMARCS. User shall pay to the County all costs of material and installation of any DEMARCS that are not part of the original installation and that are requested by User.
- 4.5 Taxes. User is responsible for all taxes associated with its User fiber.

**Article 5. User's Racks and Equipment**

- 5.1 User may install racks and equipment, at its sole cost and expense and as User deems necessary, on the User's side of DEMARCS.
- 5.2 User's racks and equipment shall remain the sole and exclusive personal property of User.
- 5.3 User's racks and any and all equipment placed thereon shall be installed in accordance with industry technical specifications and in a manner that will not impede, or prevent, operation of the Network.

5.4 User shall be solely responsible for the operation, maintenance and repair of User's racks and equipment.

**Article 6. Maintenance**

**6.1 Routine Maintenance**

6.1.1 The County and its contractors and/or subcontractors shall, at all times hereunder, maintain the Network in such a manner as will best enable the County to fulfill the County's own service and other requirements, and in accordance with all applicable ordinances, statutes, regulations, laws, tariffs, and codes. The County shall use its reasonable best efforts to schedule and perform Network maintenance in a manner that would not impede the Network or User. The County shall, at no cost to User, supply all labor, tools and equipment necessary to perform maintenance, if any, to the Network Fiber and the Network; provided, however, that User shall cooperate with, and assist, as may be reasonably required and requested by the County at the County's expense.

6.1.2 Except in emergency situations, if the County needs to repair or replace any of Network Fiber to comply with the Fiber Specifications, the County shall notify User in writing not less than seven (7) calendar days prior to the time that the work will take place if User's use of the Network Fiber will be interrupted, and the estimated duration of the interruption. To the extent possible, the County and User shall agree upon the times maintenance on Network Fiber will be performed so as not to interfere with User's business; provided, however, the County retains the right to perform maintenance on Network Fiber upon proper notification to User without a mutual agreement between the parties. Notwithstanding the foregoing, the County shall at all times perform or have performed any and all work or maintenance on the Network and/or the Network Fiber in a manner that attempts to maintain User has connectivity and use on other fibers in the Network

**6.2 Emergency Maintenance**

6.2.1 Between the hours of 7:30 a.m. and 4:00 p.m. local time, Monday through Friday, excluding all County-recognized holidays (i) the County agrees to respond to any Network and/or Network Fiber location needing repair or maintenance within two (2) hours of becoming aware of such need for repair or maintenance, and (ii) the County shall make every effort to have any interruption of the Network Fiber repaired, even if using a temporary fix, no more than twenty-four (24) hours after becoming aware of the need for repair or maintenance. Between the hours of 4:00 p.m. and 7:30 a.m. local time, Monday through Friday, on all weekends, and on all County-recognized holidays, the response time provided for in (i) above shall be eight (8) hours and the repair time provided for in (ii) above shall be thirty-six (36) hours. The County shall notify User of any need for repair or maintenance at ( ) \_\_\_\_\_, or any alternative number provided by User. User shall notify the County of any need for repair or maintenance at (252) 670-8805, which is the 24/7 on-call number for after-hours Information Technology support for Craven County operations, including but not limited to; Law Enforcement, E911 Center, Convention Center, Animal Services and any other special

county functions. The time of User's notification recorded on the County's communications system shall be deemed conclusive, absent manifest error.

6.2.2 In the event of interruptions projected to last longer than 36 hours, the County will, as soon as is reasonably possible, provide alternate fibers to User subject to availability within the Network. If the County is unable to provide alternate fibers to User in the event of an interruption projected to last longer than 36 hours, User shall be entitled to a prorated abatement of its monthly user fee, which shall be deducted from the next monthly payment otherwise due under this Agreement. The abatement of the monthly user fee provided for in this Section 6.2.2 shall be User's sole remedy and measure of damages for the County's inability to provide alternate fibers to User in event of interruptions projected to last longer than 36 hours.

6.2.3 The period(s) of any interruption(s) shall be measured from the time the County actually receives notice thereof to the time service is restored. Scheduled outages for routine maintenance purposes shall not be counted as interruptions. Scheduled outages shall be those outages of which User has at least a seven (7) calendar-day advance notice. The County shall call User at ( ) \_\_\_\_\_, or any alternative number provided by User, to schedule all maintenance operations and to report service interruptions.

### 6.3 User's Responsibilities.

6.3.1 User agrees to pay all costs and expenses (time and materials) associated with maintenance required on the Network if the required repair or maintenance is caused by User.

## **Article 7. Relocation**

### 7.1 Fibers.

7.1.1 The County shall make no changes in the location of the Network Fiber without sixty (60) days written notice to User.

7.1.2 If, for any reason, the County is required or elects to relocate any of the facilities used or required in providing the Network Fiber to User, the County shall give User at least sixty (60) days, or, if sixty (60) days cannot reasonably be given by the County, as much time as the County reasonably can give, written notice of any such relocation and the schedule of any outage during the period of such relocation. In the event an outage lasts longer than 24 hours, User shall be entitled to a prorated abatement of its monthly user fee, which shall be deducted from the next monthly payment otherwise due under this Agreement. The cost of relocating such facilities made as a result of a decision by the County shall be paid for by the County and the cost of relocating such facilities made as a result of a request by the User shall be paid for the by User. The abatement of the monthly user fee provided for in this Section 7.1.2 shall be User's sole remedy and measure of damages in the a relocation outage lasts longer than 24 hours.

7.1.3 Notwithstanding the foregoing, the County shall at all times use its reasonable best efforts to perform or have performed any relocation on its Network and/or the Network Fiber in a manner that ensures that User has connectivity.

## 7.2 DEMARCS

7.2.1 User shall make no changes in the location or configuration of the DEMARCS without the prior written consent and approval of the County. Any relocation or reconfiguration of a DEMARC shall be performed solely by the County or by a contractor or contractors approved by the County.

7.2.2 In the event User desires, for any reason, to relocate any of User's fiber, all costs associated therewith shall be the sole responsibility of User. User shall give the County at least thirty (30) days, or, if thirty (30) days cannot reasonably be given by User, as much time as User reasonably can give, written notice of any such relocation.

## **Article 8. Reclamation**

8.1 Subject to the terms, conditions and limitations set forth in this Agreement, and notwithstanding any other provision of this Agreement to the contrary, the County shall have the right to terminate from time to time and reclaim the use of any or all of the unused Network Fiber on any or all segments of the Network for use (and solely for use) directly by the County.

8.2 In the event that the County desires to reclaim any Network Fiber assigned to a User, the County shall give notice of such intent to User at least twelve (12) months prior to the date of reclamation ("Reclamation Notice"). The Reclamation Notice shall identify each User Fiber on each segment which the County desires to reclaim, and the intended date of reclamation.

8.3 At any time following receipt of a Reclamation Notice, User may initiate negotiations with the County as to possible alternatives to reclamation, including, for example, (1) alternate or additional optoelectronic equipment, (2) alternate routes, and/or (3) installation of additional fibers along the Network. The County and User each shall conduct any such negotiations in good faith. The exact alternative(s) to reclamation, if any, and the allocation of the costs thereof between the parties shall be a subject of such negotiations.

8.4 Unless otherwise agreed between the County and User pursuant to Section, 8.3 above, reclamation shall be effective on the date of reclamation set forth in the Reclamation Notice. User shall be entitled to a prorated adjustment to its monthly user fee with respect to the fibers subject to reclamation, which shall take effect as of the next monthly payment otherwise due under this Agreement, or to terminate this Agreement upon thirty (30) days prior written notice.

**Article 9. Representations and Warranties**

- 9.1 The County represents that it has the right and authority to enter into this Agreement and grant the rights and uses contained herein and perform its obligations under this Agreement.
- 9.2 User represents that it has the right and authority to enter into this Agreement and perform its obligations under this Agreement.
- 9.3 **EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE COUNTY MAKES NO REPRESENTATIONS, WARRANTIES, OR COVENANTS, EXPRESS OR IMPLIED, REGARDING ANY MATTER, INCLUDING, WITHOUT LIMITATION, THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OF ANY MATERIAL OR DELIVERABLE UNDER THIS AGREEMENT.**
- 9.4 **THE COUNTY DISCLAIMS ANY REPRESENTATION OR WARRANTY MADE AND ASSUMES NO LIABILITY WHATSOEVER REGARDING ITS NETWORK OR UNINTERRUPTED SERVICE AND/OR AVAILABILITY ON THE NETWORK. USER ACKNOWLEDGES THAT NO CLAIMS RELATING TO SUCH REPRESENTATIONS AND WARRANTIES SHALL BE BROUGHT AGAINST THE COUNTY BY USER OR ITS AFFILIATES.**

**Article 10. Assignment and Encumbrances**

- 10.1 Unless specifically provided herein, User shall not assign, transfer or sublet any of its rights under this Agreement without the prior written consent of the other, which consent will not to be unreasonably withheld. For purposes of this Article 10.1, transactions between User and any of its subsidiary companies (companies in which User has a controlling interest), or any affiliate, or parent entity, or any entity which merges into or with User, or that acquires all or substantially all of User's assets, shall not be considered an assignment, transfer or a sublet and no consent shall be needed for same.
- 10.2 The County may encumber the Network Fiber and its Network provided any such encumbrance shall be subject to the User's rights afforded in this Agreement. The County may pledge or assign its rights under this Agreement to its lender(s) for the purpose of securing financing for the construction, maintenance, or extension of its Network.

**Article 11. Indemnification**

- 11.1 Indemnity and Defense: In any suit against User or the County by any third party or by the other party, there shall be no indemnity of either by the other, except as by law provided, and each party shall be obligated to present and pay for its own defense.

**Article 12. Insurance**

- 12.1 User agrees to include Craven County as additional insured on a commercial general liability policy, including public liability, contractual liability, premises liability, and property damage, acceptable to and approved by the County, covering bodily injury and property damage which may arise from or in connection with the rights granted in this Agreement, in amounts as follows: a general aggregate limit of \$2,000,000; \$1,000,000 per occurrence.
- 12.2 User shall at all times maintain adequate Workmen's Compensation Insurance as required by the General Statutes of North Carolina.
- 12.3 A certificate evidencing the existence of the insurance policies referenced above shall be delivered to the County upon the execution of this Agreement. In the event a binder is delivered, it shall be replaced within ten days by a certificate of insurance. User agrees to provide thirty (30) days written notice to the County of cancellation, termination, or material change or modification to the policy..
- 12.4 A renewal certificate shall be delivered to the County at least fifteen (15) days prior to a policy's expiration date except for any policy expiring on or after the expiration date of this Agreement.
- 12.5 Failure to maintain or provide proof of insurance shall constitute an immediate breach of this Agreement. User shall have a thirty (30) day cure period from receipt of written Notice of Breach by the County to provide proof that such insurance is in place.
- 12.6 At all times during the term of this Agreement, User shall maintain, and shall require its contractor and subcontractors that do any work in connection with this Agreement, to maintain insurance coverage as described herein and will produce proof of insurance on demand by the County.
- 12.7 In the event User fails to obtain the required insurance, the County reserves the right to purchase insurance on the account of User however the County is not obligated to do so.
- 12.8 Notwithstanding the foregoing requirements, User may provide its own self-insurance to comply with the requirements set forth in this Article 12. The County agrees to accept User's program of self-insurance (with respect to User only), provided that, if at any time User is no longer self-insured, User shall acquire and maintain insurance as otherwise required herein with respect to the types of coverage for which User is no longer self-insured and provide the County a certificate of insurance evidencing its acquisition of such insurance coverage required herein.

**Article 13. Default**

- 13.1 Events of Default. The following shall constitute events of default, the occurrence of which shall constitute a material breach of this Agreement and entitle the non-defaulting party to the rights and remedies set forth below in this Article:

(A) Failure by User to pay to the County any amounts when due and such failure is not cured within fifteen (15) calendar days following receipt of written notice of such failure; and

(B) Failure by either Party to perform any other material obligation under this Agreement when such failure continues for a period of thirty (30) calendar days (or such longer period as the Parties may agree upon in writing) following receipt of written notice of such failure.

13.2 Rights of User Upon Default. Upon the occurrence of a default by the County that is not cured pursuant to paragraph 13.1 above, User shall be entitled to terminate this Agreement and receive a refund of monthly user fees previously paid to the County but unearned, if any, in addition to any other remedies available in law or equity.

13.3 Rights of the County Upon Default. Upon the occurrence of a default by User that is not cured pursuant to paragraph 13.1 above, the present value of 50% of the unpaid portion of the User Fee for the balance of the Term of this Agreement shall be accelerated and shall become due and payable immediately and the County shall have the right to: (i) terminate this Agreement, and (ii) recover the unpaid portion of the User Fee and any other amounts owed by User that accrued prior to the date of termination, in addition to any other remedies available in law or equity provided, however, the User's liability for the unpaid portion of the User Fee shall not constitute a penalty or liquidated damages, but shall constitute payment in advance of the User Fee for the remainder of the Term. Notwithstanding anything in this Agreement or otherwise to the contrary, the County shall have no obligation to mitigate User's obligations under this Agreement, including, but not limited to, its obligation to pay the amounts described in this Section 13.3 or the termination fee described in Section 3.2 of this Agreement.

#### **Article 14. Limitation of Liability**

14.1 **NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES RESULTING FROM A PARTY'S BREACH OF, OR OTHER FAILURE TO PERFORM UNDER THIS AGREEMENT.**

#### **Article 15. General Provisions**

15.1 Confidentiality. If either Party provides confidential information to the other in writing that is identified as such, the receiving Party shall protect the confidential information from disclosure to third parties with the same degree of care afforded its own confidential and proprietary information. Neither Party shall be required, however, to hold confidential any information which becomes publicly available other than through the recipient, which is required to be disclosed by a governmental or judicial order, by statute (including North Carolina's public records laws), is independently developed by the recipient or which becomes available to the recipient without any known restrictions from a third party. The County further warrants that it will not install any equipment at any

DEMARC that would enable the County to download, divert, record, or otherwise capture any data passing through the Network or User Fibers. To this end, the County will accommodate the User to inspect DEMARCS during normal business hours to verify the County's compliance with this provision.

- 15.2 No Third Party Beneficiaries. None of the terms or conditions in this Agreement shall give or allow any claim, benefit, or right of action by any third person not a party hereto. Any person other than the County or User receiving services or benefits under this Agreement shall be only an incidental beneficiary.
- 15.3 No Partnership. The Parties acknowledge and agree that this Agreement does not create a partnership between, or a joint venture of, the County and User.
- 15.4 Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties and their respective successors and assigns.
- 15.5 Governing Law and Exclusive Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina without giving effect to the principles of conflicts of laws. Exclusive Venue for any claim or action arising from this Agreement may only be brought in the General Court of Justice, Craven County, North Carolina, or the United States District Court, Eastern District of North Carolina.
- 15.6 Severability. In the event any term, covenant or condition of this Agreement, or the application of such term, covenant or condition, shall be held invalid as to any person or circumstance by any court having jurisdiction, all other terms, covenants and conditions of this Agreement and their application shall not be affected thereby, but shall remain in force and effect unless a court holds that the invalid term, covenant or condition is not separable from all other terms covenants and conditions of Agreement.
- 15.7 Force Majeure. Neither Party shall be liable to the other for any failure of performance under this Agreement due to causes beyond its control, including, but not limited to, acts of God, fire, flood or other catastrophes, adverse weather conditions, material or facility shortages or unavailability not resulting from such party's failure to timely place orders therefore, lack of transportation, the imposition of any governmental codes, ordinances, laws, rules, regulations or restrictions, the declaration of a state of emergency by a national, state or local governmental authority, insurrections, riots, wars, or strikes, lock-outs, work stoppages or other labor difficulties.
- 15.8 Waiver. No delay or omission by either Party to exercise any right or power occurring upon non-compliance or failure of performance by the other Party shall impair that right or power or be construed to be a waiver thereof. A waiver by either Party of any of the covenants, conditions or agreements to be performed by the other Party shall not be construed to be a general waiver of any such covenants, conditions or agreements, but the same shall be and remain at all times in full force and effect.

- 15.9 Headings. The Article headings herein are for convenience and reference only, and in no way define or limit the scope and content of this Agreement or in any way affect its provisions.
- 15.10 Notices. All notices, requests or other communications (other than those normally required during the installation process) under this Agreement or required by law shall be in writing and shall be sent by nationally recognized overnight delivery service, or mailed, registered or certified mail, postage prepaid and return receipt requested, or transmitted by facsimile, sent to the applicable address set forth in this Section 15.11 (or to any other address that the party to be notified may have designated to the sender by notice under this Section 15.10) below:
- 15.11 No Implied Representations. No representations, agreements, covenants, warranties, or certifications, express or implied, shall exist as between the Parties, except as specifically set forth in this Agreement.
- 15.12 Integrated Agreement and Amendments. This Agreement is an integration of the entire understanding of the parties with respect to the matters set forth herein. The Parties shall only amend this Agreement in writing with the proper official signatures attached thereto.
- 15.13 Iran Divestment Act. User certifies that (i) User is not listed on the Iran Divestment List created by the State Treasurer pursuant to the N.C.G.S. § 147-86.58 (the "Final Divestment List"), and (ii) User will not utilize any subcontractor performing work under this agreement which is listed on the Final Divestment List. The Final Divestment List can be found on the State Treasurer's website at the address [www.nctreasurer.com/Iran](http://www.nctreasurer.com/Iran) and should be updated every 180 days.
- 15.14 E-Verify. User shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further if User utilizes a subcontractor, user shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

If to User: LMK Communications, LLC  
Attn: Dave Kamphuis  
9650 Strickland Road, Suite 103-143  
Raleigh, NC 27615  
Telephone: (919) 841-4552  
Email: david.kamphuis@networkclarity.com

With Copy to: LMK Communications, LLC  
Attn: Jennifer Menge  
9650 Strickland Road, Suite 103-143  
Raleigh, NC 27615  
Telephone: (919) 270-9833  
Email: Jennifer.Menge@networkclarity.com

If to County: Craven County  
Attn: Jack Veit, County Manager  
406 Craven Street  
New Bern, NC 28560  
Telephone: (252) 636-6600  
E-mail: jveit@cravencountync.gov

With Copy to: Craven County  
Attn: Dennis B. Holton, Director of Information Technology  
406 Craven Street  
New Bern, NC 28560  
Telephone: (252) 636-6609  
E-mail: dholton@cravencountync.gov

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

**USER - ClarityNetworks**

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

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

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

**CRAVEN COUNTY**

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

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

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

EXHIBIT A- FORM FOR SCHEDULE

Identification of User Fibers	Term: (in months)	Effective Date:	Ending Date:	User Fee: Monthly Annually Total	Engineering Fee:	Installation/ Configuration Fee:
2 fibers - Assigned at contract signing	120	10/1/2016	10/1/2026	\$400/month \$4,800/year	\$0	\$0

Splicing method shall be fusion splicing using the latest Corning Splice specifications as the guideline.

All components used will be Corning approved components.

:

## EXHIBIT B- FIBER SPECIFICATIONS

### *[Corning ALTOS Lite 144 Fiber – Single Mode]*

This fiber is contained within buried conduits with access at designated hand holes. Corning Altos Lite, loose tube, gel free, single jacket, single armored cable. Fiber is single mode (OS2), outdoor 144-strand, 12 buffer tubes with corrugated steel tape armor.

Buffer Tube Color Coding:

Blue, Orange, Green, Brown, Slate, White, Red, Black, Yellow, Violet, Rose, Aqua

Assignment of fiber strands to User is determined by the County at time of contract signing.

Access to fiber hand holes and other termination or splice locations will be coordinated with the County.

## EXHIBIT C – TERMINATION FEE

The Fiber Use Agreement value is based on an annual cost of \$ 4,800, for a period of 10 years, for a total Fiber Use Agreement value of \$ 48,000. The termination fee for the early termination of this Agreement will be an amount equal to 50% of the unamortized portion of the total Fiber Use Agreement value.

EXHIBIT D  
CRAVEN COUNTY DARK FIBER RATES



<b>DARK FIBER RATES</b>			
Dark fiber rates are calculated based on a per mile per strand basis, are available for a variety of time lengths and are charged monthly. Minimal interval of 1 mile, rounded up to nearest mile.			
<b>Monthly Charge Per Mile</b> (Dark fiber rates are charged per strand, per mile.)			
Per Strand	\$20.00/ per mile	Admin Building to Ag Extension Building	Connect to IP fiber at Ag Extensions Building
<p style="text-align: center;"><b>No Maintenance fees are present at this time. Craven County reserves the right to review its monthly charge per mile every 3 years from the date of this contract and to adjust 5% based on current economic conditions, history of repairs or additional needs.</b></p> <p style="text-align: center;">All options will be reviewed and provisioned as to make sure fiber stranding is held to a minimum.</p>			
<b>Additional Charges (Upfront, one time cost)</b>			
<b>Build from 406 Craven St. to 302 Industrial Drive</b>			
Handhole		Cost Plus Labor	
Splicing Fees		Cost Plus Labor	

NORTH CAROLINA  
PAMLICO COUNTY  
CRAVEN COUNTY

MUTUAL AID AGREEMENT FOR  
9-1-1 COMMUNICATIONS AND  
DISPATCH BACKUP PSAP's

This Mutual Aid Agreement for 9-1-1 Communications and Dispatch Backup PSAP's ("Agreement") is made and entered into this 1<sup>st</sup> day of June, 2016, by and between PAMLICO COUNTY, a body politic and corporate of the State of North Carolina ("PAMLICO"), and CRAVEN COUNTY, a body politic and corporate of the State of North Carolina ("CRAVEN"), collectively referred to as the "Parties."

#### **BACKGROUND STATEMENT; PURPOSE**

North Carolina General Statutes Section 166A-19.72 allows and authorizes mutual aid assistance and cooperation between political subdivisions provided that such agreements are consistent with the State emergency management program and plan. The Parties hereto wish to enter into this Agreement, consistent with the provisions of the State emergency management program and plan to provide mutual aid during times of disaster or any emergency situation to ensure that all available resources are potentially available in the event that either Party's 9-1-1 Communication Center Administrator requires the aid of the other.

#### **AGREEMENT**

The Parties agree to the following terms and conditions:

1. **REQUESTING ASSISTANCE**
  - A. When temporary assistance is needed pursuant to this Agreement, the Administrator or either Party's 9-1-1 Communication Center shall notify the Administrator of the other Party's 9-1-1 Communications Center of the need for such assistance, and the requested assistance shall be provided if feasible to do so. Such request shall be made in writing whenever possible.
  - B. In an emergency situation, the notification of the need for emergency assistance need not be in writing, but a written notification shall be provided as soon thereafter as possible. In an emergency situation, the notification may be made by telephone or radio contact.
2. **GRANT OF AUTHORITY**
  - A. Each Party hereby authorizes and grants to its respective 9-1-1 Communication Center Administrator the authority to give, use and expend for the benefit of the other Party all available resources needed to assist the requesting party in providing reasonable and adequate 9-1-1 communication services for the residents of the requesting party.

- B. The Party who is requested to extend aid may withhold resources from the requesting Party in its sole discretion.

3. **DUTIES OF PARTY REQUESTING AID**

- A. The Party requesting aid will advise and assign the 9-1-1 Communication resources that shall be used by the responding Party to include additional personnel and portable equipment necessary.
- B. The Party requesting aid will provide for the physical needs of those employees and personnel of the Party rendering aid to include food and any temporary shelter needs unless otherwise agreed by the Party rendering aid.
- C. The Party requesting aid will reimburse and make whole the Party rendering aid for any and all damage to equipment, or loss of use of materials incurred by reason of extending aid.
- D. The Party requesting aid will indemnify, save, defend and hold harmless the Party rendering aid from any action or suit arising out of extending such aid, except for the negligence of the Party rendering aid.

4. **DUTIES OF PARTY RENDERING AID**

- A. The personnel of the Party rendering aid to the other Party shall, at all times, act in accordance with their respective certifications, and in accordance with their respective policies and procedures; and shall remain under the direct control, supervision and direction of their respective agency.
- B. The Party rendering aid will be responsible for the services rendered by its personnel.
- C. Unless otherwise specified, the personnel of the Party extending aid will continue to operate under the command and control of their own supervisors.

5. **EQUIPMENT AND INSURANCE**

- A. Each Party to this agreement shall be responsible for its own equipment and insurance, including workers compensation, at any time while assisting the other Party.

6. **TERM AND WITHDRAWAL**

- A. The term of this Agreement shall be for a period of (5) years from the date first above written and shall terminate automatically at the expiration of that term.
- B. Either Party may terminate this Agreement upon one hundred eighty (180) days prior written notice to the other Party.

7. **OTHER MUTUAL AID AGREEMENTS**

- A. This Agreement does not affect any other service or mutual aid agreement previously entered into by or between the Parties, nor does it prevent either Party from entering into other such agreements.

8. PROCEDURES

- A. Each Party to this Agreement shall create a document to detail the procedures for implementing a transfer of 9-1-1 Communications to the other Party.
- B. The Parties shall conduct regular, joint training sessions with their respective employees regarding their duties and obligations under this Agreement.

9. MISCELLANEOUS

- A. This Agreement sets forth the full understanding of the Parties, and all prior negotiations and understands with regards to the same are merged herein.
- B. If any of the provisions of this Agreement shall be held by court of competent jurisdiction to be unconstitutional or unenforceable, the decision of such court shall not affect or impair any of the remaining provisions of this Agreement, and the Parties shall, to the extent they deem to be appropriate, take such actions as are necessary to correct any such unconstitutional or unenforceable provision.
- C. This Agreement shall be executed by the parties hereto in duplicate originals, each of which, when executed, shall constitute one and the same Agreement and one of which shall be retained by each party.
- D. This Agreement shall be governed in accordance with the laws of the State of North Carolina. Exclusive venue for any action, weather at law or in equity, shall be the Superior Courts of Pamlico County, North Carolina.

*The Balance Of This Page Is Deliberately Blank*

IN TESTIMONY WHEREOF, PAMLICO COUNTY has caused this instrument to be executed in its corporate name by its Chairman and its corporate seal to be affixed and attested by its Clerk, and PAMLICO COUNTY has caused this instrument to be executed in its corporate name by its Chairman and its corporate seal to be affixed and attested by its Clerk, all as of the day and year first agreed upon.

PAMLICO COUNTY

(County Seal)

By

\_\_\_\_\_  
PAT PRESCOTT, CHAIRMAN

ATTEST:

\_\_\_\_\_  
COURTNEY NORFLEET, CLERK TO THE BOARD

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

\_\_\_\_\_  
BILL FENTRESS, PAMLICO COUNTY FINANCE OFFICER

I, \_\_\_\_\_, a notary public in and for said county and state, do hereby certify that on the \_\_\_ day of \_\_\_\_\_ 2016, before me personally appeared PAT PRESCOTT, with whom I am personally acquainted, who being by me duly sworn, says that he is the Chairman of the Board of Commissioners for PAMLICO County, and that COURTNEY NORFLEET is the Clerk of the Board of Commissioners for PAMLICO County, the body politic and corporate described in and which executed the foregoing instrument; that she knows the common seal of said body politic and corporate; that the seal affixed to the foregoing instrument is the said Chairman; that the said common seal was affixed, all by order of the Board of Commissioners of said body politic and corporate; and that the said instrument is the act and deed of said body politic and corporate.

WITNESS my hand and official seal this \_\_\_\_\_ of \_\_\_\_\_, 2016.

\_\_\_\_\_  
My Commission Expires:

IN TESTIMONY WHEREOF, CRAVEN COUNTY has caused this instrument to be executed in its corporate name by its Chairman and its corporate seal to be affixed and attested by its Clerk, and BEAUFORT COUNTY has caused this instrument to be executed in its corporate name by its Chairman and its corporate seal to be affixed and attested by its Clerk, all as of the day and year first agreed upon.

CRAVEN COUNTY

(County Seal)

By \_\_\_\_\_

George S. Liner, Chairman

ATTEST:

\_\_\_\_\_

Gwendolyn M. Bryan, Clerk of the Board

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

\_\_\_\_\_

Craig Warren, Craven County Finance Officer

I, \_\_\_\_\_, a notary public in and for said county and state, do hereby certify that on the \_\_\_ day of \_\_\_\_\_ 2016, before me personally appeared GEORGE S. LINER, with whom I am personally acquainted, who being by me duly sworn, says that he is the Chairman of the Board of Commissioners for Craven County, and that GWENDOLYN M. BRYAN is the Clerk of the Board of Commissioners for Craven County, the body politic and corporate described in and which executed the foregoing instrument; that she knows the common seal of said body politic and corporate; that the seal affixed to the foregoing instrument is the said Chairman; that the said common seal was affixed, all by order of the Board of Commissioners of said body politic and corporate; and that the said instrument is the act and deed of said body politic and corporate.

WITNESS my hand and official seal this \_\_\_\_ of \_\_\_\_\_, 2016.

\_\_\_\_\_

My Commission Expires:

\_\_\_\_\_

## Volunteer Board Information and Interest Sheet Craven County, North Carolina

Names of board, committee, authority, etc., in which you are interested. Please list in order of priority:

Any available open board or committee positions. zoning (not eligible); Recreation + Parks

Name:	<u>Ryan Purtle</u>	Home Phone:	<u>9105148146</u>
Home Address:	<u>2409 Educational Drive</u>		
City:	<u>New Bern</u>	Zip Code:	<u>28562</u>
Township:	<u>New Bern</u>	City Limits:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Occupation:	<u>County Planner</u>	Business Phone:	<u>9105148146</u>
Place of Employment:	<u>Onslow County</u>	Fax Number:	<u></u>
E-Mail Address:	<u>ryanpurtle@gmail.com</u>		

(Please indicate your preferred contact number.)

### Education

B.S. from East Carolina University in Industrial Distribution and Logistics

### Business and Civic Experience

Former ECU Athletic Operations Management Team Member

Former Project Engineer for PPS Engineering

Current County Planner for Onslow County

### Areas of Expertise, Interest, Skills

Planning and Development; Project Management; Parks and Recreation; Supply Chain Management;

Community and Professional Networking

### Why do you want to serve?

I believe that I can be of service to the county I live in. I want to ensure that Craven county continues to grow and thrive. I moved here right after graduating and instantly fell in love with the area and would love to see it grow.

### Please List Other Local, Regional and Statewide Boards, Committees or Commissions on Which You Serve

(A resume may be attached to this form, but will not be accepted in lieu of the form.)

Date: 12/07/2015

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

**Please be advised that this form is a public record, and must be made available to the public upon request.**

The Craven County Board of Commissioners sincerely appreciates the interest of all citizens in serving their county. For more information on the responsibilities of various boards, you may view the on-line board descriptions or contact the County Clerk's Office at (252) 636-6601. RETURN FORM TO: CRAVEN COUNTY CLERK, 406 CRAVEN STREET, NEW BERN, NC 28560. The form may also be sent via e-mail ([gbryan@cravencountync.gov](mailto:gbryan@cravencountync.gov)) or fax: (252-637-0526).

*This form will remain active until two years after date received.*



Gwendolyn Bryan <gbryan@cravencountync.gov>

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## Application

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**Ryan Purtle** <ryanpurtle@gmail.com>

Fri, Feb 26, 2016 at 2:04 PM

To: Gwendolyn Bryan <gbryan@cravencountync.gov>

Mrs. Bryan,

In reference to the volunteer board applications I would also like to be considered for the following upcoming vacancies should they be available:

New Bern Board of Adjustment  
Craven County Planning Board  
Local Emergency Planning Committee  
Recreation and Parks Advisory Board  
Tourism Development Authority

Please put my application in for the above mentioned boards as I extremely eager to get involved in community as a member of several of these boards. If you need further information from me or anyone has any questions about my qualifications please call me at the number below, thank you for your time.

V/R,

Ryan Purtle  
910-514-8146  
ryanpurtle@gmail.com

On Tue, Feb 9, 2016 at 8:00 AM, Ryan Purtle <ryanpurtle@gmail.com> wrote:

[Quoted text hidden]



# Volunteer Board Information and Interest Sheet

## Craven County, North Carolina

Names of board, committee, authority, etc., in which you are interested. Please list in order of priority:

Craven County Planning Board, Craven Community College  
Board of Trustees, Coastal Carolina Community College, New Bern, NC

Name: Tarina L. Massey Home Phone: 252-633-4360  
 Home Address: 3131 Drew Ave. 716-367-9950 (cell)

City: New Bern Zip Code: 28552

Township: \_\_\_\_\_ City Limits:  Yes  No

Occupation: Government Contractor Business Phone: 252-360-1683

Place of Employment: Integrity National Corp Fax Number: \_\_\_\_\_

E-Mail Address: tarinamassey@jpltd.com  
 (Please indicate your preferred contact number.)

Education

M.S. Diploma, Computer Certification, 70+ credit hours  
@ University of Maryland University (currently attending)

Business and Civic Experience

Member of Urban Chamber of Commerce, Member  
of DCS, Volunteer of National Institute of Crime  
Prevention, Mayor of Pottam Civil Leadership member

Areas of Expertise, Interest, Skills

CPTED Training, Marine Corps Veteran

Why do you want to serve?

I have always been a leader and public servant  
in any community. I would like to continue.

Please List Other Local, Regional and Statewide Boards, Committees or Commissions on Which You Serve

Treasurer of Board for Pottam Hewitt Co-Founder  
of Pottam NE (women's empowerment), LEAD program  
participant - Team Mentorship

Date: 8/11/15 Signature: Tarina Massey

Please be advised that this form is a public record, and must be made available to the public upon request. The Craven County Board of Commissioners sincerely appreciates the interest of all citizens in serving their county. For more information on the responsibilities of various boards, you may view the on-line board descriptions or contact the County Clerk's Office at (252) 636-6601. RETURN FORM TO: CRAVEN COUNTY CLERK, 406 CRAVEN STREET, NEW BERN, NC 28580. The form may also be sent via e-mail ([clerk@cravencountync.gov](mailto:clerk@cravencountync.gov)) or fax: (252) 637-0526.

REC'D NOV 03 2015

# Volunteer Board Information and Interest Sheet Craven County, North Carolina

Names of board, committee, authority, etc., in which you are interested. Please list in order of priority:  
Highway 70 Corridor Committee, Craven County Planning Board, Craven Community College Board of Trustees,  
Recreation and Parks Advisory Board, Coastal Carolina Airport Authority

Name:	<u>Todd W. Frankson</u>	Home Phone:	<u>(252)649-1294</u>
Home Address:	<u>110 Wadsworth Lane</u>		
City:	<u>New Bern</u>	Zip Code:	<u>28562</u>
Township:	<u>Township 9</u>	City Limits:	<u>Yes</u> <input checked="" type="checkbox"/> <u>No</u>
Occupation:	<u>Self Employed</u>	Business Phone:	<u>(252)649-1294</u>
Place of Employment:	<u>110 Wadsworth Lane</u>	Fax Number:	<u></u>
E-Mail Address:	<u>ToddFrankson@Gmail.com</u>		

(Please indicate your preferred contact number.)

### Education

Craven County Community College- (no degree)

State University of New York Old Westbury-Business Administration (no degree)

Packer Collegiate Institute-High School Diploma, Arizona State University- Aerospace Engineering (no degree)

### Business and Civic Experience

Havelock Chamber of Commerce Ambassador-2014-2015- received New Business Member of the Year award for 2014, Member of Havelock and New Bern Chambers of Commerce for 2013,2014 and 2015. Co-founder and Co-Coordinator of the Spring Acres Community Watch.

### Areas of Expertise, Interest, Skills

Almost 20 years of computer programming experience, ranging from project management to clinical trials data.

### Why do you want to serve?

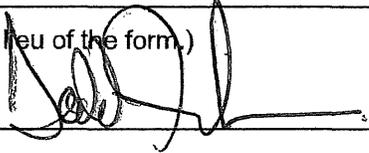
I believe it is important to give back to the community I live in to the best of my ability.

### Please List Other Local, Regional and Statewide Boards, Committees or Commissions on Which You Serve

None.

(A resume may be attached to this form, but will not be accepted in lieu of the form.)

Date: 11/03/2015

Signature: 

**Please be advised that this form is a public record, and must be made available to the public upon request.**  
The Craven County Board of Commissioners sincerely appreciates the interest of all citizens in serving their county. For more information on the responsibilities of various boards, you may view the on-line board descriptions or contact the County Clerk's Office at (252) 636-6601. RETURN FORM TO: CRAVEN COUNTY CLERK, 406 CRAVEN STREET, NEW BERN, NC 28560. The form may also be sent via e-mail ([gbryan@cravencountync.gov](mailto:gbryan@cravencountync.gov)) or fax: (252-637-0526.

*This form will remain active until two years after date received.*

**Todd W. Frankson**  
110 Wadsworth Lane  
New Bern, NC 28562  
(252) 649-1294

## **EMPLOYMENT HISTORY:**

**Nov. 2011-Present**

**President**

Compunet Resources, L.L.C., New Bern NC

- Creator/Owner of CravenCountyWebsites.com
- Received New Business of the Year Award for our work with the Havelock Chamber of Commerce.
- Work with other small businesses regarding community concerns via the Havelock Ambassadors program..

**Feb. 2011-Mar.2014**

**I.M.S. Supervisor**

Walmart, New Bern NC

- Supervised a team of 4-14 unloading all trucks to Walmart.
- Ensured on time delivery of freight to 3<sup>rd</sup> shift at the appropriate hour.
- Constantly adapt and change staff assignments to meet business needs.

**Nov. 2010-Feb.2011**

**Lawn and Garden Associate**

Walmart, New Bern NC

- Provided assistance to customers.
- Monitored stock and replenished shelves as needed.
- Monitored and ensured work area was neat and organized.

**Oct. 2008 to Sept. 2010**

**Independent Consultant**

Media, PA

- Provided independent consulting to several local firms and individuals.
- Monitored Department of Transportation paperwork for a large towing company.
- Monitored and Report all International Fuel Tax Association Mileage (I.F.T.A.) and reported all fuel mileages to the state.
- Resolved all computer network, software, and hardware issue for my clients.
- Created a custom interface and database for the dispatcher of the towing company.
- Created SDLC Documentation for several clients located in the US and abroad.

**Jan. 2006 to Aug 2008-**

**Delphi Programmer/Analyst**

MedTrials, Media, PA

- Provided Delphi 7 support to a Clinical Trials database applications group.
- Maintained a Code base of over 2,000,000 lines of code.
- Maintained consistency within multiple databases, 2 copies of each with records totaling over 2,000,000.
- Supported the System Architect, and the Data management group for reporting needs. The system was a 3-part N-tier system.
- Wrote custom ad-hoc SQL on a regular basis for management. Exported data to several formats. Imported data from several formats. Wrote stored procedures and triggers for the RDBMS.
- Interacted with other Departments and managers.
- I wrote many small utilities to help my group, as well as other groups, perform their tasks.

**Feb. 2004 to Dec. 2005-**

**Consultant**

Modis IT, Conshohocken, PA.

**A.I.G.**

- Coded Insurance Policy Forms utilizing DocuCreate.
- Supported users of Docuview Software with both installation and end user help as needed.
- Coded A.I.P.S.O. forms of Policies as Endorsements to Policies.
- Interacted with the Compliance Department regarding accuracy and to solicit sign off on forms.
- Managed over 700 forms, and status/location of the forms between 4 Departments, including farming out some of the document load to an A.I.G. division located in India.
- Worked with A.I.G. India on a daily basis via Phone as support for their issues regarding DocuCreate installation, setup and ongoing support.
- Analyzed documents and provided workload estimates.

**GLAXO SMITH KLINE**

- Utilized Delphi 6.0 for bug fixes and enhancements in a client server application provided to 4000 users worldwide, as well as provided end user support to the user base via phone and email.
- Worked with end users worldwide in testing bug fixes and new bug reports.
- Utilized PL/SQL to debug and enhance Oracle Packages/Stored Procedures.
- Utilized InstallShield and WinInstall for deployment in 3 different standard configurations for company wide rollouts.
- 2 Version releases in less than 6 months time company wide.
- Documented system for turnover to a 3rd party for future support.

**Sept. 2000 to Mar. 2003-**

**Systems Administrator II / Delphi Programmer**  
Pharmaceutical Research Associates, Inc., Charlottesville VA

- Provided end user support for a project management application.
- Supported over 900 users at start, system ended with over 2000 users.
- The system projected financial data for the company.
- The system was a 3-part N-tier system. A web interface for project data, a stand alone application for users, and an Oracle database. I re-wrote the client application in Delphi 5-6 to ensure the company could expand at the rate it did.
- I troubleshot the Web interface and coded in HTML, CSS and ASP to resolve bugs.
- I wrote PL/SQL to help retire the system. Assisted in Implementing Lawson and Data-basics to replace the system
- Interacted with other Departments and managers.
- I wrote many small utilities to help my group, as well as other groups, perform their tasks.
- I was promoted From System Administrator I to System Administrator II during my time at P.R.A.

**Dec. 1999 to Sept. 2000-**

**Programmer / Analyst III**  
First Virginia Banks, Inc., Falls Church, VA

- I maintained a client / server GUI application using Delphi 3.0 named the Automated Collateral Management System.
- The system contained all collateral documentation for all loans with the bank.
- There were 70 client workstations connected to an Oracle Database containing 100+ GB of scanned documents and corresponding data.
- I was also responsible for a Sendero Asset Liability Management Oracle database on a Microsoft N.T. server
- I worked closely with the acting Oracle DBA regarding both the ACM database and the Sendero database.

**Nov. 1998 to Nov 1999-**

**GUI Programmer / Analyst**  
Alta Systems, Inc., Alexandria, VA

- I developed client/server GUI applications using Delphi 3.0-4.0. The database utilized was SYBASE.
- I completed the project I was hired for a month ahead of schedule.
- The project was a prototype of data analysis software for the detection of welfare fraud by retailers.
- The software was used by Food and Nutritional Services agents to detect discrepancies in sales within these stores by running algorithms against their transaction data.
- Upon completion, I merged this prototype into a distributed software package, producing an upgrade. The software is called A.L.E.R.T. (Anti-fraud Locator using EBT Retailer Transactions).
- Merging the products was completed on schedule.

**Dec. 1997 to Nov. 1998-**

**Applications Developer / Analyst**  
Telco Communications / Excel, Chantilly, VA

- My function was to develop in-house and vendor bound software.
- The in-house development ranged from converting Clipper / FoxPro database applications, utilizing over 50 tables, to client/server applications with SYBASE database.
- I was a member of a team of developers primarily using Delphi 2.0 and Delphi 3.0 client/server to complete the task.
- I used and wrote stored procedures and queries. I also wrote new utilities almost daily to process data in the legacy system (dBase / Clipper).
- I wrote several stand-alone applications for individuals within Telco, as needed and to their specifications, utilizing Install Shield Express for installation.
- I also created a custom PC inventory program to inventory specific directories of machines, and silently connect and logon to a secured server and write the information to the specified drive.
- The vendor bound software involved several different teams, and several different applications. I was required to write a utility that could extract data via query, and create several output files. It also read the "return" files from outside agencies, and updated the database as needed.
- I was involved in the life cycle of the project from specifications to delivery and worked hand-in-hand with Quality Assurance personnel to be proactive in identifying issues and correcting them.

**Jul 1997 to Dec 1997-**

**Technical Consultant**  
Financial Dynamics, Inc., McLean, VA

- My duties were to answer questions and address technical issues for end users of American Express P.O.S Software.
- I was also responsible for assisting the development teams, in beta testing software, and assisting in development as needed.
- I wrote several Delphi components at this time. I wrote several freeware programs that were available on the Internet.
- I also started learning C++, J++ and Visual Basic at this time to enhance my skills and productivity as a developer. I taught myself HTML and built my own Web site.

**Mar 1997 to Jul 1997-**

**Technical Support Specialist**  
C.A. Consulting for ICF Kaiser, Fairfax, VA

- My duties as a Technical Support Specialist were to provide end user support to over 1200 users.
- I provided telephone as well as on site support for users nation wide.
- I installed most major software packages of the time, as well as used these applications on a daily basis.
- I wrote several small utilities to assist the technical support team in maintaining the end-user's PCs.

## **EDUCATION:**

### Certifications

#### ClinPlus

- ClinPlus Data Management
- ClinPlus Reports

#### DataCeutics

- G.C.P. Computer Systems Validation
- S.D.L.C. User Training

#### Element K

- Active Server Pages: Level 1, Part One
- Active Server Pages: Level 1, Part Two
- HTML 4.01 Web Authoring: Level 1
- HTML 4.01 Web Authoring: Level 2
- HTML 4.01 Web Authoring: Level 1 (Accessible)
- HTML 4.01 Web Authoring: Level 2 1 (Accessible)
- A+ Certification: Core Hardware Part One
- Object-Oriented Programming Principles
- Windows 2000 for Windows NT Administrators, Part One
- Windows 2000: Installation and Administration, Part One
- I-Net+ Certification, Second Edition, Part One
- I-Net+ Certification, Second Edition, Part Two
- E-Business: Fundamentals of E-Commerce
- Server+ Certification
- A+ Certification: Operating Systems, Part One
- I-Net+ Certification (Third Edition)
- Gathering and Analyzing Business Requirements
- Project Management Fundamentals, Part One
- Project Management Fundamentals, Part Two
- A+ Certification: Operating Systems, Part Two

#### Learning Tree

- Oracle PL/SQL Programming: Hands-On

#### Brainbench

- MS Windows 95 Navigation
- WWW Concepts
- SQL (ANSI)
- MS Windows 95 Administration
- Web Server Administration
- Delphi 3.0
- Programmer/Analyst Aptitude
- MS Windows 98 Navigation

### High School

Diploma, 1988-The Packer Collegiate Institute, Brooklyn, NY

### College

Aerospace engineering, no degree, 1988-1991-Arizona State University, Tempe Az  
Business Administration, no degree, 1991-State University of New York, Old Westbury  
Liberal Arts, continuing, Craven County Community College

## **SOFTWARE / HARDWARE:**

Delphi 1-Delphi XE7, Microsoft Visual Basic 4.0, Microsoft Visual C++, Visual J++, Oracle SQL, Sybase SQL, Clipper, FoxPro, HTML, Lotus 1-2-3, Microsoft Windows (3.1, 3.11, 95, 98, NT 4.0, 2000, 2000 Advanced Server and XP), Microsoft Office (Professional and Standard versions 4.3, 95, 97, 2000 and 2003), WordPerfect version 6.1, WordPerfect Office Suite, Lotus Notes, Remote Mail (RAS), Microsoft Mail, Microsoft Messaging, Microsoft Internet Explorer, Netscape Navigator, Peoplesoft, Lawson, Data-basics, DocuCreate, IBExpert. 15+ years experience with full life-cycle development.

## **NETWORK:**

Administrator on a 1200+ user Token Ring LAN/WAN; setup and configuration of Windows 95 peer-to-peer network; built, configured and installed Windows NT 4.0 servers; troubleshoot network technical difficulties, install and configure printer drivers for HP 5SI, HP 4MP, HP III, test and troubleshoot memory, software, hardware and end user PC issues; repair and maintain laptop and desktop PCs.

**RESOLUTION**

THAT WHEREAS, Craven County has received an offer to purchase a parcel of property owned by it identified as 1455 Bear Hole Road, Craven County, NC, Tax Parcel Number 1-063-007, and more particularly described in Deed Book 3383 at Page 230 in the Craven County Registry (hereinafter the "Real Property"), a copy of said offer is attached hereto as Exhibit A; and

WHEREAS, the Board of Commissioners is authorized to sell the County's interest in the property pursuant to the provisions of North Carolina General Statute §160A-269.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF CRAVEN COUNTY:

1. That the Board of Commissioners hereby authorizes the initiation of the upset bid process for the Real Property by advertising notice of the offer to purchase in accordance with the provisions of North Carolina General Statute §160A-269.

2. That the County Manager, Clerk and/or Attorney are authorized to take all actions necessary to accomplish the purposes of this Resolution.

ADOPTED THIS 19<sup>th</sup> DAY OF SEPTEMBER, 2016.

\_\_\_\_\_  
GEORGE LINER, Chairman

(County Seal)

\_\_\_\_\_  
GWENDOLYN BRYAN,  
Clerk to the Board

CRAVEN COUNTY

BRENDA ESPINOSA-BLANCO, as Buyer, hereby offers to purchase and CRAVEN COUNTY, as Seller, upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parcel of land described below (hereafter referred to as the "Property"), upon the following terms and conditions:

1. REAL PROPERTY: Located in Township 1, Craven County, North Carolina, being known as and more particularly described as: Street Address: 1455 Bear Hole Rd., Craven County Subdivision Name: n/a Tax Parcel ID No.: 1-063-007 Plat Reference: n/a

Being all of that property more particularly described in Deed Book 3383, Page 230 in the Craven County Registry.

2. PURCHASE PRICE: The purchase price is \$1,500.00 and shall be paid as follows:

- (a) \$500.00 EARNEST MONEY DEPOSIT with this offer by [ ] cash [ ] bank check [ ] certified check [ ] other: N/A to be held by Seller until the sale is closed, at which time it will be credited to Buyer, or until this contract is otherwise properly terminated. In the event this offer is not accepted, then all earnest monies shall be refunded to Buyer. In the event of breach of this contract by Seller, all earnest monies shall be refunded to Buyer upon Buyer's request. In the event of breach of this contract by Buyer, then all earnest monies shall be forfeited to Seller upon Seller's request, but such forfeiture shall not affect any other remedies available to Seller for such breach. (b) \$1,000.00 BALANCE of the purchase price in cash or readily available funds at Closing.

3. CONDITIONS:

- (a) This contract is not subject to Buyer obtaining financing. (b) The Property must be in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted. (c) The Property is being sold subject to all liens and encumbrances of record, if any. (d) Other than as provided herein, the Property is being conveyed "as is". (e) This contract is subject to the provisions of G.S. §160A-269. Buyer acknowledges that this contract is subject to certain notice provisions and the rights in others to submit upset bids in accordance therewith. (f) Title shall be delivered at Closing by QUITCLAIM DEED

4. SPECIAL ASSESSMENTS: Seller makes no warranty or representation as to any pending or confirmed governmental special assessments for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, or pending or confirmed owners' association special assessments. Buyer shall take title subject to all pending assessments, if any.

5. PAYMENT OF TAXES: Any Ad valorem taxes to which the Property is subject shall be paid in their entirety by Buyer.

6. EXPENSES: Buyer shall be responsible for all costs with respect to any title search, title insurance, recording of the deed, its legal fees, and for preparation and recording of all instruments required to secure the balance of the purchase price unpaid at Closing. Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this agreement, and for any excise tax (revenue stamps) required by law.

7. EVIDENCE OF TITLE: Not Applicable.

8. CLOSING: Closing shall be defined as the date and time of recording of the deed. All parties agree to execute any and all documents and papers necessary in connection with Closing and transfer of title on or before thirty (30) days after final approval is given by the Craven County Board of Commissioners pursuant to G.S. §160A-269.

The deed is to be made to: BRENDA ESPINOSA-BLANCO MANNING or assign(s).

CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION.

9. POSSESSION: Unless otherwise provided herein, possession shall be delivered at Closing.

10. PROPERTY INSPECTION, APPRAISAL, INVESTIGATION:

(a) This contract is not subject to inspection, appraisal or investigation, as the Property is being bought "as is". Seller makes no representation as to water, sewer, conditions, title, access, or fitness for any intended use.

(b) CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION.

11. RIGHT OF ENTRY, RESTORATION AND INDEMNITY: Buyer and Buyer's agents and contractors shall not have the right to enter upon the Property for any purpose without advance written permission of the Seller. If such permission is given, Buyer will indemnify and hold Seller harmless from all loss, damage, claims, suits or costs, which shall arise out of any contract, agreement, or injury to any person or property as a result of any activities of Buyer and Buyer's agents and contractors relating to the Property. This indemnity shall survive this contract and any termination hereof.

12. OTHER PROVISIONS AND CONDITIONS: (ITEMIZE ALL ADDENDA TO THIS CONTRACT AND ATTACH HERETO.): None.

Buyer Initials BEB Seller Initials \_\_\_\_\_

- 13. **RISK OF LOSS:** The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller.
- 14. **ASSIGNMENTS:** This contract may not be assigned without the written consent of all parties, but if assigned by agreement, then this contract shall be binding on the assignee and the assignee's heirs, successors or assigns (as the case may be).
- 15. **PARTIES:** This contract shall be binding upon and shall inure to the benefit of the parties, i.e., Buyer and Seller and their heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.
- 16. **SURVIVAL:** If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.
- 17. **ENTIRE AGREEMENT:** This contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties.
- 18. **NOTICE AND EXECUTION:** Any notice or communication to be given to a party herein may be given to the party or to such party's agent. This offer shall become a binding contract (the "Effective Date") when signed by both Buyer and Seller and such signing is communicated to the offering party. This contract is executed under seal in signed multiple originals, all of which together constitute one and the same instrument, with a signed original being retained by each party, and the parties adopt the word "SEAL" beside their signatures below.

BUYER:

SELLER

CRAVEN COUNTY

Brenda E. Blanco (SEAL)

By: \_\_\_\_\_ (SEAL)

Name: BRENDA ESPINOSA-BLANCO

Its: \_\_\_\_\_

Date: 9/12/16

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

Address: 1830 Wilmar Road

Vanceboro, NC 28586

Phone No.: 252-916-2455

Buyer Initials BEB Seller Initials \_\_\_\_\_

## Craven County Geographic Information System

Craven County does NOT warrant the information shown on this page and should be used ONLY for tax assessment purposes.

This report was created by Craven County GIS reporting services on 9/12/2016 9:12:35 AM



**Parcel ID :** 1-063 -007  
**Owner :** CRAVEN COUNTY  
**Mailing Address :** PO BOX 1128 NEW BERN NC 28563  
**Property Address :** 1455 BEAR HOLE RD  
**Description :** PINEY NECK  
**Lot Description :**

---

**Assessed Acreage :** 1.180                      **Calculated Acreage :** 1.130  
**Deed Reference :** 3383-0230                      **Recorded Date :** 9 3 2015

**Recorded Survey :**

**Estate Number :**

**Land Value :** \$19,080                      **Tax Exempt :** No

**Improvement Value :** \$0                      **# of Improvements :** 0

**Total Value :** \$19,080

**City Name :**                      **Fire tax District :** TOWNSHIP 1

**Drainage District :**                      **Special District :**

**Land use :** VACANT-RESIDENTIAL TRACT

### Recent Sales Information

SALE DATE	Sellers Name	Buyers Name	Sale Type	Sale Price
9/3/2015	WILSON, ROBERT ALFERT HRS	CRAVEN COUNTY	STRAIGHT TRANSFER	\$4,500
1/28/2002	WILSON, ROBERT ALFERT	MITCHELL, VICTOR KEITH	PROPERTY SPLIT	\$0
5/16/1989	MITCHELL, VICTOR KEITH	WILSON, ROBERT ALFERT	STRAIGHT TRANSFER	\$0

### List of Improvements to Site

No improvements listed for this parcel



Image ID: 00002488953 Type: CRP  
 Recorded: 09/03/2015 at 12:03:57 PM  
 Fee Amt: \$95.00 Page 1 of 2  
 Revenue Tax: \$9.00  
 Workflow# 0000140935-0001  
 Craven, NC  
 Sherri B. Richard Register of Deeds

BK **3383** Pg **230**

Workflow No. 0000140935-0001

Prepared by: Zacchaeus Legal Services  
 Return to: Zacchaeus Legal Services, P.O. Box 25, Trenton, NC 28585

Revenue Stamps \$9.00

STATE OF NORTH CAROLINA

COMMISSIONER'S DEED

COUNTY OF CRAVEN

ID# 1 063 007

This deed, made this 2nd day of September, 2015, by MARK D. BARDILL, Commissioner, to Craven County of P.O. Box 1128, New Bern, North Carolina, 28563.

WITNESSETH:

That whereas the said MARK D. BARDILL was appointed Commissioner under an order of the District Court, in the tax foreclosure proceeding entitled Craven County versus Robert Alfert Wilson and spouse, if any, et al, File No. 08-CVD-1524; and said MARK D. BARDILL was directed by said Order as Commissioner to sell the land hereinafter described at public sale after due advertisement according to law; and

Whereas, the said MARK D. BARDILL, Commissioner, did on the 17th day of April, 2015, offer the land hereinafter described at a public sale at the Craven County Courthouse door, in New Bern, North Carolina, and then and there the said Craven County became the last and highest bidder for said land for the sum of \$4,153.84; and no upset or increased bid having been made within the time allowed by law, and said sale having been confirmed by said Court, and said MARK D. BARDILL, Commissioner, having been ordered to execute a deed to said purchaser upon payment of the purchase money;

Now, therefore, for and in consideration of the premises and the sum of \$4,153.84, receipt of which is hereby acknowledged, the said MARK D. BARDILL, Commissioner, does by these presents, hereby bargain, sell, grant, and convey to the said Craven County, and their successors, heirs and assigns that certain parcel or tract of land, situated in Number One Township, Craven County, North Carolina, and described as follows:

W/ST ①  
2

That certain lot, tract, or parcel of land lying and being in Number One Township, Craven County, North Carolina, and in the Bay Bush Community, and containing 1.5 acres, more or less, as shown on that certain survey by W.E. Matthews, Registered Land Surveyor, a copy of which is attached to deed of record in Book 1199, Page 596, Craven County Registry.

LESS AND EXCEPTING that property from Robert Alfert Wilson to Victor Keith Mitchell, as described in Deed Book 1884, Page 657, Craven County Registry.

Subject to restrictive covenants and easements of record.

Parcel Identification Number : 1 063 007

To have and to hold the aforesaid tract of land, to the said Craven County, and their successors, heirs and assigns forever, in as full and ample manner as said MARK D. BARDILL, Commissioner as aforesaid, is authorized and empowered to convey the same.

In witness whereof, the said MARK D. BARDILL, Commissioner, hath hereunto set his hand and seal.

 (SEAL)  
MARK D. BARDILL, Commissioner

NORTH CAROLINA  
CRAVEN COUNTY

I, Shelly D Daugherty of said County, do hereby certify that MARK D. BARDILL, Commissioner, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing deed.

Witness my hand and official seal this the 2nd day of September, 2015.

  
Notary Public

My commission expires: 06/05/2017

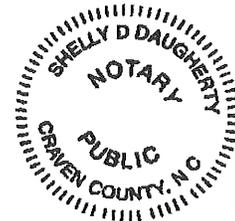


Image ID: 000002489964 Type: CRP  
Page 2 of 2

EK 3383 PG 231



# Craven GIS

Craven County does NOT warrant the information shown on this map and should be used ONLY for tax assessment purposes.



1 inch = 104 feet



STATE EMPLOYEES' CREDIT UNION  
00156 New Bern - Highway 70

# CASHIER'S CHECK

034449

PAY  
TO THE  
ORDER OF CRAVEN COUNTY

DATE: September 12, 2016  
66-77042531

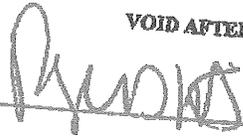
\*\*\*\* FIVE HUNDRED DOLLARS AND 00 CENTS

\$\*\*\*\*\*500.00

REMITTER: BRENDA ESPINOSA-BLANCO

VOID AFTER 180 DAYS

MEMO: DEPOSIT ON PROPERTY

  
AUTHORIZED SIGNATURE

||

||

66-77042531