

AGENDA - MEETING
GREENE COUNTY BOARD OF COUNTY COMMISSIONERS
7:00 PM – THE TECH CENTER Monday, November 7, 2016

- A. CALL TO ORDER**
Invocation/Pledge to the Flag
- B. APPROVAL OF AGENDA**
- C. CONSENT AGENDA**
 - 1. October 3, 2016 Regular Meeting Minutes
 - 2. Releases/Refunds
 - 3. Consideration of Late Applications for Elderly or Disabled Exclusion
 - 4. Report of Monthly Taxes Collected
- D. PUBLIC COMMENTS**
- E. PRESENTATIONS**
 - 1. Transportation; Public Hearing Request
 - 2. Michael Kelly; NCACC
 - 3. Michael Rhodes; Health Director
 - 4. Dianne Andrews; Greene County Interfaith
- F. COUNTY MANAGER'S REPORT**
 - 1. Re-appointment; Area Agency on Aging
 - 2. Sheriff; Presold hours for Norment Security Group
 - 3. Debit/Credit Card Processing
 - 4. Budget Amendment; Administration
 - 5. Resolution; Water Systems Capital Project Budget Ordinance Amendment
- G. COUNTY ATTORNEY REPORT AND RECOMMENDATIONS**
- H. COMMISSIONER'S REPORT AND RECOMMENDATION**
- I. CLOSED SESSION – Economic Development, Attorney Client Privilege**
- J. ADJOURN**

Commissioners
Brad Fields-- Chairman
Susan Blizzard -- Vice Chairman
Bennie Heath
Jerry Jones
James T. Shackleford, Jr.

C
County Manager
Kyle DeHaven

Finance Officer
Landon Price



GREENE COUNTY

A Place To Grow. The Way To Live.

Home of the North Carolina Sweet Potato Festival

From: Kyle J. DeHaven, County Manager

Re: Consent Agenda

Date: November 7, 2016

The Consent Agenda for the November 7, 2016 meeting consists of the following items:

- 1.) October 3, 2016 Regular Meeting Minutes
- 2.) Releases/Refunds
- 3.) Consideration of Late Applications for Elderly or disabled Exclusion
- 4.) Report of amount collected on each years taxes as of October 31, 2016

Action Recommended:

Motion to accept the Consent Agenda

Board Action is Needed

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www.co.greene.nc.us

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NORTH CAROLINA
COUNTY OF GREENE

The Greene County Board of Commissioners met in regular session on Monday, October 3, 2016 at 7:00 pm in the Tech Center. Present for the meeting: Chairman Brad Fields, Vice Chairman Susan Blizzard, Commissioners Jerry Jones, James T. Shackelford, Jr. and Bennie Heath, County Manager Kyle DeHaven, County Attorney Borden Parker and Deputy Clerk Kathy Mooring.

A. Call to Order

Chairman Brad Fields called the meeting to order and then asked Vice Chairman Susan Blizzard to give the Invocation and lead the Pledge of Allegiance.

Commissioner Blizzard gave the Invocation and led the Pledge of Allegiance.

B. Approval of the Agenda

Chairman Fields asked for a motion to approve the agenda.

On motion by Commissioner Heath and seconded by Commissioner Jones, the Board voted unanimously to approve the agenda.

C. Consent Agenda

Chairman Fields asked for a motion to approve the Consent Agenda, which consisted of:

- September 19, 2016 Regular Meeting Minutes
- Releases/Refunds

Refunds (NCVTS) (TAX & TAG)

| | | | | | |
|---------------------------|---------|-----------------------------|---------|---------------------------|---------|
| Mason Dyer & Melanie Dyer | \$35.86 | Zachary Lee Moody | \$92.40 | Ashley Tikita Simmons | \$37.16 |
| Sarah Ann Hunter | \$1.21 | Hollis Eugene Thigpen | \$63.36 | Walter Ann_Blount Simmons | \$22.59 |
| Walter Ann Blount Simmons | \$43.40 | Jeddie Douglas Skinner, Jr. | \$12.59 | | |

Releases: Ad Valorem Tax

| | | | | | |
|-------------------|---------|--|--|--|--|
| Thomas Lee Norman | \$42.00 | | | | |
|-------------------|---------|--|--|--|--|

On motion by Commissioner Heath and seconded by Commissioner Jones the Board voted unanimously to approve the Consent Agenda.

D. PUBLIC COMMENTS

None

E. PRESENTATIONS

1. Michael Rhodes; Mosquito Update. Mr. Rhodes, Health Director gave an update on the mosquito spraying program. He passed out handouts identifying and explaining what he has found and what methods were used to identify the findings.
2. Bob Kehres, East Carolina Workforce Development – Mr. Kehres came to discuss the importance of getting another Board Member from Greene County for the East Carolina Workforce Development Board. This member must be from the private sector and be an executive officer or owner of a local business.

F. COUNTY MANAGER’S REPORT

Chairman Fields turned the meeting over to the County Manager.

County Manager DeHaven’s first order of business was to present a request from the ABC Board to retain earnings for the FY ending June 30, 2016. The amount being considered is \$7,500.00.

On motion by Commissioner Heath and second by Commissioner Shackelford the Board voted unanimously to approve the ABC Boards request that they be allowed to retain their earnings from FY 15/16.

Mr. DeHaven next presented a Budget Amendment for the 911 Backup Equipment.

On motion by Commissioner Jones and seconded by Commissioner Heath the Board voted unanimously to approve this Budget Amendment.

G. County Attorneys Report and Recommendations

Nothing

H. Commissioner's Report and Recommendations

Nothing

I. Closed Session – Personnel

On motion by Commissioner Jones and seconded by Commissioner Blizzard the Board voted unanimously to go into Closed Session.

On motion by Commissioner Heath and seconded by Commissioner Jones the Board voted unanimously to adjourn closed session.

J. Adjournment

On motion by Commissioner Blizzard and seconded by Commissioner Heath the Board voted unanimously to adjourn the meeting.

Brad Fields, Chairman

Attest:

Kyle J. DeHaven, Clerk to the Board

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| Releases: Ad Valorem Tax | | | | | | | | | | | | | | | | | | |
|---|------|-----------|------------|----------------|-------------------------------|--|---------------------|----------------|---|--|--|--|--|--|--|--|--|--|
| DATE: | | 11/7/2016 | | | | | | | | | | | | | | | | |
| Taxpayer | Year | Acct. # | Property # | Assessed value | Assessed value to be released | Release amount (fire district) (T03) (G01) | Release amount (sw) | Total released | Reason | | | | | | | | | |
| ORMOND, MICHAEL | 2016 | 20621 | 300931 | \$ 5,000.00 | \$ 3,864.00 | \$ 32.80 | \$ 42.00 | \$ 32.80 | Taxpayer timely appealed value of multi year tagged trailer purchased 04/19/2015 provided correct Original Cost New | | | | | | | | | |
| HEAD, SHERYL | 2016 | 59319 | 722086 | | | | \$ 42.00 | \$ 42.00 | PRIVATE HAULER (W) tfs | | | | | | | | | |
| PEREZ, SEVANDO | 2016 | 14211 | 407552 | | | | \$ 42.00 | \$ 42.00 | PRIVATE HAULER (W) whw | | | | | | | | | |
| HILL, MELVIN CARLTON & HILL, TERESA | 2016 | 3340 | 405516 | | | | \$ 42.00 | \$ 42.00 | PRIVATE HAULER (SDA) | | | | | | | | | |
| HILL, HOWARD | 2016 | 3321 | 405517 | | | | \$ 42.00 | \$ 42.00 | PRIVATE HAULER (SDA) | | | | | | | | | |
| HILL, HAROLD T. & HOWARD B. & MELVIN C. | 2016 | 3315 | 404144 | | | | \$ 42.00 | \$ 42.00 | PRIVATE HAULER (SDA) | | | | | | | | | |
| HILL BROTHERS FARMS, INC | 2016 | 62020 | 400310 | | | | \$ 42.00 | \$ 42.00 | PRIVATE HAULER (SDA) | | | | | | | | | |
| HILL, HAROLD THOMAS | 2016 | 3314 | 400291 | | | | \$ 42.00 | \$ 42.00 | PRIVATE HAULER (SDA) | | | | | | | | | |
| HILL, HAROLD THOMAS | 2016 | 3314 | 403421 | | | | \$ 42.00 | \$ 42.00 | PRIVATE HAULER (SDA) | | | | | | | | | |

Becky R. Sutton
Tax Administrator



229 Kingold Blvd.
P.O. Box 482
Snow Hill, NC 28580

(252) 747-3615
FAX (252) 747-5067

C3

November 1, 2016

To: Mr. Kyle DeHaven, Greene County Manager
Greene County Board of Commissioners

From: Becky R. Sutton
Greene County Tax Administrator

Tax Office Issues:

Consideration of Late Applications for Elderly or Disabled Exclusion

The assessor has no authority to approve a late application for the Elderly or Disabled Exclusion. However, GS 105-282.1(a1) states "upon a showing of good cause by the applicant for failure to make a timely application, an application for exemption or exclusion filed after the date of the listing period may be approved by the Board of Commissioners". If approved, the application is for the current year and is not retroactive. Due to information on the application being confidential, a copy of the application is not attached.

Attached are letters from taxpayers requesting your consideration of their late applications. The applicant and parcel meet the eligibility requirements. Consideration of these late applications would be appreciated and is recommended since the Board has previously considered other late applications.

Elderly/Disabled Exclusion

William Turnage - Parcel 0400636
Carl Harvey Hill - Parcel 0800616

Date: October 26, 2016

To: The Greene County Board of Commissioners

Re: Consideration of late Elderly/Disabled Exclusion application for 2016 tax year

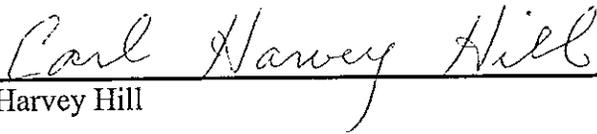
Parcel or Property number: 0800616

Dear Sir:

Consideration of this late application for property tax relief would be greatly appreciated.

I did not realize that I would qualify for this exclusion until I was discussing my tax bill today with the Tax Administrator. Consideration of this request would be greatly appreciated.

Thank you,



Carl Harvey Hill

RECEIVED

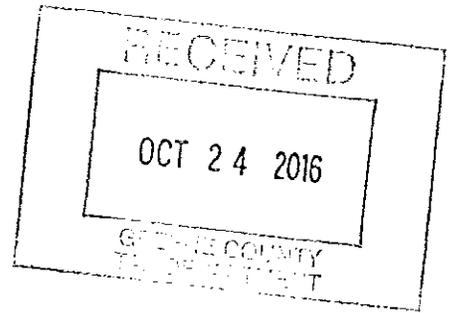
OCT 26 2016

GREENE COUNTY
TAX DEPARTMENT

TO: GREENE COUNTY BOARD OF COMMISSIONERS

FROM: WILLIAM THOMAS TURNAGE

DATE: OCT 10, 2016



Re: REQUEST FOR ACCEPTANCE OF LATE APPLICATION FOR PROPERTY TAX
RELIEF FOR THE 2016 TAX YEAR ON TAX PARCEL 0400636.

PLEASE ACCEPT MY LATE APPLICATION FOR PROPERTY TAX RELIEF. MY REASON FOR FILING
UNTIMELY IS THAT I WAS NOT AWARE THAT I WOULD BE ELIGIBLE FOR THE ELDERLY/DISABLED
EXCLUSION UNTIL I TALKED WITH THE TAX OFFICE.

THANK YOU,

William Turnage

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Becky R. Sutton
Tax Administrator



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Snow Hill, NC 28580

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FAX (252) 747-5067

Date: November 1, 2016

To: Greene County Board of Commissioners

From: Becky R. Sutton - Tax Administrator

Subject: GS 105-350 (7) **Monthly** **All levy**
Report of amount collected on each year's taxes and amount remaining
uncollected - Collections posted as of October 31, 2016

| Year | Current Month | FY 2016-2017 Collections YTD | Amount Remaining Uncollected | % Collected |
|-------|---------------------------|---------------------------------|---------------------------------|----------------|
| | Adj. Payments+interest | Adj. Payments+interest | | |
| 2006 | \$ 405.39 | \$ 1,299.74 | \$ 12,915.90 | 99.83% |
| 2007 | \$ 595.27 | \$ 1,528.52 | \$ 16,725.88 | 99.79% |
| 2008 | \$ 515.08 | \$ 1,831.58 | \$ 24,352.00 | 99.70% |
| 2009 | \$ 287.66 | \$ 1,674.67 | \$ 23,440.63 | 99.73% |
| 2010 | \$ 164.56 | \$ 1,423.36 | \$ 22,979.25 | 99.74% |
| 2011 | \$ 287.44 | \$ 1,549.49 | \$ 23,695.70 | 99.73% |
| 2012 | \$ 925.54 | \$ 4,201.57 | \$ 26,439.56 | 99.71% |
| 2013 | \$ 1,778.61 | \$ 7,464.03 | \$ 45,205.19 | 99.50% |
| 2014 | \$ 560.01 | \$ 10,125.83 | \$ 49,207.39 | 99.44% |
| 2015 | \$ 17,051.42 | \$ 60,964.74 | \$ 94,377.42 | 98.93% |
| 2016 | \$ 370,775.38 | \$ 1,849,543.64 | \$ 7,200,449.56 | 20.43% |
| Total | \$ 393,346.36 | \$ 1,941,607.17 | \$ 7,539,788.48 | |

| | | | | |
|-------------------------|-----------------|------------------------------|-----------------|-------------|
| MTD Levy added for 2016 | | | | |
| \$ 80,674.62 | | | | |
| 2016 Beginning levy | ytd add'l levy | payments (principal only) | ytd interest(+) | |
| \$ (460.90) | \$ 9,044,834.46 | \$ 1,848,308.85 | \$ 1,286.75 | |
| YTD: | releases | adjustments | refunds | write offs |
| | \$ (5,594.12) | \$ 9,927.01 | \$ (1,279.15) | \$ 1,227.19 |

Commissioners
Brad Fields– Chairman
Susan Blizzard – Vice Chairman
Bennie Heath
Jerry Jones
James T. Shackelford, Jr.

County Manager
Kyle DeHaven

Finance Officer
Landon Price



GREENE COUNTY

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WHEREAS, the Greene County Board of Commissioners hereby establishes and sets aside a special time for the purpose of receiving such comments and suggestions in addition to public hearings

NOW, THEREFORE; BE IT RESOLVED that all comments and suggestions addressed to the Greene County Board of Commissioners during the Public Comment Period shall be subject to the following Public Comment Policy:

1. Policy Purpose

a. To establish a policy for citizens to appear before the Greene County Board of Commissioners at their regular meetings during the month.

2. Coverage

a. This policy, upon adoption by the Greene County Board of Commissioners, shall remain in effect until such time that it is altered, modified, or rescinded by the Greene County Board of Commissioners.

3. Policy

a. Anyone desiring to address the Board of Commissioners must sign up with the Deputy County Clerk between 6:45 pm and 7:00 pm on the night of the Greene County Board of Commissioners meeting. The request should be in writing and on a form provided by the Deputy County Clerk. The form shall, as a minimum, provide the requestors name and address.

b. The Public Comment portion of the agenda will be placed at the beginning of the agenda but after all Public Hearings.

c. Each speaker must be recognized by the Chairman as having the exclusive right to be heard.

d. Comments are limited to three minutes per speaker. A speaker cannot give their allotted time/minutes to another speaker to increase that persons allotted time.

e. Speakers must address the entire Greene County Board of Commissioners, not an individual member. Discussions between speakers and the audience will not be allowed.

f. Speakers will be civil in their language and presentation.

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- g. There shall be a maximum of three (3) participants on the same subject. It is recommended that if there are several people who wish to speak on the same subject that they choose one speaker to speak for all.
- h. The time allotted for Public Comment will be 15 minutes. The Board of Commissioners can choose to extend the Public Comment Period, by a majority vote, an additional 15 minutes for a total of 30 minutes for public comments.
- i. Individuals who sign up but cannot speak due to time constraints will be carried to the next regular meeting of the Greene County Board of Commissioners and placed first on the Public Comment Agenda.
- j. For clarification, any Greene County Board of Commissioners may ask the speaker questions. The time used by a Greene County Board of Commissioners to ask a question, or the response to his/her question, will not be counted against the citizens three minute time allotment.
- k. Public comment is not intended to require the Greene County Board of Commissioners to answer any impromptu questions. Action on items brought up during the Public Comment Period will be at the discretion of the Greene County Board of Commissioners.
- l. The public can address the Greene County Board of Commissioners on any issue other than public hearings items and those items that would be covered in closed session, which would include, but not be limited to attorney/client privilege, personnel, land acquisition and contract negotiations.
- m. Anyone desiring to address the Greene County Board of Commissioners on a specific concern requiring more effective and informed action by the Greene County Board of Commissioners should contact the County Manager at least one week prior to the meeting for the topic to be reviewed for consideration to be placed on the agenda. Whenever possible, staff will address the concern directly, but if staff cannot address the issue, it will be placed on the agenda as early as practicable. The person making the request should provide sufficient information pertaining to their concerns to allow the Greene County Board of Commissioners to review the citizen concerns and/or request.

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To file a complaint of discrimination write USDA, Director, Office of Civil Rights, 1400 Independence Ave., SW, Washington, DC 20250-9410 or call (800) 795-3272 or (202) 720-6382 (TDD)

Commissioners
Brad Fields– Chairman
Susan Blizzard – Vice Chairman
Bennie Heath
Jerry Jones
James T. Shackelford, Jr.



County Manager
Kyle DeHaven

Finance Officer
Landon Price

E1

Home of the North Carolina Sweet Potato Festival

From: Kyle J. DeHaven, County Manager

Re: Transportation; Public hearing Request

Date: November 7, 2016

Ms. Misty Chase of the Transportation department is requesting a public hearing for November 21, 2016 to receive public comment for the 2018 CTP application. As transportation includes federal funds, approval of the future budget is needed much earlier than other departments. Transportation is requesting a total of just under \$109,000, of which \$16,347 is a local share. Ms. Chase will be present to answer any and all questions that the commissioners may have regarding this agenda item.

Action Recommended:

Chairman may, or a motion is need to set a public hearing date for November 21, 2016 at the tech center at 7pm.

Chairman may call, or Board action is needed.

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REQUEST TO BE ON THE AGENDA FOR THE GREENE COUNTY BOARD OF COMMISSIONERS

BOARD MEETING YOU WISH TO PRESENT: November 7, 2016
TOPIC(S) TO BE PRESENTED: __Request a Public Hearing for November 21,
2016- this is for the 2018 CTP Grant Application

PRESENTER'S NAME: __I do not need to present just a request for the public
hearing_____

PRESENTER'S MAILING ADDRESS: __104 Hines Street
Snow Hill NC 28580_____

PHONE #: __252-747-8474__ FAX #: _____

PRESENTER'S EMAIL ADDRESS: mchase@co.greene.nc.us

THE GREENE COUNTY BOARD OF COMMISSIONERS MEET ON THE 1ST AND 3RD MONDAY AT 7:00
P.M. EVERY MONTH EXCEPT MONDAY HOLIDAYS, WHEN THE MEETING IS USUALLY HELD ON
THE FOLLOWING TUESDAY.

EVERY EFFORT IS MADE TO COMPLETE THE AGENDA BEFORE 12:00 P.M. ON THE THURSDAY
BEFORE THE MEETING.

EVERY PRESENTER LISTED ON THE AGENDA WILL BE MAILED OR EMAILED A COPY OF THE
AGENDA AS A REMINDER OF THEIR SCHEDULED PRESENTATION AND/OR REQUEST. IF THE
PRESENTER WANTS TO PROVIDE HANDOUTS TO THE BOARD PRIOR TO THE MEETING, THE
MATERIAL(S) MUST BE RECEIVED BY THE GREENE COUNTY MANAGER'S OFFICE NO LATER
THAN 12:00 NOON OF THE WEDNESDAY PRIOR TO THE MEETING.

IN ORDER TO BE LISTED ON THE AGENDA PRESENTER'S MAY:

- CALL (252) 747-3446 OR (252) 747-2866
- EMAIL kmooring@co.greene.nc.us
- MAIL OR DELIVER TO GREENE COUNTY OFFICE COMPLEX, COUNTY
MANGER'S OFFICE, 229 KINGOLD BLVD., SUITE D, SNOW HILL, NC 28580.

October 31, 2016

Greene County Transportation would like to request to have a Public Hearing on November 21, 2016 for its 2018 CTP Grant Application. In the 2018 CTP Application is for Administrative grant funding. A copy of the request is also attached. We will also advertise In The Standard Laconic. This public hearing is a requirement to receive funds from NCDOT. Additional information will be submitted prior to the public hearing. We will also have it available in both English and Spanish. If anyone has any questions regarding the 2018 CTP Application please contact Misty Chase – Greene County Transportation 104 Hines Street Snow Hill NC 28580, phone 252-747-8474 or email: mchase@co.greene.nc.us

Thanks!

Misty Chase

PUBLIC HEARING NOTICE

This is to inform the public that a public hearing will be held on the proposed 2018 Community Transportation Program Application to be submitted to the North Carolina Department of Transportation no later than November 23, 2016. The public hearing will be held on November 21, 2016 at GC Schools Tech Center before the Greene County Commissioners.

Those interested in attending the public hearing and needing either auxiliary aids or services under the Americans with Disabilities Act (ADA) or a language translator should contact *Misty Chase* on or before November 18, 2016, at telephone number 252-747-8474 or via email at mchase@co.greene.nc.us.

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

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

| <u>Project</u> | <u>Total Amount</u> | <u>Local Share</u> |
|---|------------------------------|--------------------------|
| Administrative | \$ 108,977.00 | \$ 16,347.00 (15%) |
| Operating (ALL systems; No State Match will be provided for Operating Assistance) | \$ | \$ (50%) or more |
| TOTAL PROJECT | \$ 108,977.00 | \$ 16,347.00 |
| | Total Funding Request | Total Local Share |

This application may be inspected at Greene County Transportation 104 Hines Street Snow Hill NC 28580 from 8:00- 4:00 PM, Monday through Friday. Written comments should be directed to Misty Chase 104 Hines Street Snow Hill NC 28580 before November 22, 2016.

End of Notice

Note: AN ORIGINAL COPY of the published Public Hearing Notice must be attached to a signed Affidavit of Publication. **Both the Public Hearing Notice and the Affidavit of Publication** must be submitted with the CTP grant application. Systems are no longer required to publish the Public Hearing Notice in LEP publications if their LEP Plan states they do not meet the Safe Harbor Provisions. However, systems must continue to provide meaningful access and promote inclusive public participation to LEP populations

Commissioners
Brad Fields– Chairman
Susan Blizzard – Vice Chairman
Bennie Heath
Jerry Jones
James T. Shackelford, Jr.



County Manager
Kyle DeHaven

E2

Finance Officer
Landon Price

Home of the North Carolina Sweet Potato Festival

From: Kyle J. DeHaven, County Manager

Re: Michael Kelly; NCACC

Date: November 7, 2016

Mr. Michael Kelly, of the NCACC will present a plaque commemorating the County's 5 Year membership with the NCACC Governmental Risk Pools.

Action Recommended:

Presentation Only

No Board action is needed.

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Kathy Mooring

From: Michael Kelly <michael.kelly@ncacc.org>
Sent: Friday, October 28, 2016 10:40 AM
To: Kathy Mooring
Cc: Kathy DeMay
Subject: Re: Greene County Board of Commissioner's Meeting

Okay. I will be presenting a plaque commemorating your long term membership in both the NCACC Governmental Risk Pools.

Thanks again Kathy.

Michael

Get Outlook for iOS<<https://aka.ms/o0ukef>>

On Fri, Oct 28, 2016 at 9:48 AM -0400, "Kathy Mooring"
<kmooring@greencountync.gov<<mailto:kmooring@greencountync.gov>>> wrote:

Mr. Kelly,

It was nice talking to you this morning. The next Board of Commissioner's meeting is November 7th at 7 p.m. at Greene County Schools Tech Center at 402 SE Second St., Snow Hill, NC 28580. You are being put on the Agenda and should you have any questions don't hesitate to call me or Kyle.

Have a Great Weekend,

Kathy Mooring
Deputy Clerk/Administrative Assistant
Greene County
229 Kingold Blvd, Suite D
Snow Hill, NC 28580
Phone: (252) 747-3446
kmooring@co.greene.nc.us

REQUEST TO BE ON THE AGENDA FOR THE GREENE COUNTY BOARD OF COMMISSIONERS

BOARD MEETING YOU WISH TO PRESENT: Nov 7th, 2016

TOPIC(S) TO BE PRESENTED: presentation to County Staff

PRESENTER'S NAME: Michael Kelly

PRESENTER'S MAILING ADDRESS: NCACC

PHONE #: 252-341-1939 FAX #: _____

PRESENTER'S EMAIL ADDRESS: michael.kelly@ncacc.org

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Commissioners
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E3
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From: Kyle J. DeHaven, County Manager

Re: Michael Rhodès

Date: November 7, 2016

Mr. Michael Rhodes, Health Director, will be presenting and recognizing two Health Department staff for years of service to the County. M. Angela Allen and Deborah Williams have served Greene County for 30 years. Mr. Rhodes will give specific details and recognition to both.

Action Recommended:

Presentation Only

No Board action is needed.

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Kyle DeHaven

From: Michael Rhodes
Sent: Tuesday, November 01, 2016 10:22 AM
To: Kyle DeHaven
Subject: RE: agenda

Mr. DeHaven,

Please place Ms. Angela Allen and Ms. Deborah Williams on your County Commissioner Agenda. These are the two Health Department staff that were recognized by the North Carolina Public Health Association in September for having 30 (thirty) Years of Public Health Service. You indicated you thought it would appropriate to have the County Commissioners recognize them also.

- 1. Ms. Angela Allen is a Nurse and has been with the Greene County Health Department for over 30 years. She is our Lead Child Health Nurse and is infamous with generations of Greene County Citizens for her work in our Child Health Clinics. She has been recognized by the Glaxo Smith Kline Child Health Recognition Awards Program as a leader in Child Health in North Carolina*
- 2. Ms. Deborah Williams is our Women's Infant and Children Program (WIC) Director and has been with the Greene County Health Department for over 15 years, she was in another eastern North Carolina County prior to coming to Greene. Ms. Williams is well known by her WIC colleagues throughout Eastern North Carolina as a supporter of those needing WIC services. Ms. Williams is always looking at ways to improve WIC services to the citizens of Greene County*

Please let me know if you need additional information

Also please let me know if you are going to be able to do this or not so I can inform the staff of time they need to be at the meeting.

Thank You

Michael Rhodes

*Michael U. Rhodes, REHS, MS, Director
Greene County Health Department
227 Kingold Blvd., Suite B
Snow Hill, NC 28580*

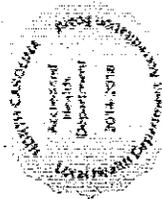


Public Health
Greene County, NC

Phone: 252-747-8183

Fax: 252-747-4040

Email: mrhodes@co.greene.nc.us



From: Kyle DeHaven

Sent: Monday, October 31, 2016 2:31 PM

To: shenile <shenile_ford@ncsu.edu>; Sharon Harrison <sharrison@greene-county-nc.gov>; Scott Sutton <ssutton@greene-county-nc.gov>; Mike Anderson <greeneem@embarqmail.com>; Greene County Register of Deeds <grod@greene-county-nc.gov>; Misty Chase <mchase@greene-county-nc.gov>; Lemmie Smith <lsmith@greene-county-nc.gov>; Angela Ellis <angelae@greene-county-nc.gov>; Michael Rhodes <mrhodes@greene-county-nc.gov>; Angela Ellis <angelae@greene-county-nc.gov>; Debbie May <djones@mediacastfth.com>; Becky Sutton <bsutton@greene-county-nc.gov>; Steve Hines <shines@greene-county-nc.gov>; Sandra Harrell <sdmay@greene-county-nc.gov>; Berry Anderson <banderson@greene-county-nc.gov>; Landon Price <lprice@greene-county-nc.gov>; Kathy Mooring <kmooring@greene-county-nc.gov>

Subject: agenda

If you have any agenda items, please submit that ASAP. With all the recent events, I am starting early so I can finish early.

Kyle J. DeHaven
County Manager
Greene County
252-747-3446

Commissioners
Brad Fields– Chairman
Susan Blizzard – Vice Chairman
Bennie Heath
Jerry Jones
James T. Shackelford, Jr.



E4
County Manager
Kyle DeHaven

Finance Officer
Landon Price

Home of the North Carolina Sweet Potato Festival

From: Kyle J. DeHaven, County Manager

Re: Greene County Interfaith; Dianne Andrews

Date: November 7, 2016

Greene County Interfaith will give a report regarding hurricane Mathew

Action Recommended:

Presentation Only

No Board action is needed.

229 Kingold Blvd., Suite D • Snow Hill, NC 28580 • (252) 747-3446 • FAX (252) 747-3884
www.co.greene.nc.us

The mission of Greene County Government is to serve and improve the lives of all citizens by providing high-quality, cost-effective services in an open, professional and ethical environment

REQUEST TO BE ON THE AGENDA FOR THE GREENE COUNTY BOARD OF COMMISSIONERS

BOARD MEETING YOU WISH TO PRESENT: Monday, November 7,
2016

TOPIC(S) TO BE PRESENTED: Greene County Interfaith report regarding
Hurricane Matthew.

PRESENTER'S NAME: Louis Dail, Dianne Andrews, & Steve Rouse

PRESENTER'S MAILING ADDRESS: P.O. Box 1041, Snow Hill NC 28580

PHONE #: 252-747-1090

FAX #:NA

PRESENTER'S EMAIL ADDRESS: interfaith@centurylink.net

THE GREENE COUNTY BOARD OF COMMISSIONERS MEET ON THE 1ST AND 3RD MONDAY AT 7:00
P.M. EVERY MONTH EXCEPT MONDAY HOLIDAYS, WHEN THE MEETING IS USUALLY HELD ON
THE FOLLOWING TUESDAY.

EVERY EFFORT IS MADE TO COMPLETE THE AGENDA BEFORE 12:00 P.M. ON THE THURSDAY
BEFORE THE MEETING.

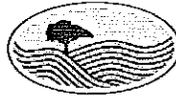
EVERY PRESENTER LISTED ON THE AGENDA WILL BE MAILED OR EMAILED A COPY OF THE
AGENDA AS A REMINDER OF THEIR SCHEDULED PRESENTATION AND/OR REQUEST. IF THE
PRESENTER WANTS TO PROVIDE HANDOUTS TO THE BOARD PRIOR TO THE MEETING, THE
MATERIAL(S) MUST BE RECEIVED BY THE GREENE COUNTY MANAGER'S OFFICE NO LATER
THAN 12:00 NOON OF THE WEDNESDAY PRIOR TO THE MEETING.

IN ORDER TO BE LISTED ON THE AGENDA PRESENTER'S MAY:

- CALL (252) 747-3446 OR (252) 747-2866
- EMAIL kmoothing@co.greene.nc.us
- MAIL OR DELIVER TO GREENE COUNTY OFFICE COMPLEX, COUNTY
MANGER'S OFFICE, 229 KINGOLD BLVD., SUITE D, SNOW HILL, NC 28580.



Commissioners
Brad Fields– Chairman
Susan Blizzard – Vice Chairman
Bennie Heath
Jerry Jones
James T. Shackelford, Jr.



GREENE COUNTY
A Place To Grow. The Way To Live.

County Manager
Kyle DeHaven

Finance Officer
Landon Price

F/

Home of the North Carolina Sweet Potato Festival

From: Kyle J. DeHaven, County Manager

Re; Re-appointment; Area Agency on Aging

Date: November 7, 2016

The Area Agency on Aging is requesting a re-appointment of Mr. David Jones to sit on their advisory committee. This was not advertised for as it was a request from the ECC.

Action Recommended:

Motion to approve the re-appointment to the Area Agency on aging advisory committee

Board action is needed.

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Eastern Carolina Council
Area Agency on Aging

OCT 17 2016

October 6, 2016

Lisa Johnson
Greene County Clerk
229 Kingold Blvd. Suite D
Snow Hill, NC 28580

Dear Ms. Johnson

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

At this time, Greene County has all three positions filled. However, Mr. David Jones' term expired in June of 2016. Mr. Jones is a valued member of this committee, therefore, we would like to recommend his reappointment.

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

If you have any questions, please contact me at tcedars@eccog.org or Leighann Morgan at ecceadmin@eccog.org. Thank you for your efforts with regard to this matter.

Sincerely,

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

Cc: Mr. David Jones
Ms. Sharon Harrison, Senior Center Director
RAAC



Eastern Carolina Council
Area Agency on Aging

October 6, 2016

Lisa Johnson
Greene County Clerk
229 Kingold Blvd. Suite D
Snow Hill, NC 28580

Dear Ms. Johnson

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

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

Sincerely,

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

Cc: Mr. David Jones
Ms. Sharon Harrison, Senior Center Director
RAAC

Commissioners
Brad Fields- Chairman
Susan Blizzard -- Vice Chairman
Bennie Heath
Jerry Jones
James T. Shackelford, Jr.

F2
County Manager
Kyle DeHaven
Finance Officer
Landon Price



Home of the North Carolina Sweet Potato Festival

From: Kyle J. DeHaven, County Manager

Re: Sheriff; Presold hours for Norment Security Group

Date: November 7, 2016

The Sheriff has presented me with a amendment to a current contract with Norment Security Group. Norment Security Group is the company who works on our jail doors and locks. Currently we purchase 25 presold hours for maintenance and work that frequently needs done to these doors. This amendment, is to purchase 105 hours. The increased cost assumed in this amendment is \$6,800. The Sheriff has stated he can find the money in his budget to cover this additional cost.

The Norment Security group contract will need to be renewed for October 1, 2017.

Action Recommended:

Motion to approve purchase of the increased Maintenance hours for the Sheriffs department from Norment Security Group.

Board action is needed.

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Kyle DeHaven

From: Debbie May
Sent: Thursday, October 27, 2016 11:17 AM
To: Kyle DeHaven
Subject: norment security presold hrs

The Sheriff said go ahead and do the presold hrs if the difference is going to be around 6800.00, that he would find it in his budget. He said the preventive maintenance may keep from spending more money later when something breaks. Thanks Debbie

Lida.goodhart@normentsecurity.com

Norment Security Group Inc.

State Electrical License # 17367-SP-LV
Alarm Systems Business License # 738-USA

To: Greene County Jail
Debbie May
301 N Green St
Snow Hill NC 27402

From: Norment Security Group, Inc.
Lida Goodhart
621 Poole Drive
Garner NC 27402

Facility Location: Green County Jail
Same as above

Proposal Number: GCJ-05142012
Date: May 14th 2012

Norment Service Agreement Terms and Conditions

SCOPE AND DEFINITION OF SERVICES: The services provided shall be those indicated on the face hereof or as set forth in Attachment "A" and will be performed during Norment's normal working hours, unless otherwise agreed.

Norment will furnish its services as an independent contractor and not as an employee of Customer. It is agreed that Norment will take reasonable care and precautions in the performance of its work, and that Customer will maintain all necessary and required insurance coverage to protect itself against damage or injury to persons or property.

COVERAGE:

1. Base Contract as described in Attachment "A"
 - 24/7/365 support of all covered systems.
 - Response time as determined by Customer for critical outages.
 - Unlimited telephone technical support with direct access to our after-hours on-call technician via Norment's 24-hour emergency service phone number.
 - Priority service over noncontact customers.
 - Discounted pricing for all material purchases
 - Reduced labor rates.
2. Preventive Maintenance Inspections as per Attachment "B" of this agreement (If Selected)

EXCLUSIONS:

1. Replacement parts are not included as part of this service agreement. If parts are required, they will be charged at a discount from the Manufacturer's list price (if discounts are available to Norment).
2. Norment will not warrant materials provided by others under this agreement.
3. Portal-to-portal maintenance service hours will be charged at a contract rate of \$100.00 per hour during regular business hours (8:00 am - 5:00 pm, Mon - Fri) or \$125.00 per hour for after hours, weekends, and holidays. Pre-sold Emergency hours (If Selected) as described in Attachment "A" will be included at a discounted rate of \$85.00 per hour if the pre-sold hours option is selected.

Norment Security Group Inc.

State Electrical License # 17367-SP-LV
Alarm Systems Business License # 738-CSA

TERM: The commencement date of this Agreement shall be on the first day of the month following acceptance of this agreement and shall be for an initial terms of 5 Years. The Agreement shall be automatically renewed for the initial terms of the Agreement at the end of the initial terms unless terminated by either party by giving notice to the other at least ninety (90) days prior to the end of the current term.

PAYMENT: The Institution shall pay to Norment the total base price as illustrated in the payment table below. As part of this Agreement, for labor and material required outside of the scope of services in Attachment "A", Customer will be billed at an hourly straight time rate of \$85 per hour plus material and related travel costs. In any case, all extra work, material or labor required or requested beyond base price scope shall require specific authorization. Customer agrees to make payment of invoices for the base price services as well as for any invoices representing work outside the base scope outline in Attachment "A" within thirty (30) days of the date of the Invoice. Norment reserves its right to refuse service or cancel this Agreement at any time that payments become delinquent.

BASE CONTRACT SERVICE RATES

| Term | Annual Cost | Monthly Payment | Annual Payment (with 5% Prepayment Discount) | Savings with Discount |
|--------|-------------|-----------------|--|-----------------------|
| Year 1 | \$ 8500.00 | \$ 708.33 | \$8075.00 | \$425.00 |
| Year 2 | \$ 8755.00 | \$ 729.58 | \$8317.25 | \$477.25 |
| Year 3 | \$ 9017.65 | \$ 751.47 | \$8566.77 | \$450.88 |
| Year 4 | \$ 9298.18 | \$ 774.85 | \$8823.77 | \$464.41 |
| Year 5 | \$ 9566.82 | \$ 797.24 | \$9088.48 | \$478.34 |

Initial to accept change order GCJ-05142012-01

Options:

- Emergency Presold Hours Add \$ 2,125 (for 25 hrs @ \$85.00/hr) Initial to Accept D.D
- Confidence Test Add \$ _____ per visit Initial to Accept _____
- Electronic PMI Add \$ _____ per visit Initial to Accept _____

Change order proposal: GCJ-05142012-01

Year 5 monthly base cost \$797.24 with current hours option \$2125.00 / 12 (\$177.08) Current total monthly \$974.32

Change order proposed:

Addition of 80 Presold Hours total (105 hrs) x \$85 = (\$8925.00) / 12 = \$743.75 plus base 797.24

Contract year 5 Proposed monthly Total = \$1540.99

Failure to pay any amount due within sixty (60) days shall be a material breach and Norment shall be discharged from any further obligations under this Agreement.

TAXES: Customer shall bear the cost of any sales, use, excise or other tax applicable to the services provided hereunder.

ACCESS: Customer agrees to provide free access to the systems and equipment to be maintained, and to provide the necessary equipment to reach inaccessible equipment and peripheral devices (e.g. scaffolding, man lifts etc.). Norment shall be provided a safe work place for its personnel.

Norment Security Group Inc.

State Electrical License # 17367-SP-LV
Alarm Systems Business License # 738-GSA

FORCE MAJEURE: Norment shall not be responsible for failure to render service due to causes beyond its control including but not limited to lack of payment, work stoppages, fires, civil disobedience, riots, rebellions, acts of God and other similar occurrences where the safety of personnel cannot be maintained.

DEFAULT: If the Customer fails to perform any of the terms of this Agreement and the failure continues for more than thirty (30) days after written notice; or if Customer's occupational business license shall terminate for any reason; the Customer shall become insolvent or file bankruptcy; or make any assignment of this Agreement without Norment's consent, then Norment shall have the right to terminate the Agreement for default which shall be effective thirty (30) days after written notice of such termination.

INDEMNIFICATION: Customer shall indemnify and hold Norment harmless from any and all claims resulting from the services provided under this Agreement except where such claims result from the sole negligence of Norment.

LIMITATION OF LIABILITY: In no event shall Norment be liable for any special, indirect, incidental or consequential damages whatsoever.

TERMINATION: Either party shall have the right to terminate their obligations under this Agreement at the end of the term or at the end of any subsequent 5 year period provided that the party terminating the Agreement shall provide ninety (90) days written notice prior to the end of the then current term. Norment shall be paid in full for all work performed and costs incurred prior to the date of termination.

GOVERNING LAW: This Agreement shall be construed and enforced in accordance with the laws of the State of Alabama.

ENTIRETY OF AGREEMENT: This Agreement is the entire and exclusive agreement for the services to be provided herein. This Agreement supersedes and otherwise renders null and void any prior written or oral agreements entered into with respect to the services provided herein. This Agreement shall only be modified in a writing signed by both parties.

CUSTOMER
Approved by Authorized Representative

Date: _____

Signature: Don Davenport

Print Name: DON DAVENPORT

Title: Greene County Manager

Norment Security Group, Inc.
Approved by Authorized Representative

Date: _____

Signature: _____

Print Name: _____

Title: _____

"This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Shirley J. White

Commissioners
Brad Fields – Chairman
Susan Blizzard – Vice Chairman
Bennie Heath
Jerry Jones
James T. Shackelford, Jr.

County Manager
Kyle DeHaven

Finance Officer
Landon Price

53



Home of the North Carolina Sweet Potato Festival

From: Kyle J. DeHaven, County Manager

Re: Debit/Credit card processing

Date: November 7, 2016

Attached is a contract for services with Forte to process credit and debit card payments. Forte has an established relationship with MUNIS, our financial software company. This company will make possible not only the online payments, but in person, or over the phone payments. Costs will be passed to the consumer, and not affect the County process at all.

For example: if a customer owes \$100, a % fee will have to be accepted by the customer before they can proceed. That fee will be immediately processed to Forte, and the County will receive the \$100.

The only cost to the County is the upfront costs of the CC kiosks. The Verifone Vx520 is the kiosk of choice and carries a cost of \$250. Each department utilizing CC payments can cover this expense in their current budget, or appropriate adjustments can be made to make it possible.

Action Recommended:

Motion to approve the contract for services with Forte to begin to accept CC payments

Board action is needed.

229 Kingold Blvd., Suite D • Snow Hill, NC 28580 • (252) 747-3446 • FAX (252) 747-3884

www.co.greene.nc.us

The mission of Greene County Government is to serve and improve the lives of all citizens by providing high-quality, cost-effective services in an open, professional and ethical environment

Greene County is an equal opportunity provider, employer and lender.

To file a complaint of discrimination write USDA, Director, Office of Civil Rights, 1400 Independence Ave., SW, Washington, DC 20250-9410 or call (800) 795-3272 or (202) 720-6382 (TDD)

PAYMENT PROCESSING AGREEMENT

This Payment Processing Agreement (“Agreement”), including all exhibits and addendums hereto, is made by and between Forte Payment Systems, Inc. (“Forte”) a California corporation and _____ (“Agency”).

Forte and its affiliates provide payment processing services including Credit Card, Debit Card and Automated Clearing House (“ACH”) processing services (the “Services”) selected by the Agency who provides services to, or otherwise has a business relationship with, individuals and other entities (“Constituents”).

1. Definitions.

Account: Bank Account or Card Account.

Account Holder: The owner of the Card or Bank Account to which a Transaction may apply.

Business Day: Any day other than Saturday, Sunday or Federal Holidays.

Card: Credit Card or Debit Card.

Chargeback: The procedure by which an Account Holder attempts to reverse the funding of a Transaction by contacting the Account Issuer to which the Transaction was performed.

Issuer: The bank or financial institution which issued the Account to the Constituent.

Downgrade: Any transaction that fails to qualify for the best level of Interchange qualification.

Payment Associations: MasterCard, Visa, Discover, American Express, NACHA and any applicable debit card networks.

Payment Processor: An entity which processes electronic financial transactions, including but not limited to ACH, Credit Card, Debit Card, into the appropriate network for each type of payment, on behalf of merchants.

Rule: Operating Rules which are established by the applicable Payment Associations.

Regulation: Any applicable Local, State and Federal Law.

Settlement Account: A checking or savings account at a financial institution designated by Agency as the account to be debited and credited by FORTE or Processor for any amounts owed as a result of any applicable Transactions.

Transaction: Electronic request submitted to FORTE to affect a Constituent’s Account.

Validation Code: The 3 or 4 digit security code printed on the signature panel of most Cards or on the top right of American Express Cards.

2. Use License.

Subject to the terms and conditions of this Agreement, FORTE hereby grants to Agency a non-exclusive and non-transferable license to access and use FORTE’s products and services contracted for and Agency hereby accepts such license and agrees to utilize and access the Services in accordance with the practices and procedures established by FORTE. Agency may use the Services (a) for its own internal business purposes and operations, and/or (b) as a service provided to its Constituents, unless otherwise notified by FORTE. No license or right to use, reproduce, translate, rearrange, modify, enhance, display, sell, lease, sublicense or otherwise distribute, transfer or dispose of any of FORTE’s Proprietary Property, as defined in Section 2 below, in whole or in part, is granted except as expressly provided by this Agreement. Neither Agency nor any of its affiliates shall reverse engineer, decompile or disassemble the Proprietary Property. Additionally, nothing in this Agreement shall be construed to provide Agency with a license of any third-party proprietary information or property.

3. Ownership.

All computer programs, trademarks, service marks, patents, copyrights, trade secrets, know-how, and other proprietary rights in or related to FORTE’s products and services (the “Proprietary

Property”), are and will remain the sole and exclusive property of FORTE, whether or not specifically recognized or perfected under applicable law. FORTE shall own all rights, title and interest, including all intellectual property rights, in and to any improvements to the existing FORTE products or services and/or any new programs, upgrades, modifications or enhancements developed by FORTE in connection with rendering any services to Agency (or any of its affiliates), even when refinements and improvements result from Agency’s request. To the extent, if any, that ownership in such refinements and improvements does not automatically vest in FORTE by virtue of this Agreement or otherwise, Agency hereby expressly transfers and assigns (and, if applicable, shall cause its affiliates to transfer and assign) to FORTE all rights, title, and interest which Agency or any of its affiliates may have in and to such refinements and improvements.

4. Confidentiality.

Agency acknowledges that the products, services and information relating to FORTE’s products and services (including without limitation these Terms and Conditions) contain confidential and proprietary information developed by, acquired by, or licensed to FORTE (the “Confidential Information”). Agency will take (and will cause its affiliates to take) all reasonable precautions necessary to safeguard the confidentiality of the Confidential Information. Neither Agency nor any of its affiliates will make any unauthorized use of the Confidential Information or disclose, in whole or in part, the Confidential Information to any individual or entity, except to those of Agency’s employees or affiliates who require access for Agency’s authorized use of the products or services and agree to comply with the use and nondisclosure restrictions applicable to the Confidential Information. This Section will not apply to Confidential Information that (i) was already available to the public at the time of disclosure, (ii) becomes generally known to the public after disclosure to the other party, through no fault of the other party, or (iii) is disclosed under force of law, governmental regulation or court order. Agency acknowledges that any unauthorized use or disclosure by it or any of its affiliates of the Confidential Information may cause irreparable damage to FORTE. As such, if FORTE becomes aware of Agency’s breach or threatened breach of this Section, FORTE may suspend any and all rights granted to Agency under these Terms and Conditions and shall be entitled to injunctive relief, without the need of posting a bond, in addition to all legal or equitable relief that may be available to FORTE.

5. Term and Termination

5.1 Term. This Agreement shall become effective upon the date this Agreement is executed by both parties and shall have an initial term of three (3) years. Thereafter, this Agreement will automatically renew for additional one (1) year terms unless either party provides written notice of its intent to terminate the Agreement no later than 90 days prior to the end of any term. Forte will provide Agency with notice of the automatic renewal at least 90 days’ prior to the renewal date.

5.2 Exclusivity.

During the term of this Agreement, Agency shall use FORTE as its exclusive provider of all Services.

5.3 Termination. In the event of a material breach of this Agreement by one party and failure to cure within thirty (30) days of receipt of written notice of the breach, the other party may terminate by providing written notice of termination. Additionally, FORTE may immediately terminate this Agreement without prior notice in the event that (i) there is a material adverse change to Agency or its financial condition; or (ii) Agency experiences excessive chargebacks; or (iii) Agency experiences an actual or suspected data security breach; or (iv) Agency violates any applicable Law, Rule or Regulation; or (v) termination is deemed necessary by FORTE to comply with any applicable Law, Rule or Regulation.

6. Transaction Processing

- 6.1 Accepting Transactions.** FORTE shall process Credit Card, Debit Card and ACH Transactions on the Agency's behalf on a 24-hour basis. Transactions which are received before the daily designated cut-off time will be originated for settlement through the corresponding Payment Network. Transactions which are received after the designated cut-off time will be included in the next business day's settlement processing.
- 6.1.1 Sale Transactions.** All Transactions sent to FORTE utilizing the "Sale" method will automatically be captured for settlement in time for the next designated cut-off time. Agency will be using sale transactions.
- 6.1.2 Auth/Capture Transactions.** If Agency opts to utilize an "Authorize" method rather than a "Sale" method for a Transaction, then it will be the responsibility of Agency to submit a corresponding "Capture" Transaction within 48 hours of the authorization in order to complete the Transaction process for settlement. Transactions which are not captured within 48 hours of Authorization are untimely and may be rejected by FORTE.
- 6.2 Transaction Format.** FORTE is responsible only for processing Transactions which are received and approved by FORTE in the proper format, as established by FORTE.
- 6.2.1 Card Not Present Transactions.** For card-based transactions in which the card is not present, Agency must obtain and include as part of the authorization request the 3 or 4 digit Validation Code and cardholder's billing address information.
- 6.3 Agency Account.** In order to provide transaction processing services, FORTE may need to establish one or more Agency Accounts on Agency's behalf or require Agency to establish a Agency Account with a provider pre-approved by FORTE.
- 6.4 Limited-Acceptance Agency.** If appropriately indicated on Agency's application attached hereto, Agency may be a limited-acceptance Agency, which means that Agency has elected to accept only certain Visa and MasterCard card types (i.e., consumer credit, consumer debit, and commercial cards) and must display appropriate signage to indicate the same. FORTE and its associated credit card Acquirer, Vantiv LLC ("Acquirer") have no obligation other than those expressly provided under the Operating Regulations and applicable law as they may relate to limited acceptance. Agency, and not FORTE or Acquirer, will be solely responsible for the implementation of its decision for limited acceptance, including but not limited to policing the card type(s) accepted at the point of sale.
- 6.5 Bona Fide Sales.** Agency shall only complete sales transactions produced as the direct result of bona fide sales made by Agency to cardholders, and is expressly prohibited from processing, factoring, laundering, offering, and/or presenting sales transactions which are produced as a result of sales made by any person or entity other than Agency, or for purposes related to financing terrorist activities.
- 6.6 Setting Limits on Transaction Amount.** Agency may set a minimum transaction amount to accept a card that provides access to a credit account, under the following conditions: i) the minimum transaction amount does not differentiate between card issuers; ii) the minimum transaction amount does not differentiate between MasterCard, Visa, or any other acceptance brand; and iii) the minimum transaction amount does not exceed ten dollars (or any higher amount established by the Federal Reserve). Agency may set a maximum transaction amount to accept a card that provides access to a credit account, under the following conditions: Agency is a i) department, agency or instrumentality of the U.S. government; ii) corporation owned or controlled by the U.S. government; or iii) Agency whose primary business is reflected by one of the following MCCs: 8220, 8244, 8249 –Schools, Trade or Vocational; and the maximum transaction amount does not differentiate between MasterCard, Visa, or any other acceptance brand.

- 6.7 Modifying Transactions.** Agency shall regularly and promptly review all Transactions and shall immediately notify FORTE upon discovery of any and all discrepancies between Agency's records, FORTE and Agency's bank, or with respect to any Transaction that Agency believes was made erroneously or without proper authorization. At Agency's request, FORTE will make reasonable efforts to reverse, modify, void or delete a Transaction after it has been submitted for settlement. All requests must be made in writing (electronic mail will be deemed as "in writing" for these purposes), signed or sent by an individual pre-authorized by Agency to make such requests and delivered to FORTE. Agency agrees that FORTE will not be held responsible for any losses, directly or indirectly, incurred by Agency or other third parties as a result of FORTE's inability to accomplish the request before the Transaction has been processed through the applicable Payment Network.
- 6.8 Delay or Rejection of Transactions.** FORTE may delay or reject any Transaction without prior notification to Agency which is improperly formatted, is untimely, is missing information which may cause it to downgrade or if FORTE has reason to believe such Transaction is fraudulent or improperly authorized or for any reason permitted or required under the Rules or Regulations. FORTE shall have no liability to Agency by reason of the rejection of any such Transaction.
- 6.9 Returned Items.** FORTE shall make available to Agency details related to the receipt of any Transaction that is returned unpaid or Transaction which is charged back and shall credit or charge such returned item to Agency's Settlement Account.
- 6.10 Chargebacks.** Agency acknowledges and agrees that it is bound by the Rules and Regulations of the Payment Associations with respect to any Chargeback. Agency understands that obtaining an authorization for any sale shall not constitute a guarantee of payment, and such sales can be returned or charged back to Agency like any other item hereunder. In the event a Transaction is charged back for any reason, the amount of such Transaction will be deducted from Agency's designated settlement account or any payment due to Agency.
- 6.11 Excessive Chargebacks.** Using limits established by Associations as a standard for review, FORTE reserves the right to suspend and/or terminate Agency's access to the Services should Agency's chargeback ratio exceed allowable limits in any given period. FORTE will make reasonable efforts to provide Agency with notice and a time to cure its excessive chargebacks prior to suspending or terminating Agency's access to the Services. Agency acknowledges and expressly authorizes FORTE, in compliance with Payment Association Rules and Regulations, to provide to the Payment Associations and applicable regulatory bodies, Agency's name and contact information as well as transaction details should Agency's chargeback ratio exceed the allowable limits in any given period.
- 6.12 Resubmitting Transactions.** Agency shall not re-submit any Transaction unless it is returned as (i) Insufficient funds (R01); or (ii) Uncollected funds (R09); or (iii) unless a new authorization is obtained from Constituent.
- 6.13 Settlement.** Settlement of Agency's funds for Transactions, less any Chargebacks or Returns, to Agency's designated settlement account will occur within 72 hours of Origination excluding weekends and US federal banking holidays. Settlement of Transactions will occur via electronic funds transfer over the ACH Network. Upon receipt of Agency's sales data for card transactions through FORTE's Services, Acquirer will process Agency's sales data to facilitate the funds transfer between the various Associations and Agency. After Acquirer receives credit for such sales data, Acquirer will fund Agency, either directly to the Agency-Owned Designated Account or through FORTE to an account designated by FORTE ("FORTE Designated Account"), at Acquirer's sole option, for such card transactions. Agency agrees that the deposit of funds to the FORTE Designated Account shall discharge Acquirer of its settlement obligation to Agency, and that any dispute regarding the receipt or amount of settlement shall be between FORTE and Agency. Acquirer will debit the FORTE

Designated Account for funds owed to Acquirer as a result of the Services provided hereunder, unless a Agency-owned account is otherwise designated below. Further, if a cardholder disputes a transaction, if a transaction is charged back for any reason, or if FORTE or Acquirer reasonably believe a transaction is unauthorized or otherwise unacceptable, the amount of such transaction may be charged back and debited from Agency if settled to Agency-owned account or debited from the FORTE Designated Account if settled to that account.

- 6.14 **Provisional and Final Payment.** Agency, Agency's third party senders (if applicable), and/or Agency's agent(s) understand and agree that Entries may be transmitted through the ACH network, that payment of an Entry by the RDFI to the Receiver is provisional until receipt by the RDFI of final settlement for such Entry, and that if such settlement is not received, then the RDFI will be entitled to a refund from the Receiver of the amount credited and Agency will not be deemed to have paid the Receiver the amount of the Entry. The rights and obligations of Agency concerning the Entry are governed by and construed in accordance with the laws of the state in which the processing ODFI is located, unless Agency and Forte have agreed that the laws of another jurisdiction govern their rights and obligations. Notwithstanding the foregoing, the Parties agree to venue in Greene County, NC for all matters arising under this Agreement.
- 6.15 **Reporting.** FORTE will make daily Origination and Deposit reports available to Agency on a 24/7 basis through the FORTE Internet-based Payments Gateway platform.

7. Transaction Authorization

- 7.1 **Constituent Authorization.** Agency shall obtain authorization from Constituent prior to requesting a Transaction to Constituent's account.
- 7.2 **Retention.** Agency shall retain proof of Constituent's authorization for a period of not less than two (2) years for standard transactions and for a period of five (5) years for health-related transactions from the authorization date or revocation of authorization date and shall provide such proof of authorization to FORTE upon request within five (5) business days of the request.
- 7.3 **Revoked Authorization.** Agency shall cease initiating Transactions to a Constituent's account immediately upon receipt of any actual or constructive notice of that Constituent's termination or revocation of authority. Agency may re-initiate Transactions to a Constituent's account only upon receiving new authorization from Constituent.

8. **Agency Prohibitions.** Agency must not i) require a cardholder to complete a postcard or similar device that includes the cardholder's account number, card expiration date, signature, or any other card account data in plain view when mailed, ii) add any tax to transactions, unless applicable law expressly requires that a Agency impose a tax (any tax amount, if allowed, must be included in the transaction amount and not collected separately), iii) request or use an account number for any purpose other than as payment for its goods or services, iv) disburse funds in the form of travelers checks if the sole purpose is to allow the cardholder to make a cash purchase of goods or services from Agency, v) disburse funds in the form of cash unless Agency is dispensing funds in the form of travelers checks, TravelMoney cards, or foreign currency (in such case, the transaction amount is limited to the value of the travelers checks, TravelMoney cards, or foreign currency, plus any commission or fee charged by the Agency), or Agency is participating in a cash back service, vi) submit any transaction receipt for a transaction that was previously charged back to the acquirer and subsequently returned to Agency, irrespective of cardholder approval, vii) accept a Visa consumer credit card or commercial Visa product issued by a U.S. issuer to collect or refinance an existing debt, viii) accept a card to collect or refinance an existing debit that has been deemed uncollectable by Agency, or ix) submit a transaction that represents collection of a dishonored check. Agency further agrees that, under no circumstance, will Agency store cardholder data in

violation of the Laws or the Operating Regulations including but not limited to the storage of track-2 data. Neither Agency nor its Agent shall retain or store magnetic-stripe data subsequent to the authorization of a sales transaction.

9. Authorization.

9.1 Agency authorizes FORTE to electronically debit and credit Agency's designated bank account(s) for any amounts owed to or by Agency in accordance to the terms of this Agreement.

9.2 If Agency uses the Services through or in conjunction with a third party service provider that is not a party to this Agreement, Agency authorizes FORTE to provide _____ ("Partner") with its FORTE merchant account information and credentials. If applicable, Agency authorizes Partner to originate transactions and receive the corresponding results on its behalf.

10. Constituent Disputes.

All disputes between Agency and its Constituent (s) relating to any Transaction processed under this Agreement will be settled by and between Agency and Constituent. Agency agrees that FORTE bears no responsibility or involvement in any such dispute.

11. Compliance with Laws, Rules and Regulations.

In performing its duties under this Agreement, each party agrees to comply with all applicable Rules, Regulations and Laws. Agency agrees to cooperate and provide information requested by FORTE to facilitate FORTE's compliance with any applicable Law, Rule or Regulation. Additionally, should a Payment Association or regulatory body impose a fee or fine on Agency for any violation of the Rules, Regulations or Laws by Agency, such fee or fine may be passed through Forte to Agency. Without limiting the foregoing, Agency agrees that it will fully comply with any and all confidentiality and security requirements of the USA Patriot Act (or similar law, rule or regulation), VISA, MasterCard, Discover, and/or Payment Associations, including but not limited to the Payment Card Industry Data Security Standard, the VISA Cardholder Information Security Program, the MasterCard Site Data Protection Program, and any other program or requirement that may be published and/or mandated by the Associations.

12. Pricing and Payment.

12.1 FORTE will provide the Services in accordance with the pricing fee schedule(s) attached hereto as Appendix A. Pricing schedules which utilize an Absorbed Fee Model will be billed to the Agency monthly in arrears and will automatically be debited from Agency's designated account via ACH Debit. Pricing schedules which utilize a Service Fee Model will result in a processing fee being charged to the Constituent in the form of a non-refundable service fee which is either (i) added to; or (ii) charged as a separate transaction to the Constituent at the time of payment.

12.2 Pricing schedules which utilize a flat service fee model are calculated based on historical or estimated transactional amount activity by Agency. In the event that experiential transaction activity varies significantly from the historical or estimated amounts, FORTE shall have the right to adjust the service fee in accordance to the experiential transaction activity.

12.3 FORTE's pricing is subject to the underlying fees established by the Payment Associations and its service providers. As such, in the event FORTE experiences an increase in cost for any processing services utilized by Agency during any term of this Agreement, FORTE will pass through the increases with no additional markup to Agency. FORTE will provide Agency a minimum of thirty (30) days notice of any change or adjustment in fees.

13. INTENTIONALLY DELETED.

14. Limits of Liability.

- 14.1 Neither party shall be liable to the other party or to any third party for any special, consequential, incidental or punitive damages of any kind or nature incurred in relation to this Agreement. FORTE's maximum liability hereunder for any claims whatsoever shall not exceed the greater of (i) \$50,000; or (ii) the total amount of all fees paid by Agency to FORTE during the three (3) month period preceding the origination of the claim giving rise to liability. The limitations of liability contained in this section shall apply without regard to whether other provisions of the Agreement have been breached or have proven ineffective.
- 14.2 FORTE shall not be held responsible for errors, acts or failures to act of others, including, and among other entities, banks, other processors, communications carriers or clearing houses through which Transactions may be originated or through which FORTE may receive or transmit information, and no such entity shall be deemed an agent of FORTE.
- 14.3 Should FORTE become aware that any of its technology is found to infringe upon the copyright, patent, trade secret or other proprietary right held by a third party, FORTE shall, at its own expense and in its sole discretion either procure for Agency the right to continue using the infringing technology; modify the infringing technology so it is no longer infringing without adversely affecting the technology's performance; or replace the infringing technology with other equivalent, non-infringing equipment or software without adversely affecting the technology's performance.

15. Representations and Warranties.

15.1 FORTE's Representations and Warranties.

- 15.1.1 FORTE represents and warrants to Agency that FORTE's agreement to provide its products and services to Agency and to perform the Services hereunder does not violate any agreement or obligation between FORTE and any third party.
- 15.1.2 To the best of FORTE's knowledge, no performance of its obligations hereunder infringe on any copyright, patent, trade secret or other proprietary right held by any third party.
- 15.1.3 When executed and delivered by FORTE, the agreement with Agency will constitute the legal, valid, and binding obligation of FORTE, enforceable in accordance with its terms.

15.2 Agency's Representations and Warranties.

- 15.2.1 Agency's agreement to license FORTE's products and services and to engage FORTE to perform the Services hereunder does not violate any agreement or obligation between Agency and any third party.
- 15.2.2 To the best of Agency's knowledge, neither any information delivered by Agency to Forte in support of this Agreement nor Agency's performance of its obligations hereunder infringe on any copyright, patent, trade secret or other proprietary right held by any third party.
- 15.2.3 None of the activities for which Agency has engaged the services of Forte shall violate any international, federal, state, or local law or regulation, including but not limited to laws relating to consumer non-public financial information.
- 15.2.4 When executed and delivered by Agency, the agreement with Forte will constitute the legal, valid, and binding obligation of Agency, enforceable in accordance with its terms.

16. Service Policy.

Except as otherwise specifically provided herein, Forte's products and services are provided hereunder "As Is" without warranty of any kind. Agency acknowledges and understands that

Forte does not warrant that the Services will be uninterrupted or error free and that Forte may occasionally experience delays or outages due to disruptions that are not within Forte's control. Any such interruption shall not be considered a breach of this Agreement by Forte. Forte shall use its best efforts to remedy any such interruption in service as quickly as possible.

17. Force Majeure.

Neither party shall be liable for, or be considered in breach of or default under the Agreement on account of any delay or failure to perform its obligations hereunder as a result of any causes or conditions that are beyond such party's reasonable control and that such party is unable to overcome through the exercise of commercially reasonable diligence. If any force majeure event occurs, the affected party shall give prompt written notice to the other party and shall use all commercially reasonable efforts to minimize the impact of the event.

18. Assignment.

The rights granted under this Agreement shall not be assigned by either party without the prior written consent of the other party, which shall not be unreasonably withheld.

19. Choice of Law and Venue.

This Agreement shall be governed by and construed in accordance with the internal laws of the state North Carolina.

20. Amendment.

Except as otherwise provided for herein, the terms and conditions of this Agreement shall not be modified or amended except in writing, signed by the parties hereto and specifically referring to this Agreement.

21. Publicity.

Neither party shall use the other party's name, logo or service marks in conjunction with a press release or advertisement without first obtaining written approval.

22. Notice.

Any notice required to be given by either party hereunder, shall be in writing and delivered personally to the other designated party, or sent by any commercially reasonable means of receipted delivery, addressed, to that party at the address most recently provided in writing. Either party may change the address to which notice is to be sent by written notice to the other under any provision of this paragraph.

Notices to Forte:

Forte Payment Systems
500 W. Bethany
Suite #200
Allen, TX 75013
Attn: General Counsel

Notices to Agency: **

23. Headings.

The headings contained in this Agreement are for convenience of reference only and shall not affect the meaning of any provision of this Agreement.

24. Severability.

Should any term, clause or provision herein be found invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be construed to most closely reflect the original intent of the parties.

25. Entire Agreement; Waiver; Counterparts.

This Agreement constitute the entire understanding of the parties, and revoke and supersede all prior agreements between the parties and are intended as a final expression of their agreement. Either party's waiver of any breach of any provision of this Agreement shall not be deemed a waiver of any subsequent breach of same or other provision. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by their respective organizations, have executed this Agreement as of the date set forth below.

Forte Payment Systems, Inc:

Agency:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**

Notice to Agency:

Greene County Manager, 229 Kingold Blvd. Suite D, Snow Hill, N.C. 28580

COPY TO: Greene County Finance Officer 229 Kingold Blvd., Suite D, Snow Hill, N.C. 28580

Greene County Tax Administrator, P. O. Box 482, Snow Hill, N.C. 28580

PAYMENT PROCESSING AGREEMENT

This Payment Processing Agreement (“Agreement”), including all exhibits and addendums hereto, is made by and between Forte Payment Systems, Inc. (“Forte”) a California corporation and _____ (“Agency”).

Forte and its affiliates provide payment processing services including Credit Card, Debit Card and Automated Clearing House (“ACH”) processing services (the “Services”) selected by the Agency who provides services to, or otherwise has a business relationship with, individuals and other entities (“Constituents”).

1. Definitions.

Account: Bank Account or Card Account.

Account Holder: The owner of the Card or Bank Account to which a Transaction may apply.

Business Day: Any day other than Saturday, Sunday or Federal Holidays.

Card: Credit Card or Debit Card.

Chargeback: The procedure by which an Account Holder attempts to reverse the funding of a Transaction by contacting the Account Issuer to which the Transaction was performed.

Issuer: The bank or financial institution which issued the Account to the Constituent.

Downgrade: Any transaction that fails to qualify for the best level of Interchange qualification.

Payment Associations: MasterCard, Visa, Discover, American Express, NACHA and any applicable debit card networks.

Payment Processor: An entity which processes electronic financial transactions, including but not limited to ACH, Credit Card, Debit Card, into the appropriate network for each type of payment, on behalf of merchants.

Rule: Operating Rules which are established by the applicable Payment Associations.

Regulation: Any applicable Local, State and Federal Law.

Settlement Account: A checking or savings account at a financial institution designated by Agency as the account to be debited and credited by FORTE or Processor for any amounts owed as a result of any applicable Transactions.

Transaction: Electronic request submitted to FORTE to affect a Constituent’s Account.

Validation Code: The 3 or 4 digit security code printed on the signature panel of most Cards or on the top right of American Express Cards.

2. Use License.

Subject to the terms and conditions of this Agreement, FORTE hereby grants to Agency a non-exclusive and non-transferable license to access and use FORTE’s products and services contracted for and Agency hereby accepts such license and agrees to utilize and access the Services in accordance with the practices and procedures established by FORTE. Agency may use the Services (a) for its own internal business purposes and operations, and/or (b) as a service provided to its Constituents, unless otherwise notified by FORTE. No license or right to use, reproduce, translate, rearrange, modify, enhance, display, sell, lease, sublicense or otherwise distribute, transfer or dispose of any of FORTE’s Proprietary Property, as defined in Section 2 below, in whole or in part, is granted except as expressly provided by this Agreement. Neither Agency nor any of its affiliates shall reverse engineer, decompile or disassemble the Proprietary Property. Additionally, nothing in this Agreement shall be construed to provide Agency with a license of any third-party proprietary information or property.

3. Ownership.

All computer programs, trademarks, service marks, patents, copyrights, trade secrets, know-how, and other proprietary rights in or related to FORTE’s products and services (the “Proprietary

Property”), are and will remain the sole and exclusive property of FORTE, whether or not specifically recognized or perfected under applicable law. FORTE shall own all rights, title and interest, including all intellectual property rights, in and to any improvements to the existing FORTE products or services and/or any new programs, upgrades, modifications or enhancements developed by FORTE in connection with rendering any services to Agency (or any of its affiliates), even when refinements and improvements result from Agency’s request. To the extent, if any, that ownership in such refinements and improvements does not automatically vest in FORTE by virtue of this Agreement or otherwise, Agency hereby expressly transfers and assigns (and, if applicable, shall cause its affiliates to transfer and assign) to FORTE all rights, title, and interest which Agency or any of its affiliates may have in and to such refinements and improvements.

4. Confidentiality.

Agency acknowledges that the products, services and information relating to FORTE’s products and services (including without limitation these Terms and Conditions) contain confidential and proprietary information developed by, acquired by, or licensed to FORTE (the “Confidential Information”). Agency will take (and will cause its affiliates to take) all reasonable precautions necessary to safeguard the confidentiality of the Confidential Information. Neither Agency nor any of its affiliates will make any unauthorized use of the Confidential Information or disclose, in whole or in part, the Confidential Information to any individual or entity, except to those of Agency’s employees or affiliates who require access for Agency’s authorized use of the products or services and agree to comply with the use and nondisclosure restrictions applicable to the Confidential Information. This Section will not apply to Confidential Information that (i) was already available to the public at the time of disclosure, (ii) becomes generally known to the public after disclosure to the other party, through no fault of the other party, or (iii) is disclosed under force of law, governmental regulation or court order. Agency acknowledges that any unauthorized use or disclosure by it or any of its affiliates of the Confidential Information may cause irreparable damage to FORTE. As such, if FORTE becomes aware of Agency’s breach or threatened breach of this Section, FORTE may suspend any and all rights granted to Agency under these Terms and Conditions and shall be entitled to injunctive relief, without the need of posting a bond, in addition to all legal or equitable relief that may be available to FORTE.

5. Term and Termination

5.1 Term. This Agreement shall become effective upon the date this Agreement is executed by both parties and shall have an initial term of three (3) years. Thereafter, this Agreement will automatically renew for additional one (1) year terms unless either party provides written notice of its intent to terminate the Agreement no later than 90 days prior to the end of any term. FORTE WILL GIVE WRITTEN NOTICE TO AGENCY 90 DAYS PRIOR TO AUTOMATIC RENEWAL.

5.2 Exclusivity.

During the term of this Agreement, Agency shall use FORTE as its exclusive provider of all Services.

5.3 Termination. In the event of a material breach of this Agreement by one party and failure to cure within thirty (30) days of receipt of written notice of the breach, the other party may terminate by providing written notice of termination. Additionally, FORTE may immediately terminate this Agreement without prior notice in the event that (i) there is a material adverse change to Agency or its financial condition; or (ii) Agency experiences excessive chargebacks; or (iii) Agency experiences an actual or suspected data security breach; or (iv) Agency violates any applicable Law, Rule or Regulation; or (v) termination is deemed necessary by FORTE to comply with any applicable Law, Rule or Regulation.

6. Transaction Processing

- 6.1 Accepting Transactions.** FORTE shall process Credit Card, Debit Card and ACH Transactions on the Agency's behalf on a 24-hour basis. Transactions which are received before the daily designated cut-off time will be originated for settlement through the corresponding Payment Network. Transactions which are received after the designated cut-off time will be included in the next business day's settlement processing.
- 6.1.1 Sale Transactions.** All Transactions sent to FORTE utilizing the "Sale" method will automatically be captured for settlement in time for the next designated cut-off time. (AGENCY WILL BE USING SALE TRANSACTIONS)
- 6.1.2 Auth/Capture Transactions.** If Agency opts to utilize an "Authorize" method rather than a "Sale" method for a Transaction, then it will be the responsibility of Agency to submit a corresponding "Capture" Transaction within 48 hours of the authorization in order to complete the Transaction process for settlement. Transactions which are not captured within 48 hours of Authorization are untimely and may be rejected by FORTE.
- 6.2 Transaction Format.** FORTE is responsible only for processing Transactions which are received and approved by FORTE in the proper format, as established by FORTE.
- 6.2.1 Card Not Present Transactions.** For card-based transactions in which the card is not present, Agency must obtain and include as part of the authorization request the 3 or 4 digit Validation Code and cardholder's billing address information.
- 6.3 Agency Account.** In order to provide transaction processing services, FORTE may need to establish one or more Agency Accounts on Agency's behalf or require Agency to establish a Agency Account with a provider pre-approved by FORTE.
- 6.4 Limited-Acceptance Agency.** If appropriately indicated on Agency's application attached hereto, Agency may be a limited-acceptance Agency, which means that Agency has elected to accept only certain Visa and MasterCard card types (i.e., consumer credit, consumer debit, and commercial cards) and must display appropriate signage to indicate the same. FORTE and its associated credit card Acquirer, Vantiv LLC ("Acquirer") have no obligation other than those expressly provided under the Operating Regulations and applicable law as they may relate to limited acceptance. Agency, and not FORTE or Acquirer, will be solely responsible for the implementation of its decision for limited acceptance, including but not limited to policing the card type(s) accepted at the point of sale.
- 6.5 Bona Fide Sales.** Agency shall only complete sales transactions produced as the direct result of bona fide sales made by Agency to cardholders, and is expressly prohibited from processing, factoring, laundering, offering, and/or presenting sales transactions which are produced as a result of sales made by any person or entity other than Agency, or for purposes related to financing terrorist activities.
- 6.6 Setting Limits on Transaction Amount.** Agency may set a minimum transaction amount to accept a card that provides access to a credit account, under the following conditions: i) the minimum transaction amount does not differentiate between card issuers; ii) the minimum transaction amount does not differentiate between MasterCard, Visa, or any other acceptance brand; and iii) the minimum transaction amount does not exceed ten dollars (or any higher amount established by the Federal Reserve). Agency may set a maximum transaction amount to accept a card that provides access to a credit account, under the following conditions: Agency is a i) department, agency or instrumentality of the U.S. government; ii) corporation owned or controlled by the U.S. government; or iii) Agency whose primary business is reflected by one of the following MCCs: 8220, 8244, 8249 –Schools, Trade or Vocational; and the maximum transaction amount does not differentiate between MasterCard, Visa, or any other acceptance brand.

- 6.7 Modifying Transactions.** Agency shall regularly and promptly review all Transactions and shall immediately notify FORTE upon discovery of any and all discrepancies between Agency's records, FORTE and Agency's bank, or with respect to any Transaction that Agency believes was made erroneously or without proper authorization. At Agency's request, FORTE will make reasonable efforts to reverse, modify, void or delete a Transaction after it has been submitted for settlement. All requests must be made in writing (electronic mail will be deemed as "in writing" for these purposes), signed or sent by an individual pre-authorized by Agency to make such requests and delivered to FORTE. Agency agrees that FORTE will not be held responsible for any losses, directly or indirectly, incurred by Agency or other third parties as a result of FORTE's inability to accomplish the request before the Transaction has been processed through the applicable Payment Network.
- 6.8 Delay or Rejection of Transactions.** FORTE may delay or reject any Transaction without prior notification to Agency which is improperly formatted, is untimely, is missing information which may cause it to downgrade or if FORTE has reason to believe such Transaction is fraudulent or improperly authorized or for any reason permitted or required under the Rules or Regulations. FORTE shall have no liability to Agency by reason of the rejection of any such Transaction.
- 6.9 Returned Items.** FORTE shall make available to Agency details related to the receipt of any Transaction that is returned unpaid or Transaction which is charged back and shall credit or charge such returned item to Agency's Settlement Account.
- 6.10 Chargebacks.** Agency acknowledges and agrees that it is bound by the Rules and Regulations of the Payment Associations with respect to any Chargeback. Agency understands that obtaining an authorization for any sale shall not constitute a guarantee of payment, and such sales can be returned or charged back to Agency like any other item hereunder. In the event a Transaction is charged back for any reason, the amount of such Transaction will be deducted from Agency's designated settlement account or any payment due to Agency.
- 6.11 Excessive Chargebacks.** Using limits established by Associations as a standard for review, FORTE reserves the right to suspend and/or terminate Agency's access to the Services should Agency's chargeback ratio exceed allowable limits in any given period. FORTE will make reasonable efforts to provide Agency with notice and a time to cure its excessive chargebacks prior to suspending or terminating Agency's access to the Services. Agency acknowledges and expressly authorizes FORTE, in compliance with Payment Association Rules and Regulations, to provide to the Payment Associations and applicable regulatory bodies, Agency's name and contact information as well as transaction details should Agency's chargeback ratio exceed the allowable limits in any given period.
- 6.12 Resubmitting Transactions.** Agency shall not re-submit any Transaction unless it is returned as (i) Insufficient funds (R01); or (ii) Uncollected funds (R09); or (iii) unless a new authorization is obtained from Constituent.
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Designated Account for funds owed to Acquirer as a result of the Services provided hereunder, unless a Agency-owned account is otherwise designated below. Further, if a cardholder disputes a transaction, if a transaction is charged back for any reason, or if FORTE or Acquirer reasonably believe a transaction is unauthorized or otherwise unacceptable, the amount of such transaction may be charged back and debited from Agency if settled to Agency-owned account or debited from the FORTE Designated Account if settled to that account.

- 6.14 **Provisional and Final Payment.** Agency, Agency's third party senders (if applicable), and/or Agency's agent(s) understand and agree that Entries may be transmitted through the ACH network, that payment of an Entry by the RDFI to the Receiver is provisional until receipt by the RDFI of final settlement for such Entry, and that if such settlement is not received, then the RDFI will be entitled to a refund from the Receiver of the amount credited and Agency will not be deemed to have paid the Receiver the amount of the Entry. The rights and obligations of Agency concerning the Entry are governed by and construed in accordance with the laws of the state in which the processing ODFI is located, unless Agency and Forte have agreed that the laws of another jurisdiction govern their rights and obligations. ALL VENUE WILL BE IN THE GREENE COUNTY COURT OF JUSTICE IN GREENE COUNTY, N.C.
- 6.15 **Reporting.** FORTE will make daily Origination and Deposit reports available to Agency on a 24/7 basis through the FORTE Internet-based Payments Gateway platform.

7. Transaction Authorization

- 7.1 **Constituent Authorization.** Agency shall obtain authorization from Constituent prior to requesting a Transaction to Constituent's account.
- 7.2 **Retention.** Agency shall retain proof of Constituent's authorization for a period of not less than two (2) years for standard transactions and for a period of five (5) years for health-related transactions from the authorization date or revocation of authorization date and shall provide such proof of authorization to FORTE upon request within five (5) business days of the request.
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8. **Agency Prohibitions.** Agency must not i) require a cardholder to complete a postcard or similar device that includes the cardholder's account number, card expiration date, signature, or any other card account data in plain view when mailed, ii) add any tax to transactions, unless applicable law expressly requires that a Agency impose a tax (any tax amount, if allowed, must be included in the transaction amount and not collected separately), iii) request or use an account number for any purpose other than as payment for its goods or services, iv) disburse funds in the form of travelers checks if the sole purpose is to allow the cardholder to make a cash purchase of goods or services from Agency, v) disburse funds in the form of cash unless Agency is dispensing funds in the form of travelers checks, TravelMoney cards, or foreign currency (in such case, the transaction amount is limited to the value of the travelers checks, TravelMoney cards, or foreign currency, plus any commission or fee charged by the Agency), or Agency is participating in a cash back service, vi) submit any transaction receipt for a transaction that was previously charged back to the acquirer and subsequently returned to Agency, irrespective of cardholder approval, vii) accept a Visa consumer credit card or commercial Visa product issued by a U.S. issuer to collect or refinance an existing debt, viii) accept a card to collect or refinance an existing debit that has been deemed uncollectable by Agency, or ix) submit a transaction that represents collection of a dishonored check. Agency further agrees that, under no circumstance, will Agency store cardholder data in

violation of the Laws or the Operating Regulations including but not limited to the storage of track-2 data. Neither Agency nor its Agent shall retain or store magnetic-stripe data subsequent to the authorization of a sales transaction.

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9. Authorization.

9.1 Agency authorizes FORTE to electronically debit and credit Agency's designated bank account(s) for any amounts owed to or by Agency in accordance to the terms of this Agreement.

9.2 If Agency uses the Services through or in conjunction with a third party service provider that is not a party to this Agreement, Agency authorizes FORTE to provide _____ ("Partner") with its FORTE merchant account information and credentials. If applicable, Agency authorizes Partner to originate transactions and receive the corresponding results on its behalf.

10. Constituent Disputes.

All disputes between Agency and its Constituent (s) relating to any Transaction processed under this Agreement will be settled by and between Agency and Constituent. Agency agrees that FORTE bears no responsibility or involvement in any such dispute.

11. Compliance with Laws, Rules and Regulations.

In performing its duties under this Agreement, each party agrees to comply with all applicable Rules, Regulations and Laws. Agency agrees to cooperate and provide information requested by FORTE to facilitate FORTE's compliance with any applicable Law, Rule or Regulation. Additionally, should a Payment Association or regulatory body impose a fee or fine on Agency for any violation of the Rules, Regulations or Laws by Agency, such fee or fine may be passed through Forte to Agency. Without limiting the foregoing, Agency agrees that it will fully comply with any and all confidentiality and security requirements of the USA Patriot Act (or similar law, rule or regulation), VISA, MasterCard, Discover, and/or Payment Associations, including but not limited to the Payment Card Industry Data Security Standard, the VISA Cardholder Information Security Program, the MasterCard Site Data Protection Program, and any other program or requirement that may be published and/or mandated by the Associations.

12. Pricing and Payment.

12.1 FORTE will provide the Services in accordance with the pricing fee schedule(s) attached hereto as Appendix A. Pricing schedules which utilize an Absorbed Fee Model will be billed to the Agency monthly in arrears and will automatically be debited from Agency's designated account via ACH Debit. Pricing schedules which utilize a Service Fee Model will result in a processing fee being charged to the Constituent in the form of a non-refundable service fee which is either (i) added to; or (ii) charged as a separate transaction to the Constituent at the time of payment.

12.2 Pricing schedules which utilize a flat service fee model are calculated based on historical or estimated transactional amount activity by Agency. In the event that experiential transaction activity varies significantly from the historical or estimated amounts, FORTE shall have the right to adjust the service fee in accordance to the experiential transaction activity.

12.3 FORTE's pricing is subject to the underlying fees established by the Payment Associations and its service providers. As such, in the event FORTE experiences an increase in cost for any processing services utilized by Agency during any term of this Agreement, FORTE will pass through the increases with no additional markup to Agency. FORTE will provide Agency a minimum of thirty (30) days notice of any change or adjustment in fees.

13. Indemnification. (IF POSSIBLE, OUR ATTORNEY WOULD PREFER THAT THIS ENTIRE PARAGRAPH BE REMOVED. IF THIS IS NOT POSSIBLE SEE THE INSERTION.

To the extent permitted by law, each party bears all responsibility for its own employees' actions while in its employ. To the extent permitted by law, Each party shall indemnify and hold the other party harmless from and against any and all claims, demands, actions, losses, damages, liabilities, expenses, expenditures, and costs including but not limited to attorneys' fees and other costs of defense, including settlement costs, that relate to or result from (i) any material breach of this Agreement, including but not limited to a breach of the party's representations and warranties contained herein; or (ii) any actual or alleged violation by the party of any applicable Law, Rule or Regulation.

14. Limits of Liability.

14.1 Neither party shall be liable to the other party or to any third party for any special, consequential, incidental or punitive damages of any kind or nature incurred in relation to this Agreement. FORTE's maximum liability hereunder for any claims whatsoever shall not exceed the greater of (i) \$50,000; or (ii) the total amount of all fees paid by Agency to FORTE during the three (3) month period preceding the origination of the claim giving rise to liability. The limitations of liability contained in this section shall apply without regard to whether other provisions of the Agreement have been breached or have proven ineffective.

14.2 FORTE shall not be held responsible for errors, acts or failures to act of others, including, and among other entities, banks, other processors, communications carriers or clearing houses through which Transactions may be originated or through which FORTE may receive or transmit information, and no such entity shall be deemed an agent of FORTE.

14.3 Should FORTE become aware that any of its technology is found to infringe upon the copyright, patent, trade secret or other proprietary right held by a third party, FORTE shall, at its own expense and in its sole discretion either procure for Agency the right to continue using the infringing technology; modify the infringing technology so it is no longer infringing without adversely affecting the technology's performance; or replace the infringing technology with other equivalent, non-infringing equipment or software without adversely affecting the technology's performance.

15. Representations and Warranties.

15.1 FORTE's Representations and Warranties.

15.1.1 FORTE represents and warrants to Agency that FORTE's agreement to provide its products and services to Agency and to perform the Services hereunder does not violate any agreement or obligation between FORTE and any third party.

15.1.2 To the best of FORTE's knowledge, no performance of its obligations hereunder infringe on any copyright, patent, trade secret or other proprietary right held by any third party.

15.1.3 When executed and delivered by FORTE, the agreement with Agency will constitute the legal, valid, and binding obligation of FORTE, enforceable in accordance with its terms.

15.2 Agency's Representations and Warranties.

15.2.1 Agency's agreement to license FORTE's products and services and to engage FORTE to perform the Services hereunder does not violate any agreement or obligation between Agency and any third party.

15.2.2 To the best of Agency's knowledge, neither any information delivered by Agency to Forte in support of this Agreement nor Agency's performance of its obligations

hereunder infringe on any copyright, patent, trade secret or other proprietary right held by any third party.

15.2.3 None of the activities for which Agency has engaged the services of Forte shall violate any international, federal, state, or local law or regulation, including but not limited to laws relating to consumer non-public financial information.

15.2.4 When executed and delivered by Agency, the agreement with Forte will constitute the legal, valid, and binding obligation of Agency, enforceable in accordance with its terms.

16. Service Policy.

Except as otherwise specifically provided herein, Forte's products and services are provided hereunder "As Is" without warranty of any kind. Agency acknowledges and understands that Forte does not warrant that the Services will be uninterrupted or error free and that Forte may occasionally experience delays or outages due to disruptions that are not within Forte's control. Any such interruption shall not be considered a breach of this Agreement by Forte. Forte shall use its best efforts to remedy any such interruption in service as quickly as possible.

17. Force Majeure.

Neither party shall be liable for, or be considered in breach of or default under the Agreement on account of any delay or failure to perform its obligations hereunder as a result of any causes or conditions that are beyond such party's reasonable control and that such party is unable to overcome through the exercise of commercially reasonable diligence. If any force majeure event occurs, the affected party shall give prompt written notice to the other party and shall use all commercially reasonable efforts to minimize the impact of the event.

18. Assignment.

The rights granted under this Agreement shall not be assigned by either party without the prior written consent of the other party, which shall not be unreasonably withheld.

19. Choice of Law and Venue. (this paragraph can be omitted with the language recommended in Section 6.14

This Agreement shall be governed by and construed in accordance with the internal laws of the state in which the party being sued is domiciled.

20. Amendment.

Except as otherwise provided for herein, the terms and conditions of this Agreement shall not be modified or amended except in writing, signed by the parties hereto and specifically referring to this Agreement.

21. Publicity.

Neither party shall use the other party's name, logo or service marks in conjunction with a press release or advertisement without first obtaining written approval.

22. Notice.

Any notice required to be given by either party hereunder, shall be in writing and delivered personally to the other designated party, or sent by any commercially reasonable means of receipted delivery, addressed, to that party at the address most recently provided in writing. Either party may change the address to which notice is to be sent by written notice to the other under any provision of this paragraph.

Notices to Forte:
Forte Payment Systems
500 W. Bethany
Suite #200
Allen, TX 75013
Attn: General Counsel

Notices to Agency: **

23. Headings.

The headings contained in this Agreement are for convenience of reference only and shall not affect the meaning of any provision of this Agreement.

24. Severability.

Should any term, clause or provision herein be found invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be construed to most closely reflect the original intent of the parties.

25. Entire Agreement; Waiver; Counterparts.

This Agreement constitute the entire understanding of the parties, and revoke and supersede all prior agreements between the parties and are intended as a final expression of their agreement. Either party's waiver of any breach of any provision of this Agreement shall not be deemed a waiver of any subsequent breach of same or other provision. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by their respective organizations, have executed this Agreement as of the date set forth below.

Forte Payment Systems, Inc:

Agency:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**

Notice to Agency:

Greene County Manager 229 Kingold Blvd. Suite D, Snow Hill, N.C. 28580

COPY TO : Greene County Finance Officer 229 Kingold Blvd., Suite D, Snow Hill, N.C. 28580

Greene County Tax Administrator, P. O. Box 482, Snow Hill, N.C. 28580

Commissioners
Brad Fields-- Chairman
Susan Blizzard -- Vice Chairman
Bennie Heath
Jerry Jones
James T. Shackelford, Jr.



County Manager
Kyle DeHaven

Finance Officer
Landon Price

F#

Home of the North Carolina Sweet Potato Festival

From: Kyle J. DeHaven, County Manager

Re: Administration; BA

Date: November 7, 2016

A Budget Amendment is needed to account for the increased cost in auditing services. Greene County was randomly selected by the State to have our LGERS audited for compliance. Barrow Parris and Davenport have already performed this audit at a charge of \$4000.

The associated BA is an increase in expenditure for auditing costs, offset by an increase in FBA.

Action Recommended:

Motion to approve the BA for increased audit costs due to a state mandated LGERS compliance audit

Board action is needed.

229 Kingold Blvd., Suite D • Snow Hill, NC 28580 • (252) 747-3446 • FAX (252) 747-3884
www.co.greene.nc.us

The mission of Greene County Government is to serve and improve the lives of all citizens by providing high-quality, cost-effective services in an open, professional and ethical environment

GREENE COUNTY

LINE ITEM TRANSFER/BUDGET AMENDMENT

Date: 11-2-16

Department: Admin

| LINE ITEM TRANSFER | | | | | |
|---------------------|---------------|---------------|---------------------|---------------|---------------|
| FROM | | | TO | | |
| <u>Account Name</u> | <u>Acct #</u> | <u>Amount</u> | <u>Account Name</u> | <u>Acct #</u> | <u>Amount</u> |
| | | | | | |
| | | | | | |
| | | | | | |
| Total | | - | Total | | - |

| BUDGET AMENDMENT | | | | | |
|---------------------|----------------|------------------------|---------------------|---------------|------------------------|
| REVENUES | | | EXPENDITURES | | |
| <u>Account Name</u> | <u>Acct #</u> | <u>Amount</u> | <u>Account Name</u> | <u>Acct #</u> | <u>Amount</u> |
| FB Approp. | 11-198-4398-00 | \$4,000. ⁰⁰ | PS-ACG | 11-411-551-00 | \$4,000. ⁰⁰ |
| | | | | | |
| | | | | | |
| Total | | \$4,000. ⁰⁰ | Total | | \$4,000. ⁰⁰ |

Explanation:

Requested by:

Approved by:



EDWARD L. BARROW, CPA
JAY A. PARRIS, CPA
L. DOCK DAVENPORT II, CPA

BARROW, PARRIS & DAVENPORT, P.A.
CERTIFIED PUBLIC ACCOUNTANTS
662 SUSSEX STREET
KINSTON, NORTH CAROLINA 28504-8319

MEMBERS
NORTH CAROLINA ASSOCIATION OF CERTIFIED PUBLIC ACCOUNTANTS
AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS

MAILING ADDRESS
POST OFFICE BOX 6069
KINSTON, NC 28501-0069
TELEPHONE: (252) 522-5200
FAX: (252) 523-6366

September 30, 2016

County of Greene
229 Kingold Blvd Suite A
Snow Hill, NC 28580

We are pleased to confirm our understanding of the services we are to provide for County of Greene.

We will examine the employee census data (or participant data) reported to the N.C. Department of State Treasurer for the Local Government Employees' Retirement System (LGERS) for the calendar year ended December 31, 2015. Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Accordingly, it will include tests of your records and other procedures we consider necessary to enable us to express an opinion as to whether your employee census data (or participant data) reported to the N.C. Department of State Treasurer for the Local Government Employees' Retirement System (LGERS) for the calendar year ended December 31, 2015 is presented, in all material respects, in conformity with the Local Government Employees' Retirement System (LGERS) guidelines and requirements. If, for any reason, we are unable to complete the examination, we will not issue a report as a result of this engagement.

The purpose of this report is solely to assist the Office of State Auditor in determining compliance with census data requirements in connection with their audit of the State's Comprehensive Annual Financial Report (CAFR). Accordingly, the report is not suitable for any other purpose.

Our engagement will not include a detailed inspection of every transaction and cannot be relied on to disclose all material errors, fraud, or other violations of laws or regulations, that may exist. However, we will inform you of any material errors or fraud that comes to our attention. We will also inform you of any other violations of laws or regulations that come to our attention, unless clearly inconsequential.

We understand that you will provide us with the basic information required for our examination and that you are responsible for the accuracy and completeness of that information. We may advise you about appropriate criteria or assist in the development of the subject matter, but the responsibility for the subject matter remains with you.

At the end of the engagement, we will require a representation letter from management. The attest documentation for this engagement is the property of Barrow, Parris & Davenport, P.A. and constitutes confidential information. However, we may be requested to make certain attest documentation available to the N.C. Department of the State Treasurer or the Office of the State Auditor pursuant to authority given to it by law or regulation. If requested, access to such attest documentation will be provided under the supervision of Barrow, Parris & Davenport, P.A. personnel. Furthermore, upon request, we may provide copies of selected attest documentation to the N.C. Department of the State Treasurer and the Office of the State Auditor. The N.C. Department of the State Treasurer and the Office of the State Auditor may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

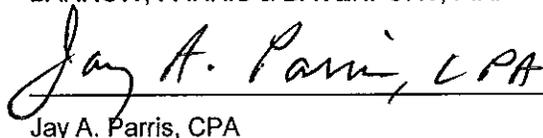
You are responsible for the presentation of employee census data (or participant data) reported to the N.C. Department of the State Treasurer for the Local Government Employees' Retirement System (LGERS) for the calendar year ended December 31, 2015 in accordance with the guidelines prescribed by the Local Government Employees' Retirement System (LGERS); and for selecting the criteria and determining that such criteria are appropriate for your purposes. You are responsible for assuming all management responsibilities and for overseeing the examination of employee census data (or participant data) reported to the N.C. Department of the State Treasurer for the Local Government Employees' Retirement System (LGERS) for the calendar year ended December 31, 2015 we provide by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience. You are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for the results of such services.

Jay A. Parris, CPA is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

We expect to begin our examination as soon as possible. We estimate that our fees for these services will range from \$3,500 to \$4,500. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the examination. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices for these fees will be rendered after our work has been completed. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

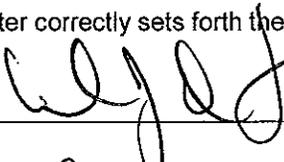
BARROW, PARRIS & DAVENPORT, P.A.



Jay A. Parris, CPA

RESPONSE:

This letter correctly sets forth the understanding of County of Greene.

By:  _____

Title: County Manager _____

Jay Parris

From: Sharon Edmundson <Sharon.Edmundson@nctreasurer.com>
Sent: Monday, February 29, 2016 11:57 AM
To: keithjoyce@joyceandcompanycpa.com; eburke@cbh.com; kfalls@efrcpa.com; greg@wilmingtontpsa.com; jbritt@spdouglas.com; dmullinix@gk-cpa.com; pbrhodes@ssmkillp.com; sheila@gbapllc.com; mthompson@cbh.com; Cristi.lewis@cohnreznick.com; chill@cbh.com; lou.cannon@mcgladrey.com; sduda@cbh.com; jbest@cricpa.com; pechurch@bellsouth.net; amcginnis@martinstarnes.com; winston@wwcecpa.com; jparris@bpdcpa.com; jmyers@northstate.net; John.Frank@dhgllp.com; osborne@dowdyosbornecpa.com; gary.ridgeway@mcgladrey.com; jennifer.lambeth@dhgllp.com; wgreene@greenecocpa.com; vance.holloman@apexnc.org; bwhitehorn@ashevillenc.gov; dianeh@ashevilleabc.com; townmanager@atlanticbeach-nc.com; financedirector@belhavennc.us; Tim.Flora@buncombcounty.org; sblinson@townofburgaw.com; preece@ci.burlington.nc.us; jackie@cantonnc.com; karen.mills@townofcary.org; hfranklin@cha-nc.org; amyers@cmlibrary.org; cwarren@cravencountync.gov; gquick@durhamcountync.gov; sblanchard@cityofec.com; h.taylor@fletchernc.org; kdoster@franklinnc.com; mrobinson@franklincountync.us; bryant.morehead@gastongov.com; steve.mcnally@granvillecounty.org; kdehaven@co.greene.nc.us; coxb@guil-randfire.com; heidi.lamay@hillsboroughnc.org; susan.robertson@co.iredell.nc.us; edavis@kannapolisnc.gov; beverly@kdhnc.com; findir@townoflakelure.com; ejp@lrcog.org; shellyf@medic911.com; lwurtzbacher@nhcgov.com; cmartin@nhabc.com; triggs@onwasa.com; janderson@townofpks.com; zhewett@cityofrandleman.com; gabric@southernpines.net; cwatson@spring-lake.org; jkirk@townofsurfcity.com; andrea.biddix@wpcog.org; jshepherd@wilkescounty.net; treese@wilson-co.com; lisas@cityofws.org

Cc: Preeta Nayak
Subject: 2016 LGERS Pension Attest Sample

Good morning all!

This email serves to notify you that your unit of government has been selected in the attest sample as part of the Office of State Auditor's work on auditing LGERS for purposes of complying with GASB Statements 67 and 68. Much more information will be emailed to you in the next few weeks but we know that many of you are in the process of finalizing contract arrangements and beginning audit planning for the year so we wanted to get this information out to you.

This will be the third year we have used this approach in the work necessary for Statements 67 and 68. All auditors and units that were in the groups selected in prior years viewed this work as a separate engagement, apart from the annual audit contract. We do not have a template agreement for this work and instead ask that you forward your engagement letters to us for this work. We will need to approve the attest document and sign off on invoices prior to units making payment on them, just as we do for other audit work.

We have copied the auditing firm of record for these units on this email. If you have changed auditors please make sure your new auditor knows that you are part of the testing sample this year. Auditors, if you have picked up new clients that are members of LGERS please be sure to ask them if they are in the sample, or check the list below. We will be publishing the list on our website as well.

Again, more information will be forthcoming, including more detailed guidance and a sample attest report.

The list of units selected for the sample is as follows:

APEX
ASHEVILLE
ASHEVILLE ABC BOARD
ATLANTIC BEACH

BELHAVEN
BUNCOMBE COUNTY
BURGAW

BURLINGTON

CANTON
CARY
CHARLOTTE HOUSING AUTHORITY
CHARLOTTE MECKLENBURG PUBLIC LIBRARY
CRAVEN COUNTY
DURHAM COUNTY
ELIZABETH CITY
FLETCHER
FRANKLIN (TOWN)

FRANKLIN COUNTY

GASTON COUNTY

GRANVILLE COUNTY

GREENE COUNTY
GUIL-RAND FIRE DEPARTMENT
HILLSBOROUGH
IREDELL COUNTY
KANNAPOLIS
KILL DEVIL HILLS
LAKE LURE

LUMBER RIVER COUNCIL OF GOVERNMENTS

MECKLENBURG EMER MED SVCS AGCY
NEW HANOVER COUNTY
NEW HANOVER COUNTY ABC BOARD
ONslow WATER & SEWER AUTHORITY
PINE KNOLL SHORES
RANDLEMAN
SOUTHERN PINES

SPRING LAKE

SURF CITY
WESTERN PIEDMONT COUNCIL OF GVMTS
WILKES COUNTY
WILSON COUNTY

WINSTON-SALEM

Sharon Edmundson, MPA, CPA
Director, Fiscal Management Section
State and Local Government Finance Division
Phone:(919) 814-4289
Fax:(919) 855-5812

North Carolina 
Department of State Treasurer
Janet Cowell, State Treasurer

Longleaf Building
3200 Atlantic Avenue, Raleigh, NC 27604
www.NCTreasurer.com



E-mail correspondence to and from this address may be subject to the North Carolina Public Records Law. It may be subject to monitoring and disclosed to third parties, including law enforcement personnel, by an authorized state official.
IMPORTANT: When sending confidential or sensitive information, encryption should be used.

2441

BARROW, PARRIS & DAVENPORT, P.A.
CERTIFIED PUBLIC ACCOUNTANTS
POST OFFICE BOX 6069
KINSTON, NORTH CAROLINA 28501-0069

PHONE: (252) 522-5200

OCTOBER 7, 2016

COUNTY OF GREENE
229 KINGGOLD BLVD, SUITE A
SNOW HILL, NC 28580

FOR PROFESSIONAL SERVICES:

IN CONNECTION WITH EXAMINATION ENGAGEMENT IN ACCORDANCE
WITH AT SECTION 101 STANDARDS REGARDING CENSUS DATA
REPORTED TO THE NC STATE TREASURER FOR THE CALENDAR YEAR
ENDED DECEMBER 2015.

TOTAL AMOUNT DUE

\$4,000



FINANCE CHARGE OF 1 1/2% PER MONTH (18% APR) WILL BE
ADDED TO UNPAID BALANCE AFTER 30 DAYS.

Commissioners
Brad Fields– Chairman
Susan Blizzard – Vice Chairman
Bennie Heath
Jerry Jones
James T. Shackelford, Jr.



County Manager
Kyle DeHaven

Finance Officer
Landon Price

F6

Home of the North Carolina Sweet Potato Festival

From: Kyle J. DeHaven, County Manager

Re: Resolution; Water Systems Capital Project Budget Ordinance Amendment

Date: November 7, 2016

Attached is a Resolution containing a Water Systems Capital Project budget Ordinance Amendment. This Budget Ordinance Amendment contains a request for compensation for services provided by the engineer, payable through liquidated damages.

Action Recommended:

Motion to approve the Budget Ordinance Amendment for project 1H of the Water Systems Improvement plan

Board action is needed.

229 Kingold Blvd., Suite D • Snow Hill, NC 28580 • (252) 747-3446 • FAX (252) 747-3884
www.co.greene.nc.us

The mission of Greene County Government is to serve and improve the lives of all citizens by providing high-quality, cost-effective services in an open, professional and ethical environment

REQUEST TO BE ON THE AGENDA FOR THE GREENE COUNTY BOARD OF COMMISSIONERS

BOARD MEETING YOU WISH TO PRESENT: November 7, 2016

TOPIC(S) TO BE PRESENTED: Water System Improvements - Phase 1H, Project
Budget Ordinance Amendment

PRESENTER'S NAME: Andrew Parker

PRESENTER'S MAILING ADDRESS: McDavid Associates, Inc., P.O. Drawer 49,
Farmville, NC 27828

PHONE #: (252) 753-2139 FAX #: (252) 753-7220

PRESENTER'S EMAIL ADDRESS: atp@mcdavid-inc.com

THE GREENE COUNTY BOARD OF COMMISSIONERS MEET ON THE 1ST AND 3RD MONDAYS AT 7:00 P.M. EVERY MONTH EXCEPT MONDAY HOLIDAYS, WHEN THE MEETING IS USUALLY HELD ON THE FOLLOWING TUESDAY.

EVERY EFFORT IS MADE TO COMPLETE THE AGENDA BEFORE 10:00 A.M. ON THE THURSDAY BEFORE THE MEETING.

EVERY PRESENTER LISTED ON THE AGENDA WILL BE MAILED OR EMAILED A COPY OF THE AGENDA AS A REMINDER OF THEIR SCHEDULED PRESENTATION AND/OR REQUEST. IF THE PRESENTER WANTS TO PROVIDE HANDOUTS TO THE BOARD PRIOR TO THE MEETING, THE MATERIAL(S) MUST BE RECEIVED BY THE GREENE COUNTY MANAGER'S OFFICE NO LATER THAN 12:00 NOON OF THE WEDNESDAY PRIOR TO THE MEETING.

IN ORDER TO BE LISTED ON THE AGENDA PRESENTER'S MAY:

- CALL (252) 747-3446 OR (252) 747-2866
- EMAIL kmooring@co.greene.nc.us
- MAIL OR DELIVER TO GREENE COUNTY OFFICE COMPLEX, COUNTY MANGER'S OFFICE 229 KINGOLD BLVD., SUITE D, SNOW HILL, NC 28580.



RESOLUTION NO. _____
AMENDING CAPITAL PROJECT BUDGET ORDINANCE
FOR
WATER SYSTEM IMPROVEMENTS - PHASE 1H
GREENE COUNTY
NOVEMBER 7, 2016

- WHEREAS,** Greene County desires to construct water system improvements consisting of 6", 8", and 12" diameter water transmission lines, one chemical feed station and one valve station within the eastern and southern portions of Greene County, said project identified as Phase 1H; and
- WHEREAS,** Greene County accepted a funding offer from the North Carolina Department of Environment and Natural Resources, Public Water Supply Section (PWSS) in the amount of \$3,000,000.00, consisting of \$2,400,000.00 grant and \$600,000.00 loan at an interest rate of 0% for 20 years to fund a portion of Phase 1H, said portion is being constructed in Contract No. 14 - Water Transmission Lines; and
- WHEREAS,** Greene County accepted a supplemental loan offer from the North Carolina Department of Environment and Natural Resources, Public Water Supply Section (PWSS) in the amount of \$290,000.00 at an interest rate of 0% for 20 years to fund a portion of Phase 1H, Contract No. 14 - Water Transmission Lines installing 6" water line through Ormondsville; and
- WHEREAS,** Greene County accepted a funding offer from USDA-RD in the amount of \$4,063,000.00, consisting of \$1,276,000.00 grant and \$2,787,000.00 loan at an interest rate of 3.25% for 40 years to fund the remaining portion of Phase 1H, said portion to be constructed in Contract No. 15 - Water Transmission Lines and CFS; and
- WHEREAS,** Contract No. 14 - Water Transmission Lines was awarded to Tony E. Hawley Construction Company, Inc. for the bid negotiated amount of \$2,406,477.00 on June 2, 2014; and
- WHEREAS,** Contract No. 14 - Change Order No. 1, which authorized clearing a wooded area at the Chemical Feed Station G7 site and contract quantity adjustments for a decrease in the contract price by \$1,114.00 was approved by the Board on October 6, 2014; and
- WHEREAS,** Contract No. 14 - Change Order No. 2, which authorized relocation of approximately 260 LF of an existing Greene County 8" water line that was in conflict with the proposed 12" water line and contract quantity adjustments for a decrease in the contract price by \$100.00, was approved by the Board on October 20, 2014; and
- WHEREAS,** Contract No. 14 - Change Order No. 3, which authorized installation of a portion of 12" water transmission line removed during bid negotiation, installation of a portion of the CFS G7 site piping for flushing purposes, removal of the 6" water line through Ormondsville, and contract quantity adjustment for an increase in the contract price by \$159,780.46, was approved by the Board on May 4, 2015; and
- WHEREAS,** Contract No. 14 - Change Order No. 4, which authorized installation of a portion of 6" water line through Ormondsville removed by Change Order No. 3 for an increase in the contract price by \$238,170.00 and a time extension of 90 days, was approved by the Board on June 15, 2015; and

WHEREAS, Contract No. 14 - Change Order No. 5, which authorized installation of ductile iron pipe and nitrile gaskets through petroleum contaminated soil at the intersection of NC 903 and Ormondsville Road and contract quantity adjustments for an increase in contract price by \$19,580.00 was approved by the Board on October 5, 2015; and

WHEREAS, Contract No. 14 – Change Order No. 6-Final, which authorized a transfer of approximately 1,236 LF of 12” water transmission line, valves, fittings, hydrant and appurtenances from Contract No. 15 to Contract No. 14 and other contract quantity adjustments for an increase in contract price by \$65,154.44 and a construction contract time extension of 4 days, was approved by the Board on August 1, 2016; and

WHEREAS, Tony E. Hawley Construction Company, Inc. has completed Contract No. 14 - Water Transmission Lines and the contract closeout documents have been sent to the funding agency for review and approval; and

WHEREAS, Tony E. Hawley Construction Company, Inc. took 333 days beyond the actual substantial completion date of November 16, 2015 (October 14, 2016) to complete all work and be considered ready for final payment; and

WHEREAS, The Engineer provided Construction Administration and Observation from November 16, 2015 through October 14, 2016 and requests compensation for services provided, said services to be paid for by Greene County through collection of liquidated damages.

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

That the attached Capital Project Budget Ordinance is hereby amended and adopted; and

That the Chairman and/or County Manager are authorized to execute all related documents.

Adopted this the 7th day of November, 2016.

Brad Fields, Chairman
Greene County

(SEAL)

ATTEST:

Kyle J. DeHaven, Clerk to the Board

**COUNTY OF GREENE
WATER SYSTEM IMPROVEMENTS - PHASE 1H
November 7, 2016**

| | | <u>ADOPTED BUDGET August 1, 2016</u> | <u>CHANGES</u> | <u>AMENDED BUDGET November 7, 2016</u> |
|---|---|--|---------------------|--|
| <u>REVENUES</u> | | | | |
| <u>REVENUES - PWS Eligible</u> | | | | |
| 48-210-433510 | PWS DWSRF Loan | \$ 890,000.00 | \$ 0.00 | \$ 890,000.00 |
| 48-210-433520 | PWS DWSRF Loan Forgiveness | \$ 2,400,000.00 | \$ 0.00 | \$ 2,400,000.00 |
| 48-210-433560 | Sales Tax Refund - Restricted | \$ 77,385.08 | \$ 0.00 | \$ 77,385.08 |
| 48-210-433590 | Owner Contribution from Fund 40-210-439998 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 48-210-433591 | Interim Financing from Fund 40-210-439998 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| | SUBTOTAL - PWS Eligible Revenues | \$ 3,367,385.08 | \$ 0.00 | \$ 3,367,385.08 |
| <u>REVENUES - Non-PWS Eligible</u> | | | | |
| 48-211-434590 | Owner Contribution from Fund 40-210-439998 | \$ 114,005.98 | \$ 0.00 | \$ 114,005.98 |
| 48-211-434595 | Interest Earned | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 48-211-434599 | Liquidated Damages | \$ 2,819.00 | \$ 23,420.25 | \$ 26,239.25 |
| | SUBTOTAL - Non-PWS Eligible Revenues | \$ 116,824.98 | \$ 23,420.25 | \$ 140,245.23 |
| | SUBTOTAL - PWS & NON-PWS ELIGIBLE REVENUES | \$ 3,484,210.06 | \$ 23,420.25 | \$ 3,507,630.31 |
| <u>REVENUES - USDA Eligible</u> | | | | |
| 48-210-435510 | USDA - RD Loan Income (BAN Proceeds) | \$ 2,787,000.00 | \$ 0.00 | \$ 2,787,000.00 |
| 48-210-435511 | USDA - RD Supplemental Loan | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 48-210-435520 | USDA - RD Grant Income | \$ 1,276,000.00 | \$ 0.00 | \$ 1,276,000.00 |
| 48-210-435521 | USDA - RD Supplemental Grant | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 48-210-435560 | Sales Tax Refund | \$ 150,000.00 | \$ 0.00 | \$ 150,000.00 |
| 48-210-435590 | Owner Contribution From Fund 40-210-439998 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 48-210-435591 | Interim Financing Loan From Fund 40-210-439998 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 48-210-435595 | Interest on BAN Investments | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| | SUBTOTAL - USDA Eligible Revenues | \$ 4,213,000.00 | \$ 0.00 | \$ 4,213,000.00 |
| | SUBTOTAL - USDA ELIGIBLE REVENUES | \$ 4,213,000.00 | \$ 0.00 | \$ 4,213,000.00 |
| | TOTAL PROJECT REVENUES | \$ 7,697,210.06 | \$ 23,420.25 | \$ 7,720,630.31 |

| | | ADOPTED BUDGET August 1, 2016 | CHANGES | AMENDED BUDGET November 7, 2016 |
|---|---|-------------------------------------|---------------------|---------------------------------------|
| <u>EXPENSES</u> | | | | |
| <u>EXPENSES - PWS Eligible</u> | | | | |
| 48-910-543513 | Contract No. 14 - Water Transmission Lines | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| | - WTL from EST 3 to CFS G7 | \$ 1,600,165.44 | \$ 0.00 | \$ 1,600,165.44 |
| | - WTL from CFS G7 to CN15 Tie-in | \$ 557,539.57 | \$ 0.00 | \$ 557,539.57 |
| | - PWS Non Eligible Portion of 12" | \$ (114,005.98) | \$ 0.00 | \$ (114,005.98) |
| | - 8" WL Along Brick Kitchen Road | \$ 464,476.52 | \$ 0.00 | \$ 464,476.52 |
| | - 6" WL Through Ormondsville | \$ 265,766.37 | \$ 0.00 | \$ 265,766.37 |
| | SUBTOTAL - Construction | \$ 2,773,941.92 | \$ 0.00 | \$ 2,773,941.92 |
| <u>Step I & II - Planning and Engineering Design</u> | | | | |
| 48-910-583501 | Basic Engineering Fees | \$ 255,058.43 | \$ 0.00 | \$ 255,058.43 |
| 48-910-583521 | Advertisement | \$ 939.73 | \$ 0.00 | \$ 939.73 |
| 48-910-583531 | Printing | \$ 3,801.96 | \$ 0.00 | \$ 3,801.96 |
| 48-910-583541 | Permit Application Fees | \$ 1,370.00 | \$ 0.00 | \$ 1,370.00 |
| <u>Step III - Engineering Services During Construction</u> | | | | |
| 48-910-583551 | Construction Administration | \$ 296,157.00 | \$ 0.00 | \$ 296,157.00 |
| 48-910-583552 | Additional Services by Engineer | \$ 6,640.04 | \$ 0.00 | \$ 6,640.04 (1) |
| Non-Technical Administration | | | | |
| 48-910-583561 | - Soil Testing - Geotechnical | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 48-910-583571 | - Legal | \$ 376.00 | \$ 0.00 | \$ 376.00 |
| 48-910-583572 | - Land/Easement Acquisition | \$ 4,100.00 | \$ 0.00 | \$ 4,100.00 |
| 48-910-583573 | - Appraisals | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| <u>Other</u> | | | | |
| 48-910-583581 | - Repay Interim Financing Loan to 40-210-439998 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 48-910-583585 | - PWS Closing Fee | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 48-910-582401 | - Funding Assistance | \$ 25,000.00 | \$ 0.00 | \$ 25,000.00 |
| 48-910-583598 | - Contingency | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| | SUBTOTAL - PWS Eligible Expenses | \$ 3,367,385.08 | \$ 0.00 | \$ 3,367,385.08 |
| <u>EXPENSES - Non-PWS Eligible</u> | | | | |
| 48-911-584501 | Funding Assistance | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 48-911-584502 | PWS Non Eligible Portion of 12" | \$ 114,005.98 | \$ 0.00 | \$ 114,005.98 |
| 48-911-584503 | Construction Admin/Observ 11/5/15 - 11/16/15 | \$ 2,819.00 | \$ 0.00 | \$ 2,819.00 |
| 48-911-584504 | Construction Admin/Observ . 12/17/15 - 10/14/16 | \$ 0.00 | \$ 23,420.25 | \$ 23,420.25 |
| | SUBTOTAL - Non-PWS Eligible Expenses | \$ 116,824.98 | \$ 23,420.25 | \$ 140,245.23 |
| | SUBTOTAL - PWS & NON-PWS ELIGIBLE EXPENSES | \$ 3,484,210.06 | \$ 23,420.25 | \$ 3,507,630.31 |

| | | ADOPTED BUDGET <u>August 1, 2016</u> | CHANGES | AMENDED BUDGET <u>November 7, 2016</u> |
|--|--|--|----------------|--|
| <u>EXPENSES - USDA Eligible</u> | | | | |
| 48-910-545513 | Contract No. 14 - Water Transmission Lines | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 48-910-545514 | Contract No. 15 - Water Transmission Lines & Station | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| | - Chemical Feed Station G7 | \$ 1,547,635.00 | \$ 0.00 | \$ 1,547,635.00 |
| | - Valve Station G1 | \$ 808,810.00 | \$ 0.00 | \$ 808,810.00 |
| | - SCADA and Existing PCP Modifications | \$ 222,000.00 | \$ 0.00 | \$ 222,000.00 |
| | - WTL from Lodge Hall Road to NC 58 | \$ 538,208.50 | \$ 0.00 | \$ 538,208.50 |
| | - WTL from NC 58 to CN14 Tie-in | \$ 477,828.17 | \$ 0.00 | \$ 477,828.17 |
| | SUBTOTAL - Construction | \$ 3,594,481.67 | \$ 0.00 | \$ 3,594,481.67 |
| 48-910-585501 | Preliminary Engineering Report | \$ 15,000.00 | \$ 0.00 | \$ 15,000.00 |
| 48-910-585502 | Basic Engineering Fees | \$ 140,840.00 | \$ 0.00 | \$ 140,840.00 |
| 48-910-585504 | Inspection | \$ 115,708.00 | \$ 0.00 | \$ 115,708.00 |
| 48-910-585521 | Advertisement | \$ 1,000.00 | \$ 0.00 | \$ 1,000.00 |
| 48-910-585531 | Printing | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 48-910-585541 | Reimbursable (Permit Fees) | \$ 1,000.00 | \$ 0.00 | \$ 1,000.00 |
| | Additional Services Engineering Fees | | | |
| 48-910-585551 | - Environmental Report | \$ 5,000.00 | \$ 0.00 | \$ 5,000.00 |
| 48-910-585552 | - Survey (Land Acquisition) | \$ 4,250.00 | \$ 0.00 | \$ 4,250.00 |
| 48-910-585553 | - Land Acquisition Negotiation | \$ 10,750.00 | \$ 0.00 | \$ 10,750.00 |
| 48-910-585554 | - Coordination with USACOE | \$ 1,000.00 | \$ 0.00 | \$ 1,000.00 |
| 48-910-585555 | - Geotechnical | \$ 15,000.00 | \$ 0.00 | \$ 15,000.00 |
| 48-910-585556 | - Construction Phase Eng During 12-Day Time Ext. | \$ 2,247.50 | \$ 0.00 | \$ 2,247.50 |
| | Administration | | | |
| 48-910-585561 | - Buy American - ARRA | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 48-910-585562 | - Job Creation - ARRA | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 48-910-585563 | - DBE Review/Monitoring - ARRA | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 48-910-585564 | - Davis Bacon - ARRA | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 48-911-586501 | - Funding Assistance | \$ 25,000.00 | \$ 0.00 | \$ 25,000.00 |
| 48-911-586502 | - Project Administration | \$ 25,000.00 | \$ 0.00 | \$ 25,000.00 |
| 48-911-586503 | - Grant Administration | \$ 25,000.00 | \$ 0.00 | \$ 25,000.00 |

| | ADOPTED BUDGET August 1, 2016 | CHANGES | AMENDED BUDGET November 7, 2016 |
|---|-------------------------------------|---------------------|---------------------------------------|
| 48-910-585571 Legal | \$ 30,000.00 | \$ 0.00 | \$ 30,000.00 |
| 48-910-585572 Land/Easements | \$ 55,000.00 | \$ 0.00 | \$ 55,000.00 (2) |
| 48-910-585581 Repay Interim Financing Loan to 40-210-439998 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 48-910-585582 Int Expense | \$ 30,000.00 | \$ 0.00 | \$ 30,000.00 |
| 48-910-585598 Contingency | \$ <u>116,722.83</u> | \$ <u>0.00</u> | \$ <u>116,722.83</u> |
| SUBTOTAL - USDA Eligible Expenses | \$ 4,213,000.00 | \$ 0.00 | \$ 4,213,000.00 |
| SUBTOTAL - USDA ELIGIBLE EXPENSES | \$ 4,213,000.00 | \$ 0.00 | \$ 4,213,000.00 |
| TOTAL PROJECT EXPENSES | \$ 7,697,210.06 | \$ 23,420.25 | \$ 7,720,630.31 |

(1) PWS Additional Services by Engineer include the following:

| | |
|------------------------|--------------------|
| - Land Survey Costs | \$ 2,005.04 |
| - Easement Preparation | \$ <u>4,635.00</u> |
| | \$ 6,640.04 |

(2) Current land purchases include the following:

| | |
|------------------------------|---------------------|
| - Chemical Feed Station Site | \$ 24,823.72 |
| - Valve Station Site | \$ <u>13,566.41</u> |
| | \$ 38,390.13 |