



# FRANKLIN COUNTY BOARD OF COMMISSIONERS

Monday  
October 19, 2020

Due to the COVID-19 pandemic, the meeting will be held solely by electronic means. Please see below for detail.

---

The public will not be allowed to physically attend this meeting; however, the meeting will be livestreamed on YouTube at <http://franklincounty.today>. Citizens may also view or listen to the meeting via Zoom.

### Join Zoom Meeting

<https://us02web.zoom.us/j/81639658146>

### Join Via Telephone

1-301-715-8592

1-312-626-6799

Webinar ID: 816 3965 8146

---

6:55 P.M. - Season of Prayer - Commissioner Harry Foy

7:00 P.M. - Official Meeting Begins - Call to Order

Pledge of Allegiance

Roll Call – Chairman Sidney Dunston

*Please note each vote  
requires a roll call vote*

## I. CONSENT AGENDA

- A. October 5, 2020 Minutes
- B. Releases, Adjustments, Refunds and Tax Collection Rate
- C. Budget Ordinance Amendment #5 (Pursuant to North Carolina General Statute 159-15, the County Finance Officer is requesting a budget ordinance amendment in the amount of \$72,923 pertaining to the General Fund operations of the County and \$1,078,010 pertaining to the Water and Sewer Enterprise Fund operations of the County.)
- D. Sheriff's Office Copier Lease with Document Systems, Inc. (authorize County Manager to execute multiyear contract)
- E. Animal Shelter Copier Lease with Document Systems, Inc. (authorize County Manager to execute multiyear contract)
- F. Forgiving Library Fines due to COVID Pandemic
- G. Library Hotspot Lending Fees and Agreement
- H. Addendum to Tax Collection Agreement with Town of Franklinton

2. COMMENTS FROM THE PUBLIC

This is the time set aside by the Board of Commissioners to allow individuals to address the Board on issues concerning the county.

Members of the public who would like to make public comments MUST register by emailing [publiccomments@franklincountync.us](mailto:publiccomments@franklincountync.us) before 12:00 pm (noon) on Monday, October 19, 2020. You must include your name, address, comment topic, phone number you will be calling from and email address. You will be recognized (by video or phone call using the instructions listed at the beginning of this agenda) for comments in the order that you registered. The time limit for each speaker shall be five minutes with a total time limit set aside for informal public comments totaling 30 minutes. Vulgarity and abusive comments will not be tolerated.

3. PUBLIC HEARING – INCENTIVE REQUEST

On October 5, 2020, the Board conducted a public hearing regarding the expansion of and request for an incentive for North Carolina Turf Care located at 321 N. Nassau St. in Youngsville. No comments were received within 24 hours following the hearing.

**ACTION REQUESTED:** Consider approval of incentive request.

4. SPECIAL RECOGNITION

5. UPDATE: COVID-19

Health Director Scott LaVigne will provide an update on the pandemic.

**ACTION REQUESTED:** None.

6. FALLS LAKE NUTRIENT MANAGEMENT STRATEGY, STAGE II RULES

Forest Westall, Executive Director of the Upper Neuse River Basin Association (UNRBA) will provide a presentation on requirements set forth within the Falls Lake Nutrient Management Strategy.

**ACTION REQUESTED:** Consider allowing staff to proceed with discussions for an Interim Alternative Implementation Approach (IAIA) and subsequent Interlocal Agreement which will be subject to Board of Commissioner approval to address Stage II requirements.

7. UTILITY ALLOCATIONS

On October 7, 2020, the Utility Advisory Committee met, discussed and voted on the following action items. Staff will present each item individually and ask for separate motions and votes.

## ALLOCATION REQUESTS

	Subdivision	Lots/Units	Description
a	Essex Townes	50	New project in Essex s/d; in Town of Franklinton
b	Wiggins Townhomes	12	Phase 2 of current project; completes project
c	Golden Ridge S/D	50	New Project; forfeited allocation, site plan expired

## ALLOCATION EXTENSIONS

	Subdivision	Lots/Units	Description
a	Timberlake Preserve & Amenity Center	50 + 500 gpd	Request extension to 12-31-2021 – delay in obtaining CSX permit

All of the above were unanimously voted on by the Utility Advisory Committee. This will leave a balance of 2,575 gallons per day that can be used for administrative approvals.

**ACTION REQUESTED:** Consider approval of requests and extensions.

### 8. PILOT LIONS PARK – PARKING LOT PROJECT

Oliver Greene, Parks and Recreation Director, will make a presentation concerning a Parking Lot upgrade at Pilot Lions Park in Pilot, NC. Franklin County Parks and Recreation (FCPR) requested quotes from several vendors for the Pilot Lions Park-Parking Lot project, however only one response was submitted by Calvin Ray Paving Contractor Inc. Calvin Ray Paving submitted a proposal in the amount of \$117,787 to install a gravel parking lot and driveway as well as a walking trail from the parking lot to connect to the existing walkway. The Construction Drawings were prepared by Alfred Benesch and Company and appropriate permits have been obtained. If approved, anticipated completion of the project will be before the end of the calendar year. FCPR asks the Board to consider awarding the contract to Calvin Ray Paving Contractor Inc. in the amount of \$117,787 and funding the project with monies from the Rec-In-Lieu Funds currently on hand.

**ACTION REQUESTED:** Consider awarding the contract to Calvin Ray Paving Contractor Inc. in the amount of \$117,787 and funding the project with monies from the Rec-In-Lieu Funds currently on hand.

### 9. EMERGENCY COMMUNICATIONS/PSAP BUILDING UPDATE

Emergency Communications Director Christy Shearin will introduce David Schrader of SCHRADERGROUP Architecture & Design who will provide an update regarding the design of the New Emergency Communications/PSAP (Public Safety Access Point) Building funded primarily through a \$3,958,873 grant award from the NC 911 Board.

**ACTION REQUESTED:** None.

10. 911 EDUCATIONAL PARTNERSHIP

Assistant 911 Director Heather Joyner will provide an update on the educational partnership with LAPSEN (Law and Public Safety Education Network) regarding the high school 911 Basic Telecommunicator Certification program, which began this school year in high schools across the state of North Carolina.

ACTION REQUESTED: None.

11. APPOINTMENTS

A. Bunn Planning/Zoning Board ETJ

The Board is asked to reappoint Diane Barrett.

ACTION REQUESTED: Consider reappointment.

B. Youngsville Planning Board ETJ

The Board is asked to appoint Benjamin Rupert.

ACTION REQUESTED: Consider appointment.

12. OTHER BUSINESS

13. BOARD, MANAGER AND CLERK'S COMMENTS

This is the time set aside for the Board of County Commissioners, the County Manager, and the Clerk to the Board to report on various activities. The Board may also discuss other items of interest.

14. CLOSED SESSION

The Board is asked to conduct a closed session pursuant to the following North Carolina General Statutes:

- A. NCGS 143-318.11 (a)(3) Attorney-Client Privileged Communication
- B. NCGS 143-318.11 (a)(6) Personnel

October 5, 2020

Due to the COVID-19 virus pandemic, the Board of Commissioners of Franklin County, North Carolina, met for its Regular Meeting at 7:00 P.M. via an electronic meeting (Zoom) with the following Commissioners present: Chairman Sidney E. Dunston, Vice-Chair Shelley Dickerson, Cedric K. Jones, Sr., Harry L. Foy, Jr., Mark Speed, David Bunn and Michael Schriver.

The public was not allowed to physically attend this meeting; however, the meeting was livestreamed on YouTube at <http://franklincounty.today>. Citizens were also able to view or listen to the meeting via Zoom.

Chairman Dunston called the meeting to order and asked the Board to consider an addendum to the agenda to include "Broadband Project CenturyLink." This will be considered as Item 7 on the agenda.

Commissioner Speed made a motion to amend the agenda, seconded by Commissioner Jones. The motion duly carried approval with all present voting "AYE."

Chairman Dunston then asked the Board to consider approval of the consent agenda.

Commissioner Foy made a motion to remove Items 1-D and 1-E from the consent agenda for further discussion. The motion was seconded by Commissioner Bunn and duly carried approval with all present voting "AYE."

Commissioner Foy then made a motion to approve Items 1-D and 1-E, seconded by Commissioner Bunn. The motion duly carried approval with all present voting "AYE."

Commissioner Jones made a motion to approve the remainder of the consent agenda. The motion was seconded by Commissioner Schriver and duly carried approval with all present voting "AYE."

The items approved are as follows.

I. CONSENT AGENDA

- A. August 17, 2020 Minutes
- B. September 8, 2020 Minutes
- C. September 21, 2020 Minutes
- D. Consider TDA (Tourism Development Authority) request to fund a \$20,000 grant for the "Book of the Architectural History of Franklin"
- E. Budget Ordinance Amendment #4 (Pursuant to North Carolina General Statute 159-15, the County Finance Officer is requesting a budget ordinance amendment in the amount of \$155,510.)

(see following page)

Item 1-E



**Franklin County**  
A Research Triangle Region Community

Finance Office  
**Jamie Holtzman, Finance Director**  
 113 Market Street  
 Louisburg, NC 27549  
 Phone: 919.496.3182

**Amendment to the Franklin County Budget Ordinance  
2020/2021  
Amendment No. 4**

BE IT ORDAINED by the Franklin County Board of Commissioners pursuant to North Carolina General Statutes 159-15, the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2021.

**SECTION 1** of the Franklin County Budget Ordinance, pertaining to the General Fund operations of the County, shall be amended as follows:

Increase/(Decrease) Appropriations:

Library Department	\$ 40,000
Recreation Department	400
Aging Department	7,224
Central Services Department	67,213
Clinical Health Budget Department	8,500
Finance Department	32,173
<b>Total</b>	<b>\$ 155,510</b>

Increase/(Decrease) Revenues:

Fund Balance Appropriated	\$ 139,386
Recreation Contributions	400
Private Grants Health	8,500
Aging Grants	7,224
<b>Total</b>	<b>\$ 155,510</b>

This Amendment:

- \* appropriates funds to the Library Department budget for grant match approved at the July 6th Board of Commissioners meeting.  
Funding Source: Fund Balance Appropriated
- \* appropriates funds to the Recreation Department budget for donations received for October Dash  
Funding Source: Recreation Contributions
- \* appropriates funds to the Aging Department budget for BCBS Meals on Wheels grant received.  
Funding Source: Blue Cross Blue Shield of North Carolina
- \* appropriates funds to the Aging Department budget for additional funds received from SHIIP grant.  
Funding Source: US Department of Health & Human Services, Administration for Community Living
- \* appropriates funds to the Finance Department budget for payroll software upgrade budgeted in Fiscal Year 2020 but was not spent due to final installation not complete.  
Funding Source: Fund Balance Appropriated
- \* appropriates funds to the Central Services Department budget for transfer to Fund 43 for the Franklin County Government Facility Project that was approved at the September 21, 2020 Board of Commissioners Meeting.  
Funding Source: Fund Balance Appropriated
- \* appropriates funds to the Clinical Health Budget Department budget to recognize grant for health educator program supplies.  
Funding Source: Granville-Vance District Health Department

**SECTION 2:** Copies of this amendment shall be made available to the Budget Officer and the Finance Director for direction in carrying out this project.

ADOPTED THIS 5th DAY OF OCTOBER, 2020.

\_\_\_\_\_  
SIDNEY E. DUNSTON, CHAIRMAN

\_\_\_\_\_  
KRISTEN G. KING, CLERK

2. COMMENTS FROM THE PUBLIC

This was the time set aside by the Board of Commissioners to allow individuals to address the Board on issues concerning the county.

Members of the public who wished to make public comments were required to register by emailing [publiccomments@franklincountync.us](mailto:publiccomments@franklincountync.us) before 12:00 pm (noon) on Monday, October 5, 2020 and include their name, address, comment topic, phone number they would call from and email address. Individuals were recognized (by video or phone call using the instructions listed at the beginning of this agenda) for comments in the order registered. The time limit for each speaker was five minutes with a total time limit set aside for informal public comments totaling 30 minutes.

Scott Strickland, 40 Sheila's Lane, Louisburg

- Appreciation of County Commissioner Service

Frank Winstead, 145 Victoria Court, Youngsville

- Literacy

### 3. PUBLIC HEARING – INCENTIVE REQUEST

North Carolina Turf Care is considering an expansion of their business in Franklin County. The proposed expansion is construction of a new 12,000 square foot building located beside their existing location and will provide additional space for growth and add 18 additional jobs to their current employee base. The total investment made by North Carolina Turf Care is estimated at a tax valuation of \$651,500 new investment. Following the Franklin County Economic Development Incentive Policy guidelines, the Economic Development Commission respectfully requests consideration of a 3% incentive of the total increase in tax valuation equaling \$18,945 paid over four (4) years at \$4,736.25 annually distributed after their taxes are paid.

*Members of the public who would like to participate in public hearings could share their comments in one of two methods:*

- Share comments during the meeting using Zoom via audio or video. If you wish to address the Board, you must register at [publiccomments@franklincountync.us](mailto:publiccomments@franklincountync.us) before 12:00 pm (noon) on the day of the meeting. Please include your name, address, public hearing topic, phone number you will be calling from and email address. You will be recognized by the Chairman for comments in the order that you registered.
- Email written comments to [publiccomments@franklincountync.us](mailto:publiccomments@franklincountync.us) before 12:00 pm (noon) on the day of the meeting. Please include your name, address and public hearing topic. Comments will be shared with the Board and made part of the official record. Written comments received within 24 hours after the hearing is closed will also be shared with the Board and made a part of the official record.

The Economic Development Commission shared the following presentation.

North Carolina Turf Care



Requesting approval of incentive for  
expansion at existing Youngsville site of NC  
Turf Care

10/05/2020

North Carolina Turf Care



"Our business began right here in Youngsville, NC in 2005 thanks to brothers Ryan and Travis Tyrell. Ever since, we have constantly grown while simultaneously maintaining individual relationships with our customers. We pride ourselves on quality work and transparent pricing for your services and projects. Locally owned and family operated, we make ourselves easily accessible to our customers with local office staff."



PROPOSED EXPANSION SITE

321 N. Nassau St.  
Youngsville

PROPOSED EXPANSION

12,000 SF new building

Adjacent to existing location

Estimated Completion 2021



## INCENTIVE REQUEST

- ▶ Proposed investment estimate: \$631,650.00
- ▶ Construction: 12,000 SF building :  
equipment storage, office space and retail\*\*
- ▶ Job Retention: 48
- ▶ Jobs Added Over Next 2 Years: 18 +
  - ▶ Provides insurance plan/ avg. annual wage: \$35,000

*\*\*Satisfies Comprehensive Development  
Plan objective by encouraging growth  
within municipalities\*\**

## INCENTIVE REQUEST

- ▶ Tax valuation estimate of new investment: 321N. Nassau St
  - \$631,500 – (estimate provided by Tax Administrator)
- ▶ 3% of estimated tax valuation:
  - \$18,945
- ▶ Paid over four (4) year time period:
  - \$4,736.25 per year (maximum amount)

*Note: Paid only after taxes paid by company. Exact amount  
of incentive based on actual tax value increase after  
completion of project.*

### Next Step

- ▶ Action Requested:
  - Approval of  
incentive : 3% of  
increase in tax  
valuation:
  - Total : \$18,495\*

\*Approval at a later date



Ryan Tyrell, owner of NC Turf Care joined the meeting and was available for questions.

Chairman Dunston opened the hearing.

Clerk to the Board Kristen G. King read aloud a letter submitted by Matthew Winslow, Chairman of the Economic Development Commission. The letter supported the incentive and stated it meets goals of job retention and growth within municipalities per the Comprehensive Development Plan.

With no further comments, Chairman Dunston closed the hearing at approximately 7:24pm.

Public comments must be accepted up until 24 hours after the close of the public hearing. The Board will consider approval of the incentive at a later date.

#### 4. UPDATE: COVID-19

Health Director Scott LaVigne provided an update on the pandemic.

Mr. LaVigne stated he was currently seeing a fairly significant uptick in cases. He encouraged people to continue to get tested. Presently, he sees no clusters of five or more cases in businesses, schools or day cares.

Mr. LaVigne also shared with the Board a dashboard he developed that includes data in a more user-friendly format that can be used by the school system as it makes plans to reopen schools.

No action was requested or taken.

#### 5. MARIA PARHAM FRANKLIN UPDATE

Antoine Ransom, COO, of Maria Parham Health, Duke LifePoint Healthcare, provided an update on progress at Maria Parham Franklin and healthcare in Franklin County. His presentation follows.



**MARIA PARHAM  
HEALTH**

Duke LifePoint Healthcare

**Maria Parham Franklin  
County Commission Updates**



LIFEPOINT  
HEALTH

### Operations Updates

- Completed construction of 20-bed adult behavioral health unit in March 2020
  - Joint Commission accredited in April 2020
  - IVC designation earned in June 2020
  - Recruited multiple providers to support behavioral health services
- Reaccredited as Chest Pain Center
- Reaccredited by the American College of Surgeons' Commission on Cancer
- Newsweek Best Maternity Hospital
- Worked with NCHA and DHHS to obtain 3-Way Contract to support Franklin –starts Q4 2020
- Interventional Cath Lab opened in Henderson in August 2020
- COVID testing partnership with Louisburg College



2

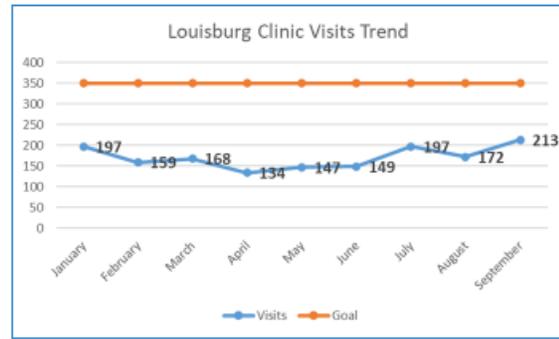

### Hospital Volume Update (August YTD)

	Actual	Budget	Prior Year
Emergency Room Visits	7,148	8,927	8,897
Outpatient Diagnostics (Lab and Radiology)	1,376	1,799	1,563
Behavioral Health Admissions	167	256	65

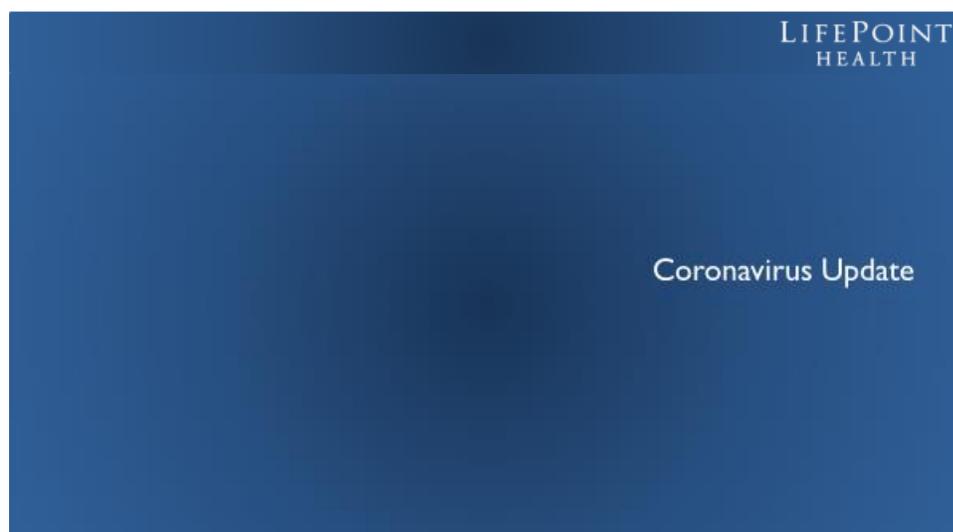
- Volume decline due to COVID
- Adult unit opening delay due to COVID
- 3-way contract dollars allocated beginning in Q4 2020



## Clinic Volume Update (September YTD)



- Strong response to Orthopedics
- Looking to grow primary care much more
- Adding Cardiology in November
- Adding OBGYN in 2021



LIFEPOINT  
HEALTH

## Testing & Treatment Updates

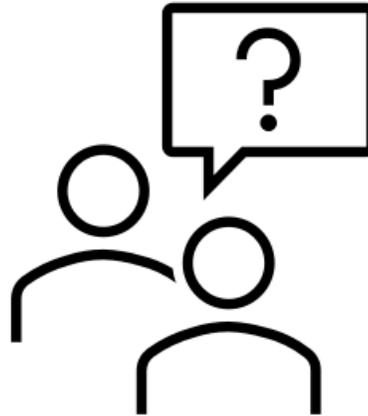
### MPH Testing:

- 4600+ tests administered by MPH to date
- 7-9% positive rate on all patients tested since start of pandemic
- 3-5% positive test rate in last month
- LifePoint has approved use of Sophia platform for antigen testing; will acquire assays for Franklin rapid testing

## Thank You

---

- Staff
- Providers
- Leaders
- Community
- Boards



7

LIFEPOINT  
HEALTH

No action was requested.

### 6. BROADBAND UPDATE

Assistant County Manager Kim Denton provided an update on broadband activities in the County. In addition, representatives Alan Fitzpatrick and Alan Helias from Open Broadband LLC provided an update on progress related to the implementation of Open Broadband's fixed wireless services in Franklin County.

Mr. Fitzpatrick shared the following presentation with the Board highlighting the opportunity for possible assistance via the GREAT grant otherwise known as the Growing Rural Economies with Access to Technology Program which is only available to unserved areas. The application is due October 14, 2020. Open Broadband is prepared to submit the application on behalf of Franklin County and asked the Board to consider a letter of support for the application. Mr. Fitzpatrick stated the grant requires a dollar for dollar match and commented the existing budgeted amount can be claimed as matching funds for the project.

**openbroadband**

# Franklin County

Broadband Project Update

October 2020

<https://openbb.net>

## Tower Progress

- Louisburg 911 Tower, White Level Tower, and WYFL Bible Broadcasting Tower in Alert all have core antennas and line-of-sight antennas mounted. Core antenna alignment takes place this week.
- Franklinton - Cone Drive Tower is next



<https://openbb.net>

## Service Activation Schedule

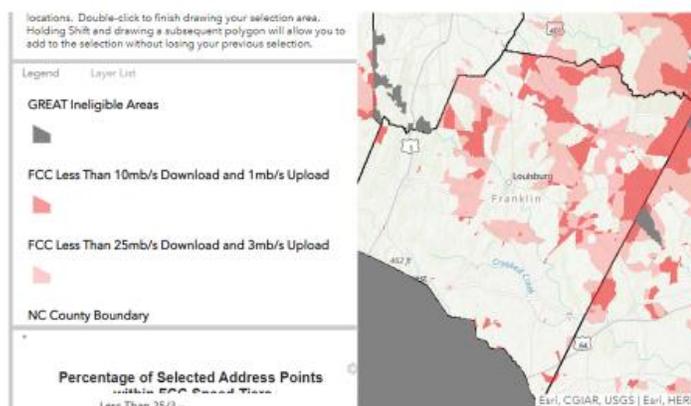
- Initial testing will begin week of Oct 12
- Start surveying for residents week of Oct 19
- Owens Park Public Wi-Fi scheduled for Oct 19-23
- Non-line-of-sight antennas still going through customs



<https://openbb.net>

## GREAT Broadband Grant

- GREAT grant application due Oct 14. Only for unserved areas. Requires dollar for dollar match.



<https://openbb.net>



## GREAT Grant Needs

1. Partnership letter from Franklin County
2. Support from County GIS to make Shapefiles

Open Broadband will make the application.

<https://openbb.net>

## Open Broadband, LLC

Bringing broadband to underserved communities.



<http://openbb.net>

Commissioner Dickerson made a motion to offer a letter of support for the GREAT grant, seconded by Commissioner Speed. The motion duly carried with all present voting “AYE.”

### 7. BROADBAND PROJECT CENTURYLINK

Assistant County Manager Kim Denton introduced Derek Kelly, Government Affairs Director with CenturyLink to discuss a Broadband Project for Franklin County.

CenturyLink plans to submit an application for the GREAT (Growing Rural Economies with Access to Technology) grant in order to assist with the expansion of broadband in Franklin County.

Commissioner Schriver made a motion to provide a letter of support for CenturyLink to include in the grant application and to partner with a ten percent match (up to \$116,990 over three fiscal years). The motion was seconded by Commissioner Speed and duly carried approval with all present voting “AYE.”

### 8. FACILITIES UPDATE

Assistant County Manager Kim Denton provided an update and introduced Ann Collier and Bailey Allred from Oakley Collier Architects to provide additional information on current Facilities projects and progress related to the implementation of the Facilities Review and Space Assessment Study conducted in 2019.



# Franklin Plaza Fit-Up

Presentation to Board of Commissioners  
October 5, 2020



## WHERE ARE WE?

**TO DATE:**

- FACILITY LEASE APPROVED
- PRELIMINARY PLANS APPROVED
- CONSTRUCTION BIDDING UNDERWAY

**UP NEXT:**

- CAUTIOUSLY MOVING FORWARD
- COLLECT & REVIEW BIDS
  - Bid Date: October 27, 2020
- PRESENT FOR DISCUSSION
- DETERMINE CONSTRUCTION START DATE



**PROPOSED:**

**KEY LEGEND**

- COUNTY DEPT. A (4,551SF)
- CORE (1,189SF)
- GENERAL (8,712SF)
- COUNTY DEPT. B (17,658SF)
- COUNTY DEPT. C (1,739SF)





## WHY THIS PROJECT FIRST?

- Training Space was #1 departmental request in Facility Master Plan
  - Offers flexible space for highlighting Franklin County
- Senior Population continues to grow in Franklin County
  - Plan provides growth space for Senior Center programs / services
- Veteran's Services location = better accessibility for Veteran population
- Additional County Office Suite is included in design layout



No action was requested or taken.

#### 9. BID AWARD – FRANKLIN VOYAGER MOBILE LIBRARY

In response to the advertised Request for Bids, the County received two responses to construct and deliver the Franklin Voyager Bookmobile. The opportunity is the result of a grant from the State Library of North Carolina along with the county’s matching funds. Responses were received from Matthews Specialty Vehicles in Greensboro NC for \$178,813 and from Summit Bodyworks Specialty Vehicles in Fort Lupton, CO for \$186,250. Holt Kornegay, Library Director and Jamie Holtzman, Finance Director recommended awarding the Contract to Matthews Specialty Vehicles subject to successful contract negotiations and requested authority for the County Manager to execute the contract upon successful negotiations.

Commissioner Bunn made a motion to award the bid to Matthews Specialty Vehicles upon successful contract negotiation and to authorize the County Manager to negotiate and sign the contract. The motion was seconded by Commissioner Schriver and duly carried approval with all present voting “AYE.”

#### 10. OTHER BUSINESS

No additional business was discussed.

## 11. BOARD, MANAGER AND CLERK'S COMMENTS

**Clerk to the Board Kristen G. King:** No comments were offered.

**Commissioner Sidney E. Dunston:** Commissioner Dunston stated the North Carolina Association of County Commissioners (NCACC) recently asked for Legislative Goals for the upcoming year. He suggested the Board authorize the submission of a letter with the recently adopted Broadband Resolution attached as support for the Legislative Goal of continued support and funding for the expansion of broadband services in our state. He asked the Board to recall the Franklin County Resolution in Support of Broadband supports the appropriation of additional funds from federal and state sources to expand broadband, supports changes in NC General Statutes that would allow County governments to seek funding and qualify for grant monies that allow investment in infrastructure that qualified providers can use to expand broadband service and supports efforts to obtain service area information from existing broadband providers within the County to ensure that unserved customer areas are appropriately provisioned. He said evidence of Franklin County's support and actions is an important requirement in obtaining grants and support for service expansion. With no objection to the goal, staff was directed to submit the goal to NCACC.

**Commissioner Shelley Dickerson:** No comments were offered.

**Commissioner Harry L. Foy, Jr.:** No comments were offered.

**Commissioner David Bunn:** No comments were offered.

**Commissioner Mark Speed:** No comments were offered.

**Commissioner Cedric K. Jones, Sr.:** Commissioner Jones clarified the TDA (Tourism Development Authority) grant request approved earlier in the evening for the "Book of the Architectural History of Franklin." He reminded the Board grant funds come from overnight stays associated with tourism and not from the county budget.

**Commissioner Michael Schriver:** Commissioner Schriver provided clarification on the TDA (Tourism Development Authority) grant request approved earlier in the evening for the "Book of the Architectural History of Franklin." The intent for the creation of the book is to sell the books for profit.

**County Manager Angela L. Harris:** No comments were offered.

## 12. CLOSED SESSION

The Board was asked to conduct a closed session pursuant to North Carolina General Statute NCGS 143-318.11 (a)(3) Attorney-Client Privileged Communication.

At 9:18pm, Commissioner Bunn made a motion to enter into closed session pursuant to North Carolina General Statute 143-318.11 (a)(3) Attorney-Client Privileged Communication. The motion was seconded by Commissioner Schriver and was approved 6 to 1 with Commissioner Foy voting in opposition.

Following closed session, Commissioner Schriver made a motion to enter back into open session. The motion was seconded by Commissioner Bunn and duly carried approval with all present voting "AYE."

Finance Director Jamie Holtzman stated engineers are nearing completion of the water supply master study and the County needs a financial advisor under the Dodd-Frank Act to inform the County about its financial capacity to acquire more water as Dodd-Frank does not allow the engineers or lawyers to give the County financial advice.

Commissioner Dickerson made a motion to allow the County to enter into an engagement letter with 1<sup>st</sup> Tryon to perform a financial capacity analysis for the County to acquire additional water supply at a cost of \$75,000. The motion was seconded by Commissioner Schriver and duly carried approval with all present voting “AYE.”

At 10:36pm, Commissioner Bunn made a motion to adjourn, seconded by Commissioner Schriver. The motion duly carried approval with all present voting “AYE.”

---

Sidney E. Dunston, Chair

Kristen G. King, Clerk to the Board



# County of Franklin

North Carolina

Office of Tax Collector

## MEMORANDUM

**TO:** Franklin County Commissioners  
**FROM:** Daniel Williams, Tax Administrator  
**DATE:** October 6, 2020  
**SUBJECT:** Releases, Adjustments, Refunds, and Tax Collection Rate

Please review and approve the September releases, adjustments and refunds. The current collection rate is provided for your information.

Total release amount for September 2020 - \$8.13  
(Total release amount for September 2019 - \$43,505.25)

Total adjustment amount for September 2020 - \$2,171.12  
(Total adjustment amount for September 2019 - \$7.25)

Total refund amount for September 2020 - \$0.00  
(Total refund amount for September 2019 - \$3,679.45)

Total NCVTS refund amount for September 2020 - \$3,553.18  
(Total NCVTS refund for September 2019 - \$4,273.33)

The 2020 Franklin County collection as of September 30, 2020 – 64.70%  
(The 2019 Franklin County collection as of September 30, 2019 – 62.70%)

Please do not hesitate to contact the Tax Collector's Office if more detailed information is desired.

Daniel A. Williams  
Franklin County Tax Administrator

P.O. Box 503 / 215 East Nash St  
Louisburg, NC 27549  
Telephone: (919) 496-2172  
Fax: (919) 496- 1630



Generated on: 10-05-2020

For 2020-01-01 to 2020-09-30

## A R Summary Report

DESCRIPTION	YEAR	CATE	BEG BAL	BILLING	RELEASES	ADJUSTMENTS	ADJ BILLS	PAYMENTS	REFUNDS	DISCOUNTS	ADJ PAYMENTS	END BAL	INT PAYMENTS	INT REFUNDS	ADJ PMTS + INT	% PAID
FRANKLIN COUNTY	2020	PP	0.00	4,511,119.98	-201.28	-18,038.71	4,492,879.99	-1,385,920.10	0.00	-6,301.15	-1,392,221.25	3,100,658.74	0.00	0.00	-1,392,221.25	30.99
FRANKLIN COUNTY	2020	RE	0.00	40,455,196.03	-9.91	-18,274.32	40,436,911.80	-27,557,708.46	10,464.75	-130,790.47	-27,678,034.18	12,758,877.62	-4,324.28	0.00	-27,682,358.46	68.45
SUBTOTAL: TYPE + YEAR	2020	PP	0.00	4,511,119.98	-201.28	-18,038.71	4,492,879.99	-1,385,920.10	0.00	-6,301.15	-1,392,221.25	3,100,658.74	0.00	0.00	-1,392,221.25	30.99
SUBTOTAL: TYPE + YEAR	2020	RE	0.00	40,455,196.03	-9.91	-18,274.32	40,436,911.80	-27,557,708.46	10,464.75	-130,790.47	-27,678,034.18	12,758,877.62	-4,324.28	0.00	-27,682,358.46	68.45
TOTAL	9999		0.00	44,966,316.01	-211.19	-36,313.03	44,929,791.79	-28,943,628.56	10,464.75	-137,091.62	-29,070,255.43	15,859,536.36	-4,324.28	0.00	-29,074,579.71	64.70



**Finance Office**  
**Jamie Holtzman, Finance Director**  
 113 Market Street  
 Louisburg, NC 27549  
 Phone: 919.496.3182

**Amendment to the Franklin County Budget Ordinance**  
**2020/2021**  
**Amendment No. 5**

BE IT ORDAINED by the Franklin County Board of Commissioners pursuant to North Carolina General Statutes 159-15, the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2021.

SECTION 1 of the Franklin County Budget Ordinance, pertaining to the General Fund operations of the County, shall be amended as follows:

Increase/(Decrease) Appropriations:

Board of Elections	\$ 42,250
Animal Control	12,636
Social Services Programs	14,181
Airport Operations	3,856
<b>Total</b>	<b>\$ 72,923</b>

Increase/(Decrease) Revenues:

Fund Balance Appropriated	\$ 16,492
Election Administration Assistance Grant	42,250
DSS State Grants	14,181
<b>Total</b>	<b>\$ 72,923</b>

This Amendment:

- \* appropriates funds to the Board of Elections Department budget for grant that was received to help with the 2020 elections.

Funding Source: North Carolina Community Foundation

- \* appropriates funds to the Animal Control Department budget for donations received for in previous fiscal year but not spent.

Funding Source: Fund Balance Appropriated

- \* appropriates funds to the Social Services Program Department budget for additional grant received for COVID-19 expenses related to Adult and Child Protection Services.

Funding Source: North Carolina Department of Health and Human Services

\* appropriates funds to the Airport Operations Department budget for the local match for the NC Department of Transportation Grant approved at the August 3rd Board of Commissioners meeting.

Funding Source: Fund Balance Appropriated

SECTION 8 of the Franklin County Budget Ordinance, pertaining to the Water and Sewer Enterprise Fund operations of the County, shall be amended as follows:

Increase/(Decrease) Appropriations:

Transfer to Capital Project Fund 48	\$ 1,078,010
<b>Total</b>	<u>\$ 1,078,010</u>

Increase/(Decrease) Revenues:

Appropriated Fund Balance	\$ 1,078,010
<b>Total</b>	<u>\$ 1,078,010</u>

This Amendment:

\* appropriates funds to Transfer to Capital Project Fund 48 for projects previously approved by the Board of Commissioners and Project Ordinances approved but not budgeted in Fund 45 as a transfer.

Funding Source: Appropriated Fund Balance

SECTION 2: Copies of this amendment shall be made available to the Budget Officer and the Finance Director for direction in carrying out this project.

ADOPTED THIS 19th DAY OF OCTOBER, 2020.

---

SIDNEY E. DUNSTON, CHAIRMAN

---

KRISTEN G. KING, CLERK



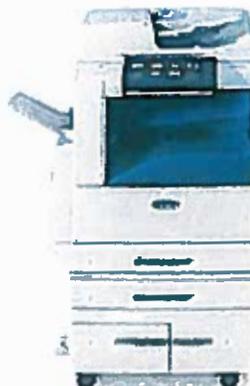




# Document Systems, Inc.

Xerox Authorized Dealer

## Order Agreement



Customer: FC Sheriff's Dept.

Date: September 11, 2020

Bill To: 285 T-Kemp Rd  
Louisburg, NC 27549

Install: 285 T-Kemp Rd  
Louisburg, NC 27549

Solution	Agreement Information	Trade Information
Product Model / Description		
<b>Model: C8170H (Main Office)</b> - Office Finisher <b>Model: C7025S (Crystal's Office)</b> - PS Kit - Fax Kit <b>Model: C7025S (Jail - Booking)</b> - PS Kit - Fax Kit	Lease Term: 60 Months Lease Type: FMV <b>PEPPM Contract Used</b>  See Lease Agreement *Excludes Applicable Taxes	Model: WC5955 (Serial: A2M-732876) Model: WC7225 (Serial: LX7-986697) Model: WC7225 (Serial: LX7-986689)  Customer is responsible for all click charges through removal date.  Current leases will be satisfied and no additional fees will be incurred.

XPPS Pricing		Print Charges			Xerox Device Agent (XDA) Requirements
Billing Cycle	Base Charge	Meter	Volume Band	Per Print Rate	
Monthly C8170H (Main Office)	\$89.00	BLK	1 - 10,000	Inc.	<b>Customer is responsible for installing &amp; maintaining XDA software.</b>  <b>XPPS contracts require the equipment to be networked with Windows 10 or newer PC running the monitoring software with internet access.</b>
		BLK	10,001 +	0.0069	
		CLR	1 +	0.049	
Monthly C7025 (Crystal)	\$29.00	BLK	1 - 2,000	Inc.	
		BLK	2,001 +	0.0099	
		CLR	1 +	0.069	
Monthly C7025 (Jail Booking)	\$59.00	BLK	1 - 5,000	Inc.	
		BLK	5,001 +	0.0099	
		CLR	1 +	0.089	

Pricing Excludes Applicable Taxes

### XPPS Program Features

- Pricing fixed for Term of Lease
- Includes all Service Parts, Labor, and Supplies, excluding Paper.
- Consumable Supplies are property of DSI and may be billable at End of Contract per attached Terms & Conditions.
- Includes Initial Analyst Support for Setup of Printing, Scan to Email, Network Scanning & APP Installation.

### Authorized Signature

Customer acknowledges receipt of the items of this agreement which consists of 3 pages including this face page.

Print: \_\_\_\_\_

Phone: \_\_\_\_\_

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

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

Sales Tax Exempt? (Check One) NO  YES   
 If Yes, Please Provide Sales Tax Exempt Certificate

Thank You for your business!  
 This Agreement is proudly presented by DSI and

Steven Brame

252-433-4888 / 800-510-3732

Document Systems, Inc.  
 89 Market Street  
 Henderson, NC 27537



## Terms & Conditions

### INTRODUCTION:

**1. PRODUCTS.** "Products" means the equipment ("Equipment"), Software and supplies identified in this Agreement. You agree the Products are for your business use (not resale) in the United States and its territories and possessions ("U.S.") and will not be used for personal, household or family purposes.

**2. CONSUMABLE SUPPLIES.** If "Consumable Supplies" is identified in Maintenance Plan features, Maintenance Services will include black toner and/or solid ink and color toner and/or solid ink, if applicable ("Consumable Supplies"). Highlight color toner, clear toner, and custom toner are excluded. Depending on the Equipment model, Consumable Supplies may also include developer, fuser agent, imaging units, waste cartridges, transfer rolls, transfer belts, transfer units, belt cleaner, maintenance kits, print cartridges, drum cartridges, waste trays and cleaning kits. DSI may charge a shipping and handling fee for Consumable Supplies. **Consumable Supplies, including those originally delivered in the equipment, are property of DSI until used by you, and you will use them only with the Equipment for which "Consumable Supplies" is Identified in Maintenance Plan features. Upon cancellation or expiration of this Agreement, DSI may estimate/pro-rate and bill you for unused Consumable Supplies including any supplies on hand and remaining in the equipment.** If your use of Consumable Supplies exceeds Xerox's published yield by more than 10%, DSI will notify you of such excess usage. If such excess usage does not cease within 30 days after such notice, DSI may charge you for such excess usage or terminate this agreement. Upon request, you will provide current meter reads and/or an inventory of Consumable Supplies in your possession.

**3. CARTRIDGES.** If DSI is providing Maintenance Services for Equipment utilizing cartridges designated by DSI as customer replaceable units, including copy/print cartridges and xerographic modules or fuser modules ("Cartridges"), you agree to use only unmodified Cartridges purchased directly from DSI or its authorized supply providers in the U.S. Cartridges packed with Equipment and replacement Cartridges may be new, remanufactured or reprocessed. Remanufactured and reprocessed Cartridges meet DSI's new Cartridge performance standards and contain new or reprocessed components. To enhance print quality, Cartridge(s) for many models of Equipment have been designed to cease functioning at a predetermined point. In addition, many Equipment models are designed to function only with Cartridges that are newly manufactured original Xerox Cartridges or with Cartridges intended for use in the U.S.

**4. MAINTENANCE SERVICES.** Except for Equipment identified as "No Svc", DSI will keep the Equipment in good working order ("Maintenance Services"). Maintenance Services will be provided during DSI's standard working hours in areas open for repair service for the Equipment. Maintenance Services excludes repairs due to: (i) misuse, neglect or abuse; (ii) failure of the installation site or the PC workstation used with the Equipment to comply with Xerox's published specifications; (iii) use of options, accessories or products not serviced by DSI or Xerox; (iv) non-Xerox or DSI alterations, relocation, service or supplies; or (v) failure to perform operator maintenance procedures identified in operators manuals. Replacement parts may be new, reprocessed or recovered and all replaced parts become DSI's property. DSI will, as your exclusive remedy for DSI's failure to provide Maintenance Services, replace the Equipment with an identical model or, at DSI's option, another model with comparable features and capabilities (IDR). There will be no additional charge for the replacement Equipment during the remainder of the initial Term. If the initial Term has been satisfied, the Customer agrees to maintain service on the replacement Equipment for a minimum of 24 months. Equipment replacement period, 5 years (used Equipment), 2 years). If meter reads are a component of your Maintenance Plan, you will provide them using the method and frequency identified by DSI. If you do not provide a meter reading, DSI may estimate the reading and bill you accordingly. If your machine is serviced directly by DSI and your machine is down, you may be provided a loaner at the sole discretion of DSI. DSI may charge you a Delivery/Removal fee of \$150 and up to .049 per page mono, and .249 color for usage. Guaranteed serviceability is five years on "New" equipment and two years on "Used" equipment.

**5. EQUIPMENT STATUS.** Unless you are acquiring "Previously Installed" Equipment, Equipment will be (1) "Newly Manufactured", which may contain some reconditioned components; (2) "Factory Produced New Model", which is manufactured and newly serialized at a Xerox factory, adds functions and features to a product previously disassembled to a Xerox predetermined standard, and contains new and reconditioned components; or (3) "Remanufactured", which has been factory produced following disassembly to a Xerox predetermined standard and contains new and reconditioned components.

**6. SOFTWARE LICENSE.** DSI or Xerox grants you a non-exclusive, non-transferable license to use in the U.S.: (a) software and accompanying documentation provided with Xerox-brand Equipment ("Base Software") only with the Xerox-brand Equipment with which it was delivered; and (b) software and accompanying documentation identified in this Agreement as "Application Software" only on any single unit or equipment for as long as you are current in the payment of all applicable software license fees. "Base Software" and "Application Software" are referred to collectively as "Software". You have no other rights and may not: (1) distribute, copy, modify, create derivatives or, decompile, or reverse engineer Software; (2) activate Software delivered with the Equipment in an inactivated state; or (3) allow others to engage in same. Title to, and all intellectual property rights in, Software will reside solely with Xerox/DSI or and/or its licensors (who will be third party beneficiaries of this Section). Software may contain code capable of automatically disabling the Equipment. Disabling code may be activated if: (x) Xerox/DSI is denied access to periodically reset such code; (y) you are notified of a default under this Agreement; or (z) your license is terminated or expires. The Base Software license will terminate: (i) if you no longer use or possess the Equipment

(ii) you are a lessor of the Equipment and your first lessee no longer uses or possesses it; or (iii) upon the expiration or termination of this Agreement, unless you have exercised your option to purchase the equipment. Neither DSI/Xerox nor its licensors warrant that Software will be free from errors or that its operation will be uninterrupted. The foregoing terms do not apply to Diagnostic Software or to software/documentation accompanied by a click wrap or shrink-wrap license agreement or otherwise made subject to a separate license agreement.

**7. SOFTWARE SUPPORT.** Xerox/DSI (or a designated servicer) will provide the software support set forth below ("Software Support") For Base Software, Software Support will be provided during the initial Term and any renewal period but in no event longer than 5 years after Xerox stops taking customer orders for the subject model of Equipment. For Application Software, Software Support will be provided as long as you are current in the payment of all applicable software license and support fees. Xerox will maintain a web-based or toll-free hotline during Xerox's standard working hours to report Software problems and answer Software-related questions. Xerox, either directly or with its vendors, will make reasonable efforts to (a) assure that Software performs in material conformity with its user documentation; (b) provide available workarounds or patches to resolve Software performance problems; and (c) resolve coding errors for (i) the current Release and (ii) the previous Release for a period of 6 months after the current Release is made available to you. Xerox/DSI will not be required to provide Software Support if you have modified the Software. New releases of Software that primarily incorporate compliance updates and coding error fixes are designated as "Maintenance Releases" or "Updates". Maintenance Releases or Updates that Xerox may make available will be provided at no charge and must be implemented within six months. New releases of Software that include new content functionality ("Feature Releases") will be subject to additional license fees at Xerox/DSI's then-current pricing. Maintenance Releases, Updates and Feature Releases are collectively referred to as "Releases". Each Release will be considered Software governed by the Software License and Software Support provisions of this Agreement (unless otherwise noted). Implementation of a Release may require you to procure, at your expense, additional hardware and/or software from Xerox/DSI or another entity. Upon installation of a Release, you will return or destroy all prior Releases.

**8. DIAGNOSTIC SOFTWARE.** Software used to evaluate or maintain the Equipment ("Diagnostic Software") is included with the Equipment. Diagnostic Software is a valuable trade secret of Xerox. Title to Diagnostic Software will remain with Xerox or its licensors. Xerox does not grant you any right to use Diagnostic Software for any purpose (or allow third parties to do so). You will allow Xerox reasonable access to the Equipment to remove or disable Diagnostic Software if you are no longer receiving Maintenance Services from Xerox/DSI, provided that any on-site access to you facility will be during your normal business hours.

**9. XPPS / PAGECONNECT MONITORING SOFTWARE.** All covered Equipment must be on the customer's network. The PageConnect Assistant/Xerox Device Agent Software is a proprietary software application owned by Xerox Corporation and/or its suppliers. The PPA/XDA operates only on Microsoft Windows 7 & newer operating Systems and must be installed on the end user's computer network to (a) monitor all print devices on the end user's network and (b) send automatic meter reads and device information to Xerox and DSI. The associated Microsoft .NET Framework software is also required and must be installed on the same PC running the PPA/XDA Software. End-users acknowledge that the PPA/XDA collects and reports data on all print devices on their network. DSI nor Xerox is not responsible for any delay, error, failure, problem or technical malfunction of any telephone or network lines, computer systems, servers, or software, or failure or delay of delivery of electronic mail or other electronic communications due to technical problems, viruses or traffic congestion on the internet or combination thereof. When a device is not communicating, you will be notified by DSI. You must provide DSI a current meter read immediately and will be charged a \$100 non-communicating device fee if communication is not restored within 10 business days.

**10. PC / WORKSTATION REQUIREMENTS.** In order to receive Analyst Support and/or Software Support for Equipment requiring connection to a PC or Workstation, you must utilize a PC or workstation that either (1) has been provided by Xerox or (2) meets Xerox's published specifications.

**11. ANALYST SUPPORT.** Analyst Support includes Laptop/Desktop Diagnostics for Printing Scanning and Configuration support to ensure equipment is communicating with Customer's network. Initial Install Analyst Support hours included shall be referenced on the face of this Agreement, each additional hour will be billed at DSI's then-current rate. If no Analyst Support hours are present on the face of this Agreement, then all Analyst Support hours shall be billable. DSI is not responsible for any equipment failure or loss of data while installing, repairing or servicing equipment. Customer is responsible for backing up all data.

### PRICING PLAN/OFFERING SELECTED:

**12. COMMENCEMENT & TERM.** This Agreement is valid when accepted by DSI/Xerox. The Term for each unit of Equipment will commence upon: (i) the delivery of customer-installable Equipment; or (ii) the installation of Xerox-installable Equipment ("Commencement Date") and will continue for the number of full calendar months shown as "Lease Term" on the face of this Agreement. Unless either party provides notice of termination at least thirty days before the expiration of the initial Term, it will renew automatically on a month-to-month basis on the same terms and conditions. During this renewal period, either party may terminate the Agreement upon at least 30 days notice. Upon termination, you will make the Products available for removal by DSI. At the time of removal, the Equipment will be in the same condition as when delivered (reasonable wear & tear excepted).



## Terms & Conditions

**13. CREDIT HISTORY.** DSI may conduct an investigation of your Credit History. Even if the products ordered under this Agreement have been delivered, DSI may within sixty days following its acceptance of this Agreement, revoke that acceptance upon written notice of your credit approval has been denied. DSI may at any time request, and you agree to promptly furnish, a copy of your last audited fiscal year-end financial statement.

**14. PAYMENT.** Payment must be received by DSI within 30 days after the invoice date. Restrictive covenants on payment instruments will not reduce your obligations.

**15. OTHER CHARGES.** If a payment is not received by DSI within 10 days after the due date, DSI may charge, and you will pay, a late charge of 5% of the amount due or \$25, whichever is greater.

**16. PRICE INCREASES.** DSI may annually increase the maintenance component of the Minimum Payment and Print Charges, up to 10% for the first 5 years and up to 25% thereafter. For Application on Software, DSI may annually increase the software license or support fees.

**17. DELIVERY, REMOVAL & RELOCATION.** Equipment prices include standard delivery charges and, for Equipment for which DSI retains ownership, standard removal charges. Non-standard delivery, removal and Equipment relocation must be arranged (or approved in advance) by DSI and will be at your expense.

**18. TAXES.** You will be responsible for all applicable taxes, fees or charges of any kind (including interest and penalties) assessed by any governmental entity on this Agreement or the amounts payable under this Agreement ("Taxes"), which will be included in DSI's invoice unless you timely provide proof of your tax exempt status. If a taxing authority determines that DSI did not collect all applicable Taxes, you shall remain liable to DSI for such additional Taxes.

**19. LEASE PURCHASE OPTION.** If not in default, you may purchase the Equipment "AS IS, WHERE IS" and WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE, at the end of the Initial Term for the "Purchase Option" indicated on the face of this Agreement (i.e., either a set dollar amount or the fair market value of the Equipment at the expiration of the initial Term), plus all applicable Taxes.

**20. MANAGED PRINT SERVICES (MPS) / EZ Office Program.** All MPS/EZ Office program Equipment can be New or Refurbished and will remain the property of DSI. At the expiration of the Term referenced on the face of this Agreement, the customer shall have the following options: (i) continue with the program on a month-to-month basis; (ii) explore options for upgrading to Equipment with new or additional features on a new MPS program; or (iii) return the Equipment to DSI and cease the MPS billing. If the Customer wishes to upgrade their equipment mid-stream the MPS Term, there will be no penalty for upgrading if more than half of the original Term has been satisfied. DSI may cancel this agreement at any time with 30 days written notice. Customer may cancel at any time within 30 days of installation.

**21. DEFAULT & REMEDIES.** You will be in default under this Agreement if (1) DSI does not receive any payment within 15 days after the date it is due, or (2) you breach any other obligation in this or any other agreement with DSI. If you default, DSI may, in addition to its other remedies (including cessation of Maintenance Services), remove the Equipment at your expense and require immediate payment, as liquidated damages for loss of bargain and not as penalty, of (a) all amounts then due, plus interest from the due date until paid at the rate of 1.5% per month; (b) the Minimum Payments (less the Maintenance Services and Consumable Supplies components thereof, as reflected on DSI's books and records) remaining in the Term, discounted at 4% per annum; (c) the applicable Purchase Option; and (d) all applicable Taxes. You will pay all reasonable costs, including attorneys' fees, incurred by DSI to enforce this Agreement. If you make the Equipment available for removal by DSI within 30 days after notice of default, in the same condition as when delivered (reasonable wear and tear excepted), you will receive a credit for the fair market value of the Equipment as determined by DSI, less any costs incurred by DSI.

**22. DATA SECURITY.** Certain models of Equipment can be configured to include a variety of data security features. There may be an additional cost associated with certain data security features. The selection, suitability and use of data security features are solely Customer's responsibility. Upon request, DSI/Xerox will provide additional information to Customer regarding the security features available for particular Equipment models. IT IS SOLELY YOUR RESPONSIBILITY TO SECURE ANY SENSITIVE DATA AND PERMANENTLY DELETE SUCH DATA FROM THE INTERNAL MEDIA STORAGE PRIOR TO RETURNING ANY EQUIPMENT (INCLUDING ALL TRADE UNITS) TO DSI. YOU SHALL HOLD DSI HARMLESS FROM YOUR FAILURE TO SECURE AND PERMANENTLY DELETE ALL SUCH END USER DATA AS OUTLINED IN THIS SECTION. To retain the hard drive from your device for security purposes, you will be charge \$395 plus tax for a replacement drive.

### GENERAL TERMS & CONDITIONS

**23. NON-CANCELABLE AGREEMENT.** THIS AGREEMENT CANNOT BE CANCELLED OR TERMINATED EXCEPT AS EXPRESSLY PROVIDED HEREIN. YOUR OBLIGATION TO MAKE ALL PAYMENTS, AND TO PAY ANY OTHER AMOUNTS DUE OR TO BECOME DUE, IS ABSOLUTE AND UNCONDITIONAL AND NOT SUBJECT TO DELAY, REDUCTIONS, SET-OFF, DEFENSE, COUNTERCLAIM OR RECOUPMENT FOR ANY REASON WHATSOEVER, IRRESPECTIVE OF DSI'S PERFORMANCE OF ITS OBLIGATIONS HEREUNDER. ANY CLAIM AGAINST DSI MAY BE ASSERTED IN A SEPARATE ACTION AND SOLELY AGAINST DSI. DSI MAY ALSO CHARGE YOU A \$250 CANCELLATION FEE FOR ANY MAINTENANCE PROGRAM CANCELED BEFORE THE TERM EXPIRATION.

**24. REPRESENTATIONS.** The individuals signing this Agreement are duly authorized to do so and all financial information you provide completely and accurately represents your financial condition.

**25. LIMITATION OF LIABILITY.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES IN ANY WAY ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER THE CLAIM ALLEGES TORTUOUS CONDUCT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. Without the prior written consent of DSI, which shall not be unreasonably withheld, you may not assign any of your rights or obligations under this Agreement, or resell, lease, lend or permit a lien or encumbrance of any kind against any Equipment for which you have not yet obtained title free and clear of any DSI security interests.

**26. CREDIT REPORTS.** You authorize DSI or its agent to obtain credit reports from commercial credit reporting agencies.

**27. FORCE MAJEUR.** DSI will not be liable to you during any period in which its performance is delayed or prevented, in whole or in part, by a circumstance beyond its reasonable control. DSI will notify you if such a circumstance occurs.

**28. PROTECTION OF DSI'S RIGHTS.** You authorize DSI or its agent to file, by any permissible means, financing statements necessary to protect DSI's rights as lessor of the Equipment. You will promptly notify DSI of a change in ownership, or if you relocate your principal place of business or change the name of your business.

**29. WARRANTY DISCLAIMER.** DSI DISCLAIMS THE IMPLIED WARRANTIES OF NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE AND FOLLOWING THE EXPIRATION OF ANY EXPRESS WARRANTY, DSI DISCLAIMS THE IMPLIED WARRANTY OF MERCHANTABILITY. This Agreement is a "finance lease" under Article 2A of the Uniform Commercial Code and, except to the extent expressly provided herein, and as permitted by applicable law, you waive all of your rights and remedies as a lessee under Article 2A.

**30. ASSIGNMENT.** Except for assignment by DSI to a parent, subsidiary or affiliate of DSI, or to securitize this Agreement as part of a financing transaction ("Permitted Assignment"), neither party will assign any of its rights or obligations under this Agreement without the prior written consent of the other party. In the event of a Permitted Assignment (a) DSI may, without your prior written consent, release to the proposed assignee information it has about you related to this Agreement, (b) the assignee will have all the rights but none of the obligations of DSI hereunder; (c) you will continue to look to DSI for performance of DSI's obligations, including the provision of Maintenance Services; (d) you waive and release the assignee from any claim relating to or arising from the performance of DSI's obligations hereunder; (e) you shall not assert any defense, counterclaim or setoff you may have against an assignee; and (f) you will remit payments in accordance with instructions of the assignee.

**31. MISCELLANEOUS.** Notices must be in writing and will be deemed given 5 days after mailing, or 2 days after sending by nationally recognized overnight courier. Notices will be sent to you at the "Bill To" address identified in this Agreement, and to DSI at the inquiry address set forth on your most recent invoice, or its agents to communicate with you by any electronic means (including cellular) or electronic address you provide to DSI. This Agreement constitutes the entire agreement as to its subject matter, supersedes all prior oral and written agreements, and will be governed by the laws of the State of North Carolina (without regard to conflict-of-law principles). In any action to enforce this Agreement, the parties agree (a) to the jurisdiction and venue of the federal and state courts in Vance County, North Carolina, and (b) to waive their right to a jury trial. If a court finds any term of this Agreement unenforceable, the remaining terms shall remain in effect. The failure by either party to exercise any right or remedy will not constitute a waiver of such right or remedy. Each party may retain a reproduction (e.g., electronic image, photocopy, facsimile) of this agreement which will be admissible in any action to enforce it, but only the Agreement held by DSI will be considered an Original. DSI may accept this Agreement either by signature or by commencing performance. Changes to this Agreement must be in writing and signed by both parties. Any terms on your ordering documents will be of no force or effect. The following four sentences control over every other part of this Agreement. Both parties will comply with applicable laws. DSI will not charge or collect any amounts in excess of those allowed by applicable law. Any part of this Agreement that would, but for the last four sentences of this Section, be read under any circumstances to allow for a change higher than that allowed under any applicable legal limit, is modified by this Section to limit the amounts chargeable under this Agreement to the maximum amount allowed under the legal limit. If, in any circumstances, any amount in excess of that allowed by law is charge or received, any such charge will be deemed limited by the amount legally allowed and any amount received by DSI in excess of that legally allowed will be applied by DSI to the payments of amounts legally owed under this Agreement, or refunded to you.

**32. REMOTE SERVICES.** Certain models of Equipment are supported and serviced using data that is automatically collected by DSI/Xerox from the Equipment via electronic transmission from the Equipment to a secure off-site location. Examples of automatically transmitted data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. All such data shall be transmitted in a secure manner specified by DSI/Xerox. The automatic data transmission capability will not allow DSI/Xerox to read, view or download the content of any Customer documents residing on or passing through the Equipment or Customer's information management systems.

**Proposed Configuration September 10, 2020**

Department	Equipment Model	Serial	Install Date	Status	Lease Expiration	Maintenance Plan	Maintenance Expiration	Lease Payment	Service Base	BLK Included	BLK Overages	BLK AMV	BLK Charges	CLR Included	CLR Overages	CLR AMV	CLR Charges	Equipment Total
Bureau Office	C70205 (PEPPH)	97X-221781																
Investigations	C70205 (PEPPH)	97X-221949	8/11/17	Lease	8/31/22	XPP5	8/31/22	\$250.00	\$49.00	2,000	\$0.0009	1,215	\$4.63	0	\$0.0690	1,079	\$169.12	\$472.74
DVD	C70205	97X-215678	8/11/17	Lease	8/31/22	XPP5	8/31/22	\$143.00	\$15.00	0	\$0.0109	679	\$7.40	0	\$0.0790	617	\$48.74	\$213.14
Main Office	C8170H (PEPPH)	TBD							\$89.00	10,000	\$0.0063	9,452	\$0.00	0	\$0.0490	7	\$0.00	
Crystal's Office	C70255	TBD		Lease	TBD	XPP5	TBD	\$569.00	\$29.00	2,000	\$0.0099	1,933	\$0.00	0	\$0.0690	1,493	\$103.02	\$1,051.31
Jed - Booking	C70255	TBD							\$59.00	3,000	\$0.0089	5,285	\$3.82	0	\$0.0690	2,888	\$199.37	
Jed - Transport	C70255	97X-215970	8/11/17	Lease	8/31/22	XPP5	8/31/22	\$199.00	\$39.00	2,000	\$0.0129	1,241	\$0.00	0	\$0.0790	1,035	\$81.77	\$319.77

Solution Details (Green Highlighted Machines signify Changes): Propose upgrading the WCS955 (55 pages per minute) in the main office to a C8170 (70 pages per minute) full color machine, along with upgrading the machine in Crystal's Office and the Jed Transport machine. 2nd part of this solution includes moving the machine that is currently in the Booking area of the Jed to Transport because the service cost is slightly higher on the machine and the usage is significantly lower in Transport. This will allow you to take advantage of the lower cost on the new machine in Booking where the usage is much higher. The total savings in the solution is around \$260 / Month or \$3,100 / Year. Total \$2,054.76

# XEROX® VERSALINK® COLOR MULTIFUNCTION PRINTER

Reliable. Connected. Business Ready.

C7020/C7025/C7030



ConnectKey®  
Technology



# Xerox® VersaLink® C7020/C7025/C7030 Color Multifunction Printer

The Xerox® ConnectKey® Technology-enabled VersaLink C7000 Series Color Multifunction Printer offers flawless reliability, seamless integration and advanced productivity. Cloud connected, mobile ready, app-enabled, and easy to personalize, the C7000 Series is your modern workplace assistant—helping you excel today and stay ready for the future.

## **FLAWLESS RELIABILITY. SUPERIOR PERFORMANCE.**

Right out of the box, you'll count on your Xerox® VersaLink C7000 Series Color Multifunction Printer to consistently and flawlessly perform the tasks that make your business work more efficiently. From IT-free installation wizards, to step-by-step configuration options, you're ready to go—hassle free.

Designed for superior reliability, the VersaLink C7000 Series features a new hardware design with fewer moving parts, strengthened paper-path components, and an advanced imaging system.

VersaLink devices are loaded with features and time-saving Xerox® technologies designed to speed up information sharing and reduce inefficient workflows. Ensure information accuracy with Scan and Fax preview, easily archive, organize and search with scanned documents with built-in optical character recognition (OCR).

When it comes to safeguarding critical information, VersaLink devices deliver a spectrum of stringent security features, including Secure Print and card authentication to control access.

Count on superior print quality to make your work look its best. A print resolution of up to 1200 x 2400 dpi delivers sharp text and fine line detail, plus exceptional color vibrancy, solid fills and skin tones.

## **CLOUD CONNECTED. PERSONALIZED EFFICIENCY.**

With the VersaLink C7000 Series Color Multifunction Printer's oversize, customizable 7-inch color touchscreen, you can tap, swipe and pinch your way through tasks and functions with mobile-like ease.

Preloaded Xerox® ConnectKey® Apps help optimize office efficiency, and on-screen access to the extensive Xerox App Gallery provides expanded functionality—like the Xerox® Easy Translator Service app, which quickly translates scanned documents into numerous languages.

Speed through tasks by saving common settings as presets for simple, single-touch job setup. With Simple ID, individual users and groups enter a user ID and password once, and then enjoy fast, secure, easy access to task-specific presets and commonly used apps on a personalized home screen.

## **READY FOR THE WAY YOU WORK.**

The VersaLink C7000 Series gives you the freedom to work where and how you want—with out-of-the-box connectivity to Google Drive™, Microsoft® OneDrive® and DropBox™, and access to additional options through the Xerox App Gallery.

The ability to connect and print from multiple devices is key for today's worker, and VersaLink devices meet the challenge with Apple® AirPrint®, Google Cloud Print™, Xerox® Print Service Plug-in for Android™, Near Field Communication (NFC) Tap-to-Pair and Mopria®, plus optional Wi-Fi and Wi-Fi Direct.

Learn more about why Xerox is the only choice for today's mobile professionals by visiting [www.xerox.com/mobile](http://www.xerox.com/mobile).

To learn more about VersaLink device features, go to [www.xerox.com/VersaLinkEG](http://www.xerox.com/VersaLinkEG)

## **XEROX® CONNECTKEY® TECHNOLOGY—THE NEXUS OF YOUR COMPLETE PRODUCTIVITY ECOSYSTEM**

From Xerox—the company that created the modern workplace—we present the next revolution in workplace productivity. With a consistent user experience across a wide range of devices, mobile and cloud connectivity and a growing library of apps to expand functionality, you'll work faster, better and smarter.

### **Intuitive User Experience**

An entirely new—and yet entirely familiar way to interact that includes a tablet-like experience, with gesture-based touchscreen controls and easy customization.

### **Mobile and Cloud Ready**

Instant connectivity to cloud and mobile devices right from the user interface, with access to pre-loaded, cloud-hosted services that let you work where, when and how you want.

### **Benchmark Security**

Full multi-level protection for both documents and data, ready to guard against and eliminate emerging threats and meet or exceed regulatory compliance.

### **Enables Next Generation Services**

Work more efficiently and manage resources more effectively. Easy integration of Xerox® Managed Print Services enables remote monitoring of service delivery and consumables.

### **Gateway to New Possibilities**

Instantly extend your capabilities with access to the Xerox App Gallery, featuring real-world apps designed to optimize digital workflows. Commission our network of partners to design innovative, business-specific solutions.

Find out more about how you'll work smarter at [www.connectkey.com](http://www.connectkey.com).

## FINISHING APPLICATIONS



**1 A 110-sheet Duplex Automatic Document Feeder (DADF)** scans two-sided black and white or color originals for copy, scan and fax jobs.

**2 Optional Convenience Stapler and Work Surface**

**3 Card Reader Bay** with embedded USB port<sup>1</sup>

**4 An easily accessible USB port<sup>1</sup>** allows users to quickly print from or scan to any standard USB memory device.

**5 The 100-sheet Bypass Tray** handles media sizes from 3.5 x 3.87 in. to 11.69 x 17 in./88.9 x 98.4 mm to 297 x 431.8 mm.

**6 The standard 520-sheet Tray 1** handles media sizes from 5.5 x 7.17 in. to 11.69 x 17 in./139.7 x 182 mm to 297 x 431.8 mm.

<sup>1</sup> USB ports can be disabled.

### MULTIPLE PAPER TRAY OPTIONS TO FIT EVERY NEED:

**7 Add the Single Tray Module** to the Desktop model to increase the total paper capacity to 1,140 sheets (includes Bypass Tray).

**8 Choose the Single Tray with Stand Module** to increase the total paper capacity to 1,140 sheets (includes Bypass Tray) and provides storage for toner cartridges and other supplies.

**9 Choose the Three Tray Module** increases the total paper capacity to 2,180 sheets (includes Bypass Tray). Or choose the optional High-Capacity Tandem Tray Module (not shown) allows for a total paper capacity of up to 3,140 sheets (includes Bypass Tray).

**10 The optional High-Capacity Feeder** holds 2,000 sheets of letter/A4 paper, increasing the maximum paper capacity to 5,140 sheets.



### INTRODUCING TOUCHSCREEN SUPERIORITY

Meet our all-new, 7-inch color touchscreen—the user interface that sets a higher standard for customization, personalization and versatility.

By presenting a familiar “mobile” experience—with support for gestural input and task-focused apps that share a common look and feel—fewer steps are needed to complete even the most complex jobs.

A highly intuitive layout guides you through every task from start to finish, with a natural hierarchy placing critical functions near the top of the screen and commonly used options front and center. Don't like where a function or app is located? Customize the layout to make it yours.

This unmatched balance of hardware technology and software capability helps everyone who interacts with the VersaLink<sup>®</sup> C7000 Series Color Multifunction Printer get more work done, faster.

### ADD INCREASED VERSATILITY WITH FINISHING OPTIONS:

**11 The Dual Catch Trays** (optional with Desktop model) stack up to 250 sheets each, lower tray offsets.

**12 The optional Office Finisher LX** gives you advanced finishing functions at a great value and offers optional booklet making (score, saddle-stitch).

**13 The optional Integrated Office Finisher** provides 500 sheet stacking and 50 sheet, single-position stapling.



# Xerox® VersaLink® C7020/C7025/C7030



The VersaLink C7020/C7025/C7030 Color Multifunction Printer is built on Xerox® ConnectKey® Technology. For more information, visit [www.connectkey.com](http://www.connectkey.com).

DEVICE SPECIFICATIONS	VersaLink C7020	VersaLink C7025	VersaLink C7030
Speed	Up to 20 ppm	Up to 25 ppm	Up to 30 ppm
Monthly Duty Cycle <sup>1</sup>	Up to 87,000 pages	Up to 107,000 pages	Up to 129,000 pages
Hard Drive/Processor/Memory	320 GB HDD <sup>2</sup> /1.05 GHz Dual-core/4 GB memory		
Connectivity	Ethernet 10/100/1000 Base-T, High-speed USB 3.0, Wi-Fi® and Wi-Fi Direct™ with optional Wi-Fi Kit, NFC Tap-to-Pair		
Controller Features	Unified Address Book, Configuration Cloning, Scan Preview, Xerox Extensible Interface Platform®, Xerox App Gallery, Xerox® Standard Accounting Tool, Role Based Permissions, Convenience Authentication Enabled, Online Support		
<b>Copy and Print</b>	Resolution: Copy: Up to 600 x 600 dpi; Print: Up to 1200 x 2400 dpi		
First-copy-out Time (as fast as)	As fast as 9.0 seconds color/6.9 seconds black-and-white		As fast as 7.2 seconds color/5.8 seconds black-and-white
First-print-out Time	As fast as 9.4 seconds color/7.2 seconds black-and-white	As fast as 9.4 seconds color/7.1 seconds black-and-white	As fast as 7.3 seconds color/5.6 seconds black-and-white
Page Description Languages	PCL® 5e/PCL 6/PDF/XPS/TIFF/JPEG/HP-GL/optional Adobe® PostScript® 3™		
<b>Paper Input</b>	Standard	<b>Duplex Automatic Document Feeder (DADF):</b> 110 sheets; Speed: up to 55 ipm; Custom sizes (duplex): 4.92 x 4.33 in. to 11.69 x 17 in./125 x 110 mm to 297 x 431.8 mm; Custom sizes (simplex): 4.92 x 3.35 in. to 11.69 x 17 in./125 x 85 mm to 297 x 431.8 mm <b>Bypass Tray:</b> 100 sheets; Custom sizes: 3.5 x 3.87 in. to 11.69 x 17 in./88.9 x 98.4 mm to 297 x 431.8 mm <b>Tray 1:</b> 520 sheets; Custom sizes: 5.5 x 7.17 in. to 11.69 x 17 in./139.7 x 182 mm to 297 x 431.8 mm	
	Choose One	<b>Single Tray Module:</b> 520 sheets; Custom sizes: 5.5 x 7.17 in. to 11.69 x 17 in./139.7 x 182 mm to 297 x 431.8 mm <b>Single Tray with Stand:</b> 520 sheets; Custom sizes: 5.5 x 7.17 in. to 11.69 x 17 in./139.7 x 182 mm to 297 x 431.8 mm <b>Three Tray Module (1,560 sheets):</b> 520 sheets each; Custom sizes: 5.5 x 7.17 in. to 11.69 x 17 in./139.7 x 182 mm to 297 x 431.8 mm <b>High-Capacity Tandem Tray (2,520 sheets):</b> Tray 2: 520 sheets; Custom sizes: 5.5 x 7.17 in. to 11.69 x 17 in./139.7 x 182 mm to 297 x 431.8 mm; Tray 3: 870 sheets; Standard sizes: 8.5 x 11 in. and 7.25 x 10.5 in./A4 or B5; Tray 4: 1,130 sheets; Standard sizes: 8.5 x 11 in. and 7.25 x 10.5 in./A4 or B5	
	Optional	<b>Envelope Tray:</b> Up to 60 envelopes; #10 commercial, Manarch, DL, C5; Custom sizes: 3.9 x 5.8 in. to 6.4 x 9.5 in./98 x 148 mm to 162 x 241 mm <b>High-Capacity Feeder (HCF):</b> 2,000 sheets; Standard sizes: 8.5 x 11 in. and 7.25 x 10.5 in./A4 or B5	
<b>Paper Output/Finishing</b>	Standard	Dual Catch Tray <sup>3</sup> : 250 sheets each; Lower tray offsets	
	Optional	<b>Integrated Office Finisher:</b> 500-sheet stacker, 50 sheets stapled, single position stapling <b>Office Finisher LX:</b> 2,000-sheet stacker, 50 sheets stapled, 3-position stapling, optional hole-punch, optional booklet maker (score, saddle stitch) <b>Convenience Stapler and Work Surface:</b> Staples 50 sheets	

## INTUITIVE USER EXPERIENCE

Customize and Personalize	Walkup customization, Personalize Home Screen by User, Multiple Home Screens with Simple ID, Customize by Site, Function or Workflow with Xerox App Gallery and Xerox® App Studio
Print Drivers	Job Identification, Bi-directional Status, Job Monitoring, Xerox® Global Print Driver® and Mobile Express Driver®
Embedded Web Server	PC or mobile—Status Information, Responsive Design, Settings, Device Management, Cloning
Preview	Preview of Scan/Fax with Zoom, Rotate, Add Page
Print Features	Print from USB, Secure Print, Sample Set, Personal Print, Saved Job, Xerox® Earth Smart Driver Settings, Job Identification, Booklet Creation, Store and Recall Driver Settings, Bi-directional Real-time Status, Scaling, Job Monitoring, Application Defaults, Two-sided Printing (as default), Skip Blank Pages, Draft Mode
Scan	Optical Character Recognition (OCR), Scan to USB/Email/Network (FTP/SMB), Scan File Formats: PDF, PDF/A, XPS, JPEG, TIFF; Convenience Features: Scan to Home, Searchable PDF, Single/Multi-Page PDF/XPS/TIFF/Password Protected PDF
Fax	Optional Walk-up Fax (one-line or three-line options available, includes LAN Fax, Direct Fax, Fax Forward to Email), optional Fax Over IP

## MOBILE AND CLOUD READY

Mobile Printing	Apple® AirPrint <sup>3</sup> , Google Cloud Print™ Ready, Xerox® Print Service and Mopria® Print Service Plug-ins for Android™
Mobility Options	@PrintByXerox®, Xerox® Mobile Print and Mobile Print Cloud®, Connect via NFC/Wi-Fi Direct Printing®, Xerox® Mobile Link App®. Visit <a href="http://www.xerox.com/offcemobileapps">www.xerox.com/offcemobileapps</a> for available apps.
Cloud Connectors <sup>3</sup>	Print from/Scan to Google Drive™, Microsoft® OneDrive®, Dropbox™, Microsoft Office 365®, Box®, Xerox® DocuShare® Platform and more

## BENCHMARK SECURITY

Network Security	IPsec, HTTPS, encrypted email, Network Authentication, SNMPv3, SSL/TLS, Security Certificates, Automatic Self-Signed Certificate
Device Access	Firmware Verification, User access and internal firewall, Port/IP/Domain Filtering, Audit Log, Access Controls, User Permissions, Smart Card Enabled (CAC/PIV.NET), Integrated Card Reader Bay
Data Protection	Setup/Security Wizards, Job Level Encryption via HTTPS/IPPS submission, Encrypted hard disk (AES 256-bit, FIPS 140-2) and image overwrite, Common Criteria Certification (ISO 15408) (undergoing evaluation)
Document Security	Secure Print, Secure Fax, Secure Scan, Secure Email, Password Protected PDF

## ENABLES NEXT GENERATION SERVICES

Print Management	Xerox® Print Management and Mobility Suite®, Configuration Cloning, Xerox® Standard Accounting Tool, Equitrac®, Y Soft® and more
Managing Print	Xerox® Device Manager, Support Assistance, Auto Meter Read, Managed Print Services tools
Sustainability	Cisco EnergyWise®, Earth Smart Printing, Print User ID on margins

## Gateway to New Possibilities

Cloud Services	Xerox® Easy Translator®, Xerox® Healthcare MFP Solution (U.S. only)®, many additional services available
Xerox App Gallery	Many apps and cloud services available. Visit <a href="http://www.xerox.com/appgallery">www.xerox.com/appgallery</a> for a growing selection of Xerox® apps available for adding functions.

<sup>1</sup> Maximum volume capacity expected in any one month. Not expected to be sustained on a regular basis. <sup>2</sup> HDD and Dual Catch Tray are optional on Desktop model. <sup>3</sup> Free optional download from Xerox App Gallery to the Printer—[www.xerox.com/xeroxappgallery](http://www.xerox.com/xeroxappgallery). \* Purchased option; † Visit [www.apple.com](http://www.apple.com) for AirPrint Certification list.

For more detailed specifications, go to [www.xerox.com/VersaLinkC7000Specs](http://www.xerox.com/VersaLinkC7000Specs)

©2017 Xerox Corporation. All rights reserved. Xerox®, Xerox and Design®, ConnectKey®, DocuShare®, Global Print Driver®, Mobile Express Driver®, VersaLink® and Xerox Extensible Interface Platform® are trademarks of Xerox Corporation in the United States and/or other countries. The information in this brochure is subject to change without notice. Updated 6/17 BR21496 VC7BR-01UA



# Lease Agreement



Supplier Name & Address: Document Systems, Inc.			
Owner: XEROX FINANCIAL SERVICES LLC - 201 Merritt 7, Norwalk, CT 06851			Agreement Number: 44413
CUSTOMER INFORMATION			
Full Legal Name: FRANKLIN, COUNTY OF			Phone:
Billing Address: 285 T KEMP RD		Contact Name:	
City: LOUISBURG	State: NC	Zip Code: 27549	Contact Email:
EQUIPMENT			
Quantity	Model and Description	Quantity	Model and Description
1	C8170H w/ Office Finisher		
2	C7020S w/ Fax & PS		
Equipment Location (if different from Billing Address):			
TERM	LEASE PAYMENT - (Monthly frequency unless otherwise noted)	PURCHASE OPTION - (FMV unless otherwise noted)	
Initial Term: (in months) 60	Lease Payment (plus applicable taxes): \$569.00 Frequency: Monthly	FMV	
CUSTOMER ACCEPTANCE			
BY YOUR SIGNATURE BELOW, YOU ACKNOWLEDGE THAT YOU ARE ENTERING INTO A NON-CANCELLABLE AGREEMENT AND THAT YOU HAVE READ AND AGREED TO ALL APPLICABLE TERMS AND CONDITIONS SET FORTH ON PAGES 1 AND 2 HEREOF.			
Authorized Signer X:	Date:	Federal Tax ID # (Required):	
Print Name:	Title:		
OWNER ACCEPTANCE			
Accepted By: Xerox Financial Services LLC	Name and Title:	Date:	
TERMS & CONDITIONS			

1. Definitions. The words "you" and "your" mean the legal entity identified in "Customer Information" above, and "XFS," "we," "us," "Owner" and "our" mean Xerox Financial Services LLC. "Party" means you or XFS, and "Parties" means both you and XFS. "Supplier" means the entity identified as "Supplier" above. "Acceptance Date" means the date you irrevocably determine Equipment has been delivered, installed and operating satisfactorily. "Agreement" means this Lease Agreement, including any attached Equipment schedule. "Commencement Date" will be a date after the Acceptance Date, as set forth in our first invoice, for the purpose of facilitating an orderly transition and to provide a uniform billing cycle. "Discount Rate" means 3% per annum. "Equipment" means the items identified in "Equipment" above and in any attached Equipment schedule, plus any Software (as defined in Section 3 hereof), attachments, accessories, replacements, replacement parts, substitutions, additions and repairs thereto. "Interim Period" means the period, if any, between the Acceptance Date and the Commencement Date. "Interim Payment" means one thirtieth of the Lease Payment multiplied by the number of days in the Interim Period. "Payment" means the Lease Payment specified above, Taxes and other charges you, Supplier and XFS agree will be invoiced by XFS. "Maintenance Agreement" means a separate agreement between you and Supplier for maintenance and support purposes. "Origination Fee" means a one-time fee of \$125 billed on your first invoice, which you agree to pay, covering origination, documentation, processing and other initial costs. "Term" means the Interim Period, if any, together with the Initial Term plus any subsequent renewal or extension terms. "UCC" means the Uniform Commercial Code of the State(s) where XFS must file UCC-1 financing statements to perfect its security interest in the Equipment.

2. Agreement, Payments and Late Payments. You agree and represent that the Equipment was selected, configured and negotiated by you based on your judgment and supplied by Supplier. At your request, XFS will acquire same from Supplier to lease to you hereunder and you agree to lease same from XFS. The Initial Term commences on the Commencement Date. You agree to pay XFS the first Payment plus any applicable Interim Payment no later than 30 days after the Commencement Date; each subsequent Payment shall be payable on the same date of each month thereafter. You agree to pay us all sums due under each invoice via check, Automated Clearing House debit, Electronic Funds Transfer or direct debit from your bank account by the due date. If any Payment is not paid in full within 5 days after its due date, you will pay a late charge of the greater of 10% of the amount due or \$25, not to exceed the maximum amount permitted by law. For each dishonored or returned Payment, you will be assessed the applicable fee, not to exceed \$35. Restrictive covenants on any method of payment will be ineffective.

3. Equipment and Software. To the extent that Equipment includes intangible property or associated services such as software licenses, such intangible property shall be referred to as "Software." You acknowledge and agree that XFS is not the licensor of such Software, and therefore has no right, title or interest in it, and you will comply throughout the Term with any license and/or other agreement ("Software License") with the supplier of the Software ("Software Supplier"). You are responsible for determining with the Supplier whether any Software Licenses are required, and entering into them with Software Supplier(s) no later than 30 days after the Acceptance Date. YOU AGREE THE EQUIPMENT IS FOR YOUR LAWFUL BUSINESS USE IN THE UNITED STATES, WILL NOT BE USED FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES, AND IS NOT BEING ACQUIRED FOR RESALE. You will not attach the Equipment as a fixture to real estate or make any permanent alterations to it.

4. Non-Cancellable Agreement. THIS AGREEMENT CANNOT BE CANCELLED OR TERMINATED BY YOU PRIOR TO THE END OF THE INITIAL TERM. YOUR OBLIGATION TO MAKE ALL PAYMENTS IS ABSOLUTE AND UNCONDITIONAL AND NOT SUBJECT TO DELAY, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM OR RECOUPMENT FOR ANY REASON WHATSOEVER, IRRESPECTIVE OF THE PERFORMANCE OF THE EQUIPMENT, SUPPLIER, ANY THIRD PARTY OR XFS. Any pursued claim by you against XFS for alleged breach of our obligations hereunder shall be asserted solely in a separate action; provided, however, that your obligations hereunder shall continue unabated.

5. End of Agreement Options. If a \$1 Purchase Option is designated, you will be deemed to have exercised your option to purchase the Equipment as of the Acceptance Date. If an FMV purchase option is designated, if you are not in default and if you provide no greater than 150 days and no less than 60 days' prior written notice to XFS, you may, at the end of the Initial Term or any renewal term ("End Date"), either (a) purchase all, but not less than all, of the Equipment by paying its fair market value, as determined by XFS in its sole but reasonable discretion ("Determined FMV"), plus Taxes, or (b) return the Equipment within 30 days of the End Date, at your expense, fully insured, to a continental US location XFS shall specify. You cannot return Equipment more than 30 days prior to the End Date without our consent. If we consent, we may charge you, in addition to all undiscounted amounts due hereunder, an early termination fee. If you have not elected one of the above options, this Agreement shall renew for successive 3-month terms. Either party may terminate the Agreement as of the end of any 3-month renewal term on 30 days' prior written notice and by taking one of the actions identified in (a) or (b) in the preceding sentence of this section. Any FMV purchase option shall be exercised with respect to each item of Equipment on the day immediately following the date of expiration of the Term of such item, and by the delivery at such time by you to XFS of payment, in form acceptable to XFS, of the amount of the applicable purchase price. Upon payment of the applicable amount, XFS shall transfer our interest in the Equipment to you on an "AS IS, WHERE IS," "WITH ALL FAULTS" basis, without representation or warranty of any kind.

6. Equipment Delivery and Maintenance. You should arrange with Supplier to have the Equipment delivered to you at the location(s) specified herein, and you agree to execute a Delivery & Acceptance Certificate at XFS's request (and confirm same via telephone and/or electronically) confirming when you have received, inspected and irrevocably accepted the Equipment, and authorize XFS to fund the Supplier for the Equipment. If you fail to accept the Equipment, you shall no longer have any obligations hereunder; however, you remain liable for any Equipment purchase order or other contract issued on your behalf directly with Supplier. Equipment may not be moved to another physical address without XFS's prior written consent, which shall not be unreasonably withheld or delayed. You agree that you will not take the Equipment out of service during the Term. You shall permit XFS or its agent to inspect Equipment and any maintenance records relating thereto during your normal business hours upon reasonable notice. You represent you have entered into a Maintenance Agreement to maintain the Equipment in good working order in accordance with the manufacturer's maintenance guidelines and to provide you with Equipment supplies. You acknowledge that XFS is acting solely as an administrator for Supplier with respect to the billing and collecting of the charges under any Maintenance Agreement. XFS IS NOT LIABLE FOR ANY BREACH BY SUPPLIER OF ANY OF ITS OBLIGATIONS TO YOU, NOR WILL ANY OF YOUR OBLIGATIONS HEREUNDER BE MODIFIED, RELEASED OR EXCUSED BY ANY ALLEGED BREACH BY SUPPLIER.

7. Equipment Ownership, Labeling and UCC Filing. If and to the extent a court deems this Agreement to be a security agreement under the UCC, and otherwise for precautionary purposes only, you grant XFS a first priority security interest in your interest in the Equipment as defined above in order to secure your performance hereunder. Unless a \$1 Purchase Option is applicable, XFS is and shall remain the sole owner of the Equipment, except the Software. You authorize XFS to file a UCC financing statement to show, and to do all other acts to protect, our interest in the Equipment. You agree to pay any filing fees and administrative costs for the filing of such financing statements. You agree to keep the Equipment free from any liens or encumbrances and to promptly notify XFS if there is any change in your organization such that a refiling or amendment to XFS's financing statement against you becomes necessary.

8. **Equipment Return.** If the Equipment is returned to XFS, it shall be in the same condition as when delivered to you, except for "ordinary wear and tear" and, if not in such condition, you will be liable for all expenses XFS incurs to return the Equipment to such condition. IT IS SOLELY YOUR RESPONSIBILITY TO SECURE ANY SENSITIVE DATA AND PERMANENTLY DELETE SUCH DATA FROM THE INTERNAL MEDIA STORAGE PRIOR TO RETURNING THE EQUIPMENT TO XFS. YOU SHALL HOLD XFS HARMLESS FROM YOUR FAILURE TO SECURE AND PERMANENTLY DELETE ALL SUCH CUSTOMER DATA AS OUTLINED IN THIS SECTION.

9. **Assignment.** YOU MAY NOT ASSIGN, SELL, PLEDGE, TRANSFER, SUBLEASE OR PART WITH POSSESSION OF THE EQUIPMENT, THIS AGREEMENT OR ANY OF YOUR RIGHTS OR OBLIGATIONS UNDER THIS AGREEMENT (COLLECTIVELY "ASSIGNMENT") WITHOUT XFS'S PRIOR WRITTEN CONSENT, WHICH SHALL NOT BE UNREASONABLY WITHHELD, BUT SUBJECT TO THE SOLE EXERCISE OF XFS'S REASONABLE CREDIT DISCRETION AND EXECUTION OF ANY NECESSARY ASSIGNMENT DOCUMENTATION. If XFS agrees to an Assignment, you agree to pay the applicable assignment fee and reimburse XFS for any costs we incur in connection with that Assignment, which in the aggregate shall not exceed \$250. XFS may sell, assign or transfer all or any part of the Equipment, this Agreement and/or any of our rights (but none of our obligations except for invoicing and tax administration) hereunder. XFS's assignee will have the same rights that we have to the extent assigned. YOU AGREE NOT TO ASSERT AGAINST SUCH ASSIGNEE ANY CLAIMS, DEFENSES, COUNTERCLAIMS, RECOUPMENTS, OR SET-OFFS THAT YOU MAY HAVE AGAINST XFS, and you agree to remit Payments to such Assignee if so designated. XFS agrees and acknowledges that any Assignment by us will not materially change your obligations hereunder.

10. **Taxes.** You will be responsible for, indemnify and hold XFS harmless from, all applicable taxes, fees or charges (including sales, use, personal property and transfer taxes (other than net income taxes), plus interest and penalties) assessed by any governmental entity on you, the Equipment, this Agreement, or the amounts payable hereunder (collectively, "Taxes"), which will be included in XFS's Invoices to you unless you timely provide continuing proof of your tax exempt status. Regardless of your tax-exempt status, XFS reserves the right to pass through, and you agree to pay, any such Taxes that are actually assessed by the applicable State on XFS as lessor of the Equipment. For jurisdictions where certain taxes are calculated and paid at the time of agreement initiation, you authorize XFS to finance and adjust your Payment to include such Taxes over the Term. Unless and until XFS notifies you in writing to the contrary, the following shall apply to personal property taxes and returns. If an FMV purchase option is applicable, XFS will file all personal property tax returns covering the Equipment, pay the personal property taxes levied or assessed thereon, and collect from your account all personal property taxes on the Equipment. If a \$1 purchase option is applicable, you will file all personal property tax returns covering the Equipment, pay the personal property taxes levied or assessed thereon, and provide us proof thereof upon our request. XFS MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE TAX OR ACCOUNTING TREATMENT OF THIS AGREEMENT.

11. **Equipment Warranty Information and Disclaimers.** XFS HAS NO INVOLVEMENT IN THE DESIGN, MANUFACTURE, SALE, DELIVERY, INSTALLATION, USE OR MAINTENANCE OF THE EQUIPMENT. THEREFORE, XFS DISCLAIMS, AND YOU WAIVE SOLELY AGAINST XFS, ALL EQUIPMENT WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE, AND XFS MAKES NO REPRESENTATIONS WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE EQUIPMENT'S SUITABILITY, FUNCTIONALITY, DURABILITY OR CONDITION. Since you have selected the Equipment and Supplier, you acknowledge that you are aware of the name of the manufacturer of each item of Equipment, Supplier's contact information, and agree that you will contact manufacturer and/or Supplier for a description of any warranty rights you may have under the Equipment supply contract, sales order, or otherwise. Provided you are not in default hereunder, XFS hereby assigns to you any Equipment warranty rights we may have against Supplier or manufacturer. If the Equipment is returned to XFS or you are in default, such rights are deemed reassigned by you to XFS. IF THE EQUIPMENT IS NOT PROPERLY INSTALLED, DOES NOT OPERATE AS WARRANTED, BECOMES OBSOLETE, OR IS UNSATISFACTORY FOR ANY REASON WHATSOEVER, YOU SHALL MAKE ALL RELATED CLAIMS SOLELY AGAINST MANUFACTURER OR SUPPLIER AND NOT AGAINST XFS, AND YOU SHALL NEVERTHELESS CONTINUE TO PAY ALL PAYMENTS AND OTHER SUMS PAYABLE UNDER THIS AGREEMENT.

12. **Liability and Indemnification.** XFS IS NOT RESPONSIBLE FOR ANY LOSSES, DAMAGES, EXPENSES OR INJURIES OF ANY KIND OR TYPE, INCLUDING, BUT NOT LIMITED TO, ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (COLLECTIVELY, "CLAIMS") TO YOU OR ANY THIRD PARTY CAUSED BY THE EQUIPMENT OR ITS USE. You assume the risk of liability for, and hereby agree to indemnify and hold safe and harmless, and covenant to defend, XFS, its employees, officers and agents from and against: (a) any and all Claims (including legal expenses of every kind and nature) arising out of the acceptance or rejection, ownership, leasing, possession, operation, use, return or other disposition of the Equipment; and (b) any and all loss or damage of or to the Equipment. Neither sentence in this Section shall apply to Claims arising directly and proximately from XFS's gross negligence or willful misconduct.

13. **Default and Remedies.** You will be in default hereunder if XFS does not receive any Payment within 10 days after its due date, or you breach any other material obligation hereunder or any other agreement with XFS. If you default, and such default continues for 10 days after XFS provides notice to you, XFS may, in addition to other remedies (including disabling or repossessing the Equipment and/or requesting Supplier to cease performing under the Maintenance Agreement), immediately require you to do one or more of the following: (a) as liquidated damages for loss of bargain and not as a penalty, pay the sum of (i) all amounts then past due, plus interest from the due date until paid at the rate of 1.5% per month; (ii) the Payments remaining in the Term (including the fixed maintenance component thereof, if permitted under the Maintenance Agreement), discounted at the Discount Rate to the date of default; (iii) the Equipment's booked residual; and (iv) Taxes; and (b) require you to return the Equipment as provided in Sections 5 and 8 hereof. You agree to pay all reasonable costs, including attorneys' fees and disbursements, incurred by XFS to enforce this Agreement.

14. **Risk of Loss and Insurance.** You assume and agree to bear the entire risk of loss, theft, destruction or other impairment of the Equipment upon delivery. You, at your own expense, (i) shall keep Equipment insured against loss or damage at a minimum of full replacement value thereof, and (ii) shall carry liability insurance against bodily injury, including death, and against property damage in the amount of at least \$2 million (collectively, "Required Insurance"). All such Equipment loss/damage insurance shall be with lender's loss payable to "XFS, its successors and/or assigns, as their interests may appear," and shall be with companies reasonably acceptable to XFS. XFS shall be named as an additional insured on all liability insurance policies. The Required Insurance shall provide for 30 days' prior notice to XFS of cancellation.

YOU MUST PROVIDE XFS OR OUR DESIGNEES WITH SATISFACTORY WRITTEN EVIDENCE OF REQUIRED INSURANCE WITHIN 30 DAYS OF THE ACCEPTANCE DATE AND ANY SUBSEQUENT WRITTEN REQUEST BY XFS OR OUR DESIGNEES. IF YOU DO NOT DO SO, THEN IN LIEU OF OTHER REMEDIES FOR DEFAULT, XFS IN OUR DISCRETION AND AT OUR SOLE OPTION MAY (BUT IS NOT REQUIRED TO) OBTAIN INSURANCE FROM AN INSURER OF XFS'S CHOOSING, WHICH MAY BE AN XFS AFFILIATE, IN SUCH FORMS AND AMOUNTS AS XFS DEEMS REASONABLE TO PROTECT XFS'S INTERESTS (COLLECTIVELY "EQUIPMENT INSURANCE"). EQUIPMENT INSURANCE WILL COVER THE EQUIPMENT AND XFS; IT WILL NOT NAME YOU AS AN INSURED AND MAY NOT COVER ALL OF YOUR INTEREST IN THE EQUIPMENT AND WILL BE SUBJECT TO CANCELLATION AT ANY TIME. YOU AGREE TO PAY XFS PERIODIC CHARGES FOR EQUIPMENT INSURANCE (COLLECTIVELY "INSURANCE CHARGES") THAT INCLUDE: AN INSURANCE PREMIUM THAT MAY BE HIGHER THAN IF YOU MAINTAINED THE REQUIRED INSURANCE SEPARATELY; A FINANCE CHARGE OF UP TO 1.5% PER MONTH ON ANY ADVANCES MADE BY XFS OR OUR AGENTS; AND COMMISSIONS, BILLING AND PROCESSING FEES; ANY OR ALL OF WHICH MAY GENERATE A PROFIT TO XFS OR OUR AGENTS. XFS MAY ADD INSURANCE CHARGES TO EACH PAYMENT. XFS shall discontinue billing or debiting Insurance Charges for Equipment Insurance upon receipt and review of satisfactory evidence of Required Insurance.

You must promptly notify XFS of any loss or damage to Equipment which makes any item of Equipment unfit for continued or repairable use. You hereby irrevocably appoint XFS as your attorney-in-fact to execute and endorse all checks or drafts in your name to collect under any such Required Insurance. Insurance proceeds from Required Insurance or Equipment Insurance received shall be applied, at XFS's option, to (x) restore the Equipment so that it is in the same condition as when delivered to you (normal wear and tear excepted), or (y) if the Equipment is not restorable, to replace it with like-kind condition Equipment from the same manufacturer, or (z) pay to XFS the greater of (i) the total unpaid Payments for the entire Term hereof (discounted to present value at the Discount Rate) plus, if an FMV purchase option is designated on the first page hereof, XFS's residual interest in such Equipment (herein agreed to be 20% of the Equipment's original cost to XFS) plus any other amounts due to XFS hereunder, or (ii) the Determined FMV immediately prior to the loss or damage. NO LOSS OR DAMAGE TO EQUIPMENT, OR XFS'S RECEIPT AND APPLICATION OF INSURANCE PROCEEDS, SHALL RELIEVE YOU OF ANY OF YOUR REMAINING OBLIGATIONS UNDER THIS AGREEMENT. Notwithstanding procurement of Equipment Insurance or Required Insurance, you remain primarily liable for performance under this Section in the event the applicable insurance carrier fails or refuses to pay any claim. YOU AGREE (i) AT XFS'S SOLE ELECTION TO ARBITRATE ANY DISPUTE WITH XFS, OUR AGENTS OR ASSIGNS REGARDING THE EQUIPMENT INSURANCE UNDER THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION IN FAIRFIELD COUNTY, CT, (ii) THAT IF XFS MAKES THE FOREGOING ELECTION ARBITRATION (NOT A COURT) SHALL BE THE EXCLUSIVE REMEDY FOR SUCH DISPUTES; AND (iii) THAT CLASS ARBITRATION IS NOT PERMITTED. This arbitration option does not apply to any other provision of this Agreement.

15. **Finance Lease and Customer Waivers.** The parties agree this Agreement shall be construed as a "finance lease" under UCC Article 2A. Customer waives its rights as a lessee under UCC 2A sections 508-522.

16. **Authorization of Signer and Credit Review.** You represent that you may lawfully enter into, and perform, this Agreement, that the individual signing this Agreement on your behalf has all necessary authority to do so, and that all financial information you provide accurately represents your financial condition. You agree to furnish financial information that XFS may request now, including your Federal Tax ID, and you authorize XFS to obtain credit reports on you in the future should you default or fail to make prompt payments hereunder.

17. **Original and Sole Controlling Document. No Modifications Unless in Writing.** This Agreement constitutes the entire agreement between the Parties as to the subjects addressed herein, and representations or statements not included herein are not part of this Agreement and are not binding on the Parties. You agree that an executed copy of this Agreement that is signed by your authorized representative and by XFS's authorized representative (an original manual signature or such signature reproduced by means of a reliable electronic form, such as electronic transmission of a facsimile or electronic signature) shall be marked "original" by XFS and shall constitute the only original document for all purposes. To the extent this Agreement constitutes UCC chattel paper, no security interest in this Agreement may be created except by the possession or transfer of the copy marked "original" by XFS. IF A PURCHASE ORDER OR OTHER DOCUMENT IS ISSUED BY YOU, NONE OF ITS TERMS AND CONDITIONS SHALL BE BINDING ON XFS, AS THE TERMS AND CONDITIONS OF THIS AGREEMENT EXCLUSIVELY GOVERN THE TRANSACTION DOCUMENTED HEREIN. SUPPLIER AND ITS REPRESENTATIVES ARE NOT OUR AGENTS AND ARE NOT AUTHORIZED TO MODIFY OR NEGOTIATE THE TERMS OF THIS AGREEMENT. THIS AGREEMENT MAY NOT BE AMENDED OR SUPPLEMENTED EXCEPT IN A WRITTEN AGREEMENT SIGNED BY AUTHORIZED REPRESENTATIVES OF THE PARTIES AND NO PROVISIONS CAN BE WAIVED EXCEPT IN A WRITING SIGNED BY XFS. You authorize XFS to insert or correct missing information on this Agreement, including but not limited to your proper legal name, agreement/numbers, serial numbers and other Equipment information, so long as there is no material impact to your financial obligations.

18. **Governing Law, Jurisdiction, Venue and JURY TRIAL WAIVER.** THIS AGREEMENT IS GOVERNED BY, AND SHALL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CONNECTICUT. THE JURISDICTION AND VENUE OF ANY ACTION TO ENFORCE THIS AGREEMENT, OR OTHERWISE RELATING TO THIS AGREEMENT, SHALL BE IN A FEDERAL OR STATE COURT IN FAIRFIELD COUNTY, CONNECTICUT OR, EXCLUSIVELY AT XFS'S OPTION, IN ANY OTHER FEDERAL OR STATE COURT WHERE THE EQUIPMENT IS LOCATED OR WHERE XFS'S OR YOUR PRINCIPAL PLACES OF BUSINESS ARE LOCATED, AND YOU HEREBY WAIVE ANY RIGHT TO TRANSFER VENUE. THE PARTIES HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION RELATED TO OR ARISING OUT OF THIS AGREEMENT.

19. **Miscellaneous.** Your obligations under the "Taxes" and "Liability" Sections commence upon execution, and survive the expiration or earlier termination, of this Agreement. Notices hereunder must be in writing. Notices to you will be sent to the "Billing Address" provided on the first page hereof, and notices to XFS shall be sent to our address provided on the first page hereof. Notices will be deemed given 5 days after mailing by first class mail or 2 days after sending by nationally recognized overnight courier. Invoices are not considered notices and are not governed by the notice terms hereof. You authorize XFS to communicate with you by any electronic means (including cellular phone, email, automatic dialing and recorded messages) using any phone number (including cellular) or electronic address you provide to us. If a court finds any term of this Agreement unenforceable, the remaining terms will remain in effect. The failure by either Party to exercise any right or remedy will not constitute a waiver of such right or remedy. If more than one party has signed this Agreement as Customer, each such party agrees that its liability is joint and several. The following four sentences control over every other part of this Agreement: Both Parties will comply with applicable laws. XFS will not charge or collect any amounts in excess of those allowed by applicable law. Any part of this Agreement that would, but for the last four sentences of this Section, be read under any circumstances to allow for a charge higher than that allowed under any applicable legal limit, is modified by this Section to limit the amounts chargeable hereunder to the maximum amount allowed under the legal limit. If, in any circumstances, any amount in excess of that allowed by law is charged or received, any such charge will be deemed limited by the amount legally allowed and any amount received by XFS in excess of that legally allowed will be applied by us to the payment of amounts legally owed hereunder or refunded to you.



**For use with only with Leases that are part of a transaction under PEPPM Contract 528897-300\* for all states except CA, and PEPPM Contract 528899-188\* for California.**

**RE: AMENDMENT TO AGREEMENT # \_\_\_\_\_144413\_\_\_\_\_ ; (the "Agreement")**

This is an amendment to subject Agreement between \_\_\_\_\_Franklin, County of \_\_\_\_\_, ("Customer") and Xerox Financial Services LLC, ("Owner"), dated and effective as of \_\_\_\_\_. All capitalized but undefined terms used in this Amendment shall have the meanings set forth in the Lease.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties agree to amend the Lease as follows:

**The phrase in the End of Agreement Options section:**

(b) return the Equipment within 30 days of the End Date, at your expense, fully insured, to a continental US location XFS shall specify.

**Is replaced with:**

(b) return the Equipment within 30 days of the End Date, at your expense not to exceed \$1,750 per individual unit of Equipment, fully insured, to a continental US location XFS shall specify.

**The Risk of Loss and Insurance section is replaced with the following:**

You assume and agree to bear the entire risk of loss, theft, destruction or other impairment of the Equipment upon delivery. You, at your own expense shall keep Equipment insured against loss or damage at a minimum of full replacement value thereof ("Required Insurance"). All such Equipment loss/damage insurance shall be with lender's loss payable to "XFS, its successors and/or assigns, as their interests may appear," and shall be with companies reasonably acceptable to XFS or under an XFS-approved self-insurance program. The Required Insurance shall provide for 30 days' prior notice to XFS of cancellation.

**The following is added:**

**Non-Appropriation.** Your obligation to remit the Payments and any other amounts due is contingent upon approval of the appropriation of funds by your governing body. In the event funds are not appropriated for any forthcoming fiscal period equal to amounts due under the Agreement, and you have no other funds legally available to be allocated to the payment of your obligations hereunder, you may terminate the Agreement effective on the first day of such forthcoming fiscal period ("Termination Date") if: (a) you have used due diligence to exhaust all funds legally available, and (b) XFS has received written notice from you at least 30 days before the Termination Date. At XFS's request, you shall promptly provide supplemental documentation as to such non-appropriation. Upon the occurrence of such non-appropriation, you shall not be obligated for any Payment for any forthcoming fiscal period for which funds have not been so appropriated, and you shall promptly return the Equipment as set forth in the return provisions of this Agreement.

**ACCEPTED AND ACKNOWLEDGED:**

**CUSTOMER ACCEPTANCE**

Authorized Signor: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

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

**OWNER ACCEPTANCE**

Accepted by: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

**Signor for the Lease Agreement and this Amendment must be the same.**

\*Valid through 12/31/2021

C8130/C8135/C8145/C8155/C8170

# Xerox® AltaLink® Color Multifunction Printer

The Ideal Digital Workplace Assistant for Demanding Teams



ConnectKey®  
Technology

xerox™

# Xerox® AltaLink® C8130/C8135/C8145/C8155/C8170 Color Multifunction Printer

Want work done right? AltaLink will help you do a lot more than just print. You can automate document workflows and connect to the systems that run your business – seamlessly. Protected by comprehensive security features, they are true Workplace Assistants that will free up time for you to do more of what really matters.

## A PRODUCTIVE WORK EXPERIENCE FOR ALL

Feel right at home instantly with AltaLink.

The intuitive and personalized tablet-like interface balances simplicity and efficiency, and reduces steps to complete tasks with a single tap.

Native mobility features, like Wi-Fi Direct (optional), make it easy for workers to print from their mobile devices and access the advanced AltaLink capabilities such as Xerox® @PrintByXerox App, Google Cloud Print™, Xerox® Print Service Plug-In for Android™ or AirPrint®.

AltaLink devices bridge the physical and digital worlds with apps and advanced scanning capabilities that allow you to digitize, route and process information in a snap. Automate tedious tasks to save time and reduce errors.

Translate documents to 50+ languages with the Xerox® Translate and Print App. Convert hard copy to audio for easy listening on the go with the Xerox® Audio Documents App. And get your handwritten note off the page and into the digital world with the Xerox® Note Converter App.

## RIGHT FIT FOR EVERY NEED

Big jobs, small jobs and everything in between — AltaLink can be customized to do it all. Your choice of finishing options and accessories means you can configure your device for any type of document.

The speed of business has never moved so fast, but the AltaLink makes it easy to keep up.

Stay in the fast lane with access to the Xerox® App Gallery. It's your gateway to an ever-growing collection of apps designed to

simplify time-consuming, repetitive or complex processes as your business evolves.

Simplify IT support as your fleet grows. Fleet Orchestrator allows you to adjust configurations and settings on all your devices at once. Perform interactive training and support your users right from your desktop with the Remote Control Panel.

## COMPREHENSIVE SECURITY

Stop threats where they start with the comprehensive protection that's trusted by the most security-minded businesses and governments.

Built-in security, including the AltaLink Trusted Boot that protects the integrity of the device start-up process from malicious actions, McAfee® whitelisting and integrations with McAfee ePO and Cisco ISE that neutralize threats instantly at the device and protect the network. Configuration Watchdog monitors and automatically remediates critical IT-defined security settings.

Native Security Information and Event Management (SIEM) simplifies reporting and management of security events. And integration with Xerox® Printer Security Audit Service, available as part of Xerox® Intelligent Workplace Services, helps maximize printer fleet, document and content security.

## COLOR WHERE IT COUNTS

High-resolution output of 1200 x 2400 dpi and best-in-class HD Super Fine EA Toner plus superior color rendering and consistency will give your documents clarity and impact. You can also upgrade your AltaLink C8100 Series with the Xerox® EX-c C8100 Print Server Powered by Fiery®, delivering more options for professional-looking documents.

## XEROX® CONNECTKEY® TECHNOLOGY

### Intuitive User Experience

Enjoy a tablet-like experience with gesture-based touchscreen controls and easy personalization, plus simple workflows and functions.

### Mobile and Cloud Ready

Be more mobile with cloud-hosted services and instant connectivity to cloud and mobile devices right from the user interface.

### Comprehensive Security

Prevent unauthorized access, detect threats and protect data and documents with built-in comprehensive security features.

### Enables Intelligent Workplace Services

Seamless integration with Xerox Intelligent Workplace Services delivers next-level workplace efficiency, employee productivity and security.

### Gateway to New Possibilities

Transform the way you work with the apps in the Xerox App Gallery. Or have one of our partners develop a custom solution for you.

Find out more about how you'll work smarter at [www.ConnectKey.com](http://www.ConnectKey.com)



# Xerox® AltaLink® C8130/C8135/C8145/C8155/C8170 Color Multifunction Printer

**Single-Pass Duplex Automatic Document Feeder (DADF)** saves time by simultaneously scanning both sides of two-sided documents up to 270 impressions per minute (ipm).



## USER INTERFACE



**Intuitive Tablet-Like 10.1-inch Color Touchscreen** is customizable and lets you perform tasks in just a few taps. Try it out at [xerox.com/AltaLink8100UI](http://xerox.com/AltaLink8100UI)

## PAPER INPUT<sup>1</sup>

**Two 520-sheet Adjustable Trays** (common with all configurations). Tray 1 handles media sizes up to 11.7 x 17 in. / A3 and Tray 2 handles media sizes up to 12 x 18 in. / SRA3.



**Envelope Kit** (optional — replaces Tray 1) provides feeding of up to 60 envelopes.



**High Capacity Tandem Tray Configuration** holds a total paper capacity of up to 3,140 sheets.

**Four Tray Module Configuration** (available for C8130/C8135) holds a total of up to 2,180 sheets.

**Bypass Tray** handles up to 100 sheets. Custom sizes: 3.5 x 3.9 to 12.6 x 52 in. / 89 x 98 mm to 320 x 1,320 mm.



**High-Capacity Feeder** (optional) holds 3,000 sheets of letter/A4 paper. Increasing the maximum paper capacity to 6,140 sheets.



## LONG SHEET PRINTING

**Long Sheet Feed Kit** (optional) provides the ability to print up to 12.6 x 52 in. / 320 x 1,320 mm media.



## INNOVATIVE TECHNOLOGIES



**Xerox® Integrated RFID Card Reader** (optional) adds card-based authentication with support for over 90 access cards.



**Near Field Communication (NFC) Tap-to-Pair** allows users to tap their mobile device to the AltaLink C8100 Series user panel and quickly connect with the MFP.



**Smart Proximity Sensor** detects when users are nearby. It conserves energy during inactive periods and automatically activates the device when a user approaches.

## PAPER OUTPUT / FINISHERS<sup>1</sup>



**Office Finisher** (optional) provides advanced finishing functions, optional crease/score and saddle-stitch booklet, making it capable of 60-page booklets (2 to 15 sheets).



**Business Ready (BR) Finisher** (optional) gives you advanced finishing functions at a great value.



**C-Fold/Z-Fold Unit** (optional) adds C-fold, Z-fold and Z-half-fold to the BR Finisher or BR Booklet Maker Finisher.



**BR Booklet Maker Finisher** (optional) create 64-page saddle-stitched booklets (2 to 16 sheets).



**Dual Offset Catch Tray** (available when no finishers are installed; Single Offset Catch Tray with finishers).



**Integrated Office Finisher** (optional with C8130/C8135/ C8145/C8155) provides 500 sheet stacking and 50-sheet, 2 position stapling



**Convenience Stapler** (optional) staples up to 50 sheets of 20 lb. / 75 gsm media.

<sup>1</sup> Paper capacities are based on 20 lb. / 75 gsm stock; capacities will vary with different weight stocks

# Xerox® AltaLink® C8130/C8135/C8145/C8155/C8170

## Color Multifunction Printer



DEVICE SPECIFICATIONS	ALTALINK® C8130	ALTALINK® C8135	ALTALINK® C8145	ALTALINK® C8155	ALTALINK® C8170
Speed (Color/Black and White)	Up to 30/30 ppm	Up to 35/35 ppm	Up to 45/45 ppm	Up to 55/55 ppm	Up to 70/70 ppm
Monthly Duty Cycle <sup>1</sup>	Up to 90,000 pages	Up to 110,000 pages	Up to 200,000 pages	Up to 300,000 pages	Up to 300,000 pages
Hard Drive/Processor/Memory	Minimum 128 GB SSD; <b>Optional:</b> 500GB HDD / INTEL ATOM Quad Core, 1.9GHz/4 GB system memory (8 GB system memory AltaLink C8170)				
Connectivity	10/100/1000Base-T Ethernet, High-Speed USB 2.0 direct print, WiFi/WiFi Direct with optional Xerox® Dual Band Wireless Kit, NFC, Bluetooth (iBeacon)				
Optional Controller	Xerox® EX-c C8100 Print Server Powered by Fiery®				
Copy and Print	<b>Copy Resolution:</b> Up to 600 x 600 dpi; <b>Print Resolution:</b> Up to 1200 x 2400 dpi				
First Copy-Out Time (as fast as) (from platen/warmed-up state)	6.10 seconds color/4.50 seconds black-and-white		5.50 seconds color/4.40 seconds black-and-white	4.70 seconds color/3.70 seconds black-and-white	4.00 seconds color/3.20 seconds black-and-white
First-Print-Out Time (as fast as)	5.70 seconds color/4.20 seconds black-and-white		4.90 seconds color/3.80 seconds black-and-white	4.50 seconds color/3.20 seconds black-and-white	3.80 seconds color/3.00 seconds black-and-white

Page Description Languages	Adobe® PostScript® 3™, Adobe® PDF, PCL® 5c / PCL® 6				
Paper Input <sup>2</sup>	Standard	<b>Single-Pass Duplex Automatic Document Feeder (DADF):</b> Up to 82 ppm simplex / 141 ipm duplex (200 dpi), 130-sheet capacity for AltaLink C8130/C8135/C8145/C8155. Paper sizes: 3.4 x 4.9 in. to 11.7 x 17 in. / 85 x 125 mm to 297 x 432 mm. Up to 135 ppm simplex / 270 ipm duplex (200 dpi), 250-sheet capacity for AltaLink C8170. Paper sizes: 3.4 x 4.9 in. to 11.7 x 17 in. / 85 x 125 mm to 297 x 432 mm. <b>Bypass Tray:</b> 100 sheets; Custom sizes: 3.5 x 3.9 to 12.6 x 52 in. / 89 x 98 mm to 320 x 1,320 mm (SEF) <b>Tray 1:</b> 520 sheets; Custom sizes: 5.5 x 7.2 in. to 11.7 x 17 in. / 140 x 182 mm to 297 x 432 mm (SEF) <b>Tray 2:</b> 520 sheets; Custom sizes: 5.5 x 7.2 in. to 12 x 18 in. / 140 x 182 mm to SRA3 (SEF)			
	Choose One	<b>Four Tray Module:</b> (Trays 3 and 4 — available with AltaLink C8130/C8135): 1,040 sheets, 520 sheets each; Custom sizes: 5.5 x 7.2 to 12 x 18 in. / 140 x 182 mm to SRA3 (SEF). Total standard paper capacity: 2,180 sheets. <b>High Capacity Tandem Tray Module:</b> 2,000 sheets; Sizes: 8.5 x 11 in. / A4. Total standard paper capacity: 3,140 sheets.			
	Optional	<b>High-Capacity Feeder (HCF):</b> Up to 3,000 sheets; Size 8.5 x 11 in. / A4 long edge feed. Max paper capacity with HCF: 6,140 sheets. <b>Envelope Tray (replaces Tray 1):</b> Up to 60 envelopes with Auto Size detection of some sizes <b>Long Sheet Feed Kit (banner printing):</b> 12.6 x 52 in. / 320 x 1,320 mm			
Paper Output/Finishing <sup>3</sup>	Standard	<b>Dual Offset Catch Tray (standard when finishers are not attached):</b> 250 sheets each; <b>Face-up Tray:</b> 100 sheets <b>Integrated Office Finisher:</b> Available with AltaLink C8130/C8135/C8145/C8155, staple positions: front and rear straight. 500 sheets stacker, 50 sheets stapling, 2-position stapling.			
	Optional	<b>Office Finisher:</b> 2,000-sheet stacker, 50 sheets stapled, 2-position stapling, optional hole punch, optional booklet maker (score, saddle stitch 2 to 15 sheets (60 pages)) <b>BR Finisher:</b> 3,000-sheet stacker and 500-sheet top tray, 50 sheet multiposition stapling and 2/3-hole punching <b>BR Booklet Maker Finisher:</b> 1,500-sheet stacker and 500-sheet top tray, 50-sheet multiposition stapling and 2/3-hole punching plus saddle-stitch booklet making (2 to 16 sheets, 64 pages) and V-folding <b>C-Fold/Z-Fold Unit:</b> Adds Z-folding, Letter Z-folding and Letter C-folding to the BR Finisher and BR Booklet Maker Finisher <b>Convenience Stapler:</b> 50-sheet stapling; includes Work Surface <sup>4</sup>			

### INTUITIVE USER EXPERIENCE

Customize	Customize user interface, show/hide functions, personalize user experience with authentication, create 1-Touch Apps, auto wakeup with Smart Proximity Sensor.
Print Drivers	Job Identification, Bi-directional Status, Job Monitoring, Xerox® Global Print Driver®, Application Defaults, Xerox® Pull Print Driver
Xerox® Embedded Web Server	PC or Mobile — Status Information, Settings, Device Management, Cloning, Fleet Orchestrator, Configuration Watchdog, Remote Control Panel
Print Features	Print from USB, Print from Cloud Repositories (Dropbox, One Drive and Google Drive), Sample Set, Saved Job, Booklet Creation, Store and Recall Driver Settings, Scaling, Job Monitoring, Application Control, Two-sided Printing, Draft Mode, Long Sheet (Banner) Printing
Scan and Fax	Scan Preview, Scan to USB/Email/Network (FTP/SFTP/SMB), Scan To Cloud Repositories (Dropbox, One Drive and Google Drive) <sup>5</sup> , Scan File Formats: PDF, PDF/A, XPS, JPG, TIFF; Convenience Features: Scan to Home, Searchable PDF, Single/Multi-page PDF/XPS/TIFF, Password-protected PDF; Fax Features: Walk-up Fax (one-line or two-line options available, includes LAN Fax, Direct Fax, Fax Forward to Email), Fax dialing, Unified Address Book, Optical Character Recognition (OCR), Server Fax, TWAIN driver (scan)

### MOBILE AND CLOUD READY

Mobile Connectivity	Near-Field Communication (NFC); <b>Optional:</b> Wi-Fi Direct, Wi-Fi (802.11 b/g/n/ac), AirPrint (iOS) including iBeacon (Bluetooth)
Mobile Printing	AirPrint, Mopria®, Xerox® Print Service (Android), Google Cloud Print, @PrintByXerox; <b>Optional:</b> Xerox® Workplace Mobile App (iOS/Android)
Mobile Scanning	AirPrint, <b>Optional:</b> Xerox® Workplace Mobile App (iOS/Android)
Cloud Ready	Remote services enabled, native "Print From" and "Scan To" cloud repositories (Dropbox, One Drive and Google Drive), direct connection to cloud hosted services via optional apps (accessed via Xerox® App Gallery app or visit <a href="http://xerox.com/AppGallery">xerox.com/AppGallery</a> ).

### COMPREHENSIVE SECURITY

Network Security	802.1x, IPsec, HTTPS, SFTP and Encrypted Email, McAfee® ePolicy Orchestrator®, McAfee Enterprise Security Manager®, LogRhythm SIEM <sup>1</sup> , Splunk SIEM <sup>1</sup> , Network Authentication, SNMPv3, SHA-256 Hash Message Authentication, TLS 1.1/1.2, Security Certificates utilizing ECDSA, Automatic Self-signed Certificate, Cisco® Identity Services Engine (ISE) integration, automated threat response through McAfee DXL/Cisco pxGrid integration, Local Authentication (Internal Database), FIPS 140-2
Device Access	User Access and Internal Firewall, Port/IP/Domain Filtering, Audit Log, Access Controls, User Permissions, Configuration Watchdog, TPM; <b>Optional:</b> Smart Card Enablement Kit (CAC/PIV.NET/SIPRNet) <sup>2</sup> , Xerox® Integrated RFID Card Reader, NFC standard (authentication via optional Xerox® Workplace Cloud/Suite Print Management and Content Security; learn more at <a href="http://xerox.com/WorkplaceSolutions">xerox.com/WorkplaceSolutions</a> ).
Data Protection	McAfee Embedded Control Whitelisting, Firmware Verification, Trusted Boot, Job Level Encryption via HTTPS and Drivers, Encrypted Storage Drive (AES 256-bit, FIPS 140-2), Encrypted and Signed Email; <b>Optional:</b> Xerox® Workplace Cloud/Suite Content Security, Encrypted Hard Disk (AES 256-bit, FIPS 140-2) with Image Overwrite, McAfee Integrity Control
Document Security	Under evaluation Common Criteria Certification (ISO 15408) full system against the HCP PP, Encrypted Secure Print, FIPS 140-2 Encrypted Data with Print Drivers

### ENABLES INTELLIGENT WORKPLACE SERVICES

Print Management	Xerox® Standard Accounting; <b>Optional:</b> Xerox® Workplace Suite/Cloud, Xerox® Virtual Print Management Service, more at <a href="http://xerox.com/PrintManagement">xerox.com/PrintManagement</a>
Fleet / Device Management	Xerox® CentreWare® Web, Xerox® Support Assistant, Automated Meter Read, Xerox® Cloud Fleet Management Solution, Fleet Orchestrator, Configuration Cloning, Intelligent Workplace Services Tool Suite
Security	Secure Device Management: Xerox® Printer Security Audit Service (auto-configuration of security settings, monitoring, and auto-remediation), Digital Certificate Management, SIEM Reporting, Interactive Dashboard Reports

### GATEWAY TO NEW POSSIBILITIES

Xerox App Gallery	Automate everyday processes with apps that translate, redact, eSign, personalize print, convert, route, collaborate and communicate. Visit <a href="http://xerox.com/WorkplaceApps">xerox.com/WorkplaceApps</a> to find apps by industry or workflow. Software and services: Xerox® DocuShare® ( <a href="http://xerox.com/ecm">xerox.com/ecm</a> ), XMPie® ( <a href="http://xerox.com/XMPie">xerox.com/XMPie</a> ), Xerox® Workplace Solutions ( <a href="http://xerox.com/WorkplaceSolutions">xerox.com/WorkplaceSolutions</a> ).
-------------------	--

<sup>1</sup> Maximum volume capacity expected in any one month. Not expected to be sustained on a regular basis.

<sup>2</sup> Paper capacities are based on 20 lb. / 75 gsm stock; capacities will vary with different weight stocks

<sup>3</sup> Available post-launch via software update

<sup>4</sup> Not available in all geographies

<sup>5</sup> Sold separately in some geographies

Certifications: [xerox.com/OfficeCertifications](http://xerox.com/OfficeCertifications)

More information is available at [xerox.com/AltaLink](http://xerox.com/AltaLink).

©2020 Xerox Corporation. All rights reserved. Xerox®, AltaLink®, CentreWare®, ConnectKey®, DocuShare® and Global Print Driver® are trademarks of Xerox Corporation in the United States and/or other countries. XMPie® is a trademark of XMPie, Inc. Mopria® is a trademark of the Mopria Alliance. The information in this brochure is subject to change without notice. 06/20 PNO3885 BR29460 ACBBR-05UA CH994



**Current Status September 1, 2020**

Department	Equipment Model	Serial	Install Date	Status	Lease Expiration	Maintenance Plan	Maintenance Expiration	Lease Payment	Service Base	BLK Included	BLK Overages	BLK AMV	BLK Charges	CLR Included	CLR Overages	CLR AMV	CLR Charges	Equipment Total
Main Office	WC5955	A2M 712876	8/22/18	Lease	8/31/21	PageConnect	8/31/21	\$391.22	\$49.00	10,000	\$0.0119	9,452	\$0.00	NA	NA	NA	NA	\$482.22
Burn Office	C70208 (P1PPM)	9TK 221781	8/11/17	Lease	8/31/22	XPPS	8/31/22	\$250.00	\$49.00	2,000	\$0.0099	1,215	\$4.62	0	\$0.0690	1,079	\$189.12	\$472.74
Investigations	C70208 (P1PPM)	9TK 221949										1,252						
DVO	C70205	9TK 215478	8/11/17	Lease	8/31/22	XPPS	8/31/22	\$142.00	\$15.00	0	\$0.0109	679	\$7.40	0	\$0.0790	617	\$48.74	\$219.14
Crystal's Office	WC7225	LX7-984697							\$35.00	2,500	\$0.0099	1,933	\$0.00	0	\$0.0790	1,493	\$117.95	\$441.71
Legal Transport	WC7225	LX7-984689	1/2/16	Lease	2/28/21	PageConnect	2/28/21	\$382.00	\$25.00	1,500	\$0.0099	1,241	\$0.00	0	\$0.0790	1,035	\$81.77	\$441.71
Legal Booking	C70255	9TK 215970	8/11/17	Lease	8/31/22	XPPS	8/31/22	\$199.00	\$39.00	2,000	\$0.0129	5,285	\$42.38	0	\$0.0790	2,888	\$228.15	\$608.53

Total \$2,318.35



# Document Systems, Inc.

Xerox Authorized Dealer

Customer: Franklin County Animal Shelter

Date: September 11, 2020

Bill To: 113 Market St  
Louisburg, NC 27549

Install: 351 T-Kemp Rd  
Louisburg, NC 27549



## Order Agreement

Solution	Agreement Information	Trade Information
Product Model / Description		
<b>Model: C7020SM2 (PEPPM)</b> - 1 Line Fax Kit - PS Kit	<b>Lease Term:</b> 60 Months <b>Lease Type:</b> FMV  See Lease Agreement *Excludes Applicable Taxes	<b>Model: WC7220</b> <b>Serial: LX7-984828</b>  Customer is responsible for all click charges through Xerox removal date.

XPPS Pricing		Print Charges			Xerox Device Agent (XDA) Requirements
Billing Cycle	Base Charge	Meter	Volume Band	Per Print Rate	
Monthly	\$79.00	BLK	1 - 500	Inc.	<b>Customer is responsible for installing &amp; maintaining XDA software.</b>  <b>XPPS contracts require the equipment to be networked with Windows 10 or newer PC running the monitoring software with internet access.</b>
		BLK	501 +	0.0099	
		CLR	1 - 1,000	Inc.	
		CLR	1,001 +	0.069	
<b>Pricing Excludes Applicable Taxes</b>					

XPPS Program Features
<ul style="list-style-type: none"> <li>- Pricing fixed for Term of Lease</li> <li>- Includes all Service Parts, Labor, and Supplies, excluding Paper.</li> <li>- Consumable Supplies are property of DSI and may be billable at End of Contract per attached Terms &amp; Conditions.</li> <li>- Includes Initial Analyst Support for Setup of Printing, Scan to Email, Network Scanning &amp; APP Installation.</li> </ul>

Authorized Signature	Thank You for your business!
Customer acknowledges receipt of the items of this agreement which consists of 3 pages including this face page.	This Agreement is proudly presented by DSI and
<b>Print:</b> _____ <b>Phone:</b> _____	<b>Steven Brame</b>
<b>Signature:</b> _____ <b>Date:</b> _____	
<b>Sales Tax Exempt? (Check One) NO _____ YES _____</b> <b>If Yes, Please Provide Sales Tax Exempt Certificate</b>	<b>252-433-4888 / 800-510-3732</b>

Document Systems, Inc.  
89 Market Street  
Henderson, NC 27537



## Terms & Conditions

### INTRODUCTION:

**1. PRODUCTS.** "Products" means the equipment ("Equipment"). Software and supplies identified in this Agreement. You agree the Products are for your business use (not resale) in the United States and its territories and possessions ("U.S.") and will not be used for personal, household or family purposes.

**2. CONSUMABLE SUPPLIES.** If "Consumable Supplies" is identified in Maintenance Plan features, Maintenance Services will include black toner and/or solid ink and color toner and/or solid ink, if applicable ("Consumable Supplies"). Highlight color toner, clear toner, and custom toner are excluded. Depending on the Equipment model, Consumable Supplies may also include developer, fuser agent, imaging units, waste cartridges, transfer rolls, transfer belts, transfer units, belt cleaner, maintenance kits, print cartridges, drum cartridges, waste trays and cleaning kits. DSI may charge a shipping and handling fee for Consumable Supplies. **Consumable Supplies, including those originally delivered in the equipment, are property of DSI until used by you, and you will use them only with the Equipment for which "Consumable Supplies" is identified in Maintenance Plan features. Upon cancellation or expiration of this Agreement, DSI may estimate pro-rata and bill you for unused Consumable Supplies including any supplies on hand and remaining in the equipment.** If your use of Consumable Supplies exceeds Xerox's published yield by more than 10%, DSI will notify you of such excess usage. If such excess usage does not cease within 30 days after such notice, DSI may charge you for such excess usage or terminate this agreement. Upon request, you will provide current meter reads and/or an Inventory of Consumable Supplies in your possession.

**3. CARTRIDGES.** If DSI is providing Maintenance Services for Equipment utilizing cartridges designated by DSI as customer replaceable units, including copy/print cartridges and xerographic modules or fuser modules ("Cartridges"), you agree to use only unmodified Cartridges purchased directly from DSI or its authorized supply providers in the U.S. Cartridges packed with Equipment and replacement Cartridges may be new, remanufactured or reprocessed. Remanufactured and reprocessed Cartridges meet DSI's new Cartridge performance standards and contain new or reprocessed components. To enhance print quality, Cartridge(s) for many models of Equipment have been designed to cease functioning at a predetermined point. In addition, many Equipment models are designed to function only with Cartridges that are newly manufactured original Xerox Cartridges or with Cartridges intended for use in the U.S.

**4. MAINTENANCE SERVICES.** Except for Equipment identified as "No Svc", DSI will keep the Equipment in good working order ("Maintenance Services"). Maintenance Services will be provided during DSI's standard working hours in areas open for repair service for the Equipment. Maintenance Services excludes repairs due to: (i) misuse, neglect or abuse; (ii) failure of the installation site or the PC workstation used with the Equipment to comply with Xerox's published specifications; (iii) use of options, accessories or products not serviced by DSI or Xerox; (iv) non-Xerox or DSI alterations, relocation, service or supplies; or (v) failure to perform operator maintenance procedures identified in operators manuals. Replacement parts may be new, reprocessed or recovered and all replaced parts become DSI's property. DSI will, as your exclusive remedy for DSI's failure to provide Maintenance Services, replace the Equipment with an identical model or, at DSI's option, another model with comparable features and capabilities (IDR). There will be no additional charge for the replacement Equipment during the remainder of the initial Term. If the initial Term has been satisfied the Customer agrees to maintain service on the replacement Equipment for a minimum of 24 months. Equipment replacement period, 5 years (used Equipment, 2 years) If meter reads are a component of your Maintenance Plan, you will provide them using the method and frequency identified by DSI. If you do not provide a meter reading, DSI may estimate the reading and bill you accordingly. If your machine is serviced directly by DSI and your machine is down, you may be provided a loaner at the sole discretion of DSI. DSI may charge you a Delivery/Removal fee of \$150 and up to .049 per page mono, and .249 color for usage. Guaranteed serviceability is five years on "New" equipment and two years on "Used" equipment.

**5. EQUIPMENT STATUS.** Unless you are acquiring "Previously Installed" Equipment, Equipment will be (1) "Newly Manufactured", which may contain some reconditioned components; (2) "Factory Produced New Model", which is manufactured and newly serialized at a Xerox factory, adds functions and features to a product previously disassembled to a Xerox predetermined standard, and contains new and reconditioned components, or (3) "Remanufactured", which has been factory produced following disassembly to a Xerox predetermined standard and contains new and reconditioned components.

**6. SOFTWARE LICENSE.** DSI or Xerox grants you a non-exclusive, non-transferable license to use in the U.S.: (a) software and accompanying documentation provided with Xerox-brand Equipment ("Base Software") only with the Xerox-brand Equipment with which it was delivered, and (b) software and accompanying documentation identified in this Agreement as "Application Software" only on any single unit or equipment for as long as you are current in the payment of all applicable software license fees. "Base Software" and "Application Software" are referred to collectively as "Software". You have no other rights and may not: (1) distribute, copy, modify, create derivatives or, decompile, or reverse engineer Software; (2) activate Software delivered with the Equipment in an inactivated state; or (3) allow others to engage in same. Title to, and all intellectual property rights in, Software will reside solely with Xerox/DSI or and/or its licensors (who will be third party beneficiaries of this Section). Software may contain code capable of automatically disabling the Equipment. Disabling code may be activated if: (x) Xerox/DSI is denied access to periodically reset such code; (y) you are notified of a default under this Agreement; or (z) your license is terminated or expires. The Base Software license will terminate; (i) if you no longer use or possess the Equipment;

(ii) you are a lessor of the Equipment and your first lessee no longer uses or possesses it, or (iii) upon the expiration or termination of this Agreement, unless you have exercised your option to purchase the equipment. Neither DSI/Xerox nor its licensors warrant that Software will be free from errors or that its operation will be uninterrupted. The foregoing terms do not apply to Diagnostic Software or to software/documentation accompanied by a click-wrap or shrink-wrap license agreement or otherwise made subject to a separate license agreement.

**7. SOFTWARE SUPPORT.** Xerox/DSI (or a designated servicer) will provide the software support set forth below ("Software Support"). For Base Software, Software Support will be provided during the initial Term and any renewal period but in no event longer than 5 years after Xerox stops taking customer orders for the subject model of Equipment. For Application Software, Software Support will be provided as long as you are current in the payment of all applicable software license and support fees. Xerox will maintain a web-based or toll-free hotline during Xerox's standard working hours to report Software problems and answer Software-related questions. Xerox, either directly or with its vendors, will make reasonable efforts to: (a) assure that Software performs in material conformity with its user documentation; (b) provide available workarounds or patches to resolve Software performance problems; and (c) resolve coding errors for (i) the current Release and (ii) the previous Release for a period of 6 months after the current Release is made available to you. Xerox/DSI will not be required to provide Software Support if you have modified the Software. New releases of Software that primarily incorporate compliance updates and coding error fixes are designated as "Maintenance Releases" or "Updates". Maintenance Releases or Updates that Xerox may make available will be provided at no charge and must be implemented within six months. New releases of Software that include new content functionality ("Feature Releases") will be subject to additional license fees at Xerox/DSI's then-current pricing. Maintenance Releases, Updates and Feature Releases are collectively referred to as "Releases". Each Release will be considered Software governed by the Software License and Software Support provisions of this Agreement (unless otherwise noted). Implementation of a Release may require you to procure, at your expense, additional hardware and/or software from Xerox/DSI or another entity. Upon installation of a Release, you will return or destroy all prior Releases.

**8. DIAGNOSTIC SOFTWARE.** Software used to evaluate or maintain the Equipment ("Diagnostic Software") is included with the Equipment. Diagnostic Software is a valuable trade secret of Xerox. Title to Diagnostic Software will remain with Xerox or its licensors. Xerox does not grant you any right to use Diagnostic Software for any purpose (or allow third parties to do so). You will allow Xerox reasonable access to the Equipment to remove or disable Diagnostic Software if you are no longer receiving Maintenance Services from Xerox/DSI, provided that any on-site access to your facility will be during your normal business hours.

**9. XPPS / PAGECONNECT MONITORING SOFTWARE.** All covered Equipment must be on the customer's network. The PageConnect Assistant/Xerox Device Agent Software is a proprietary software application owned by Xerox Corporation and/or its suppliers. The PPA/XDA operates only on Microsoft Windows 7 & newer operating Systems and must be installed on the end user's computer network to (a) monitor all print devices on the end user's network and (b) send automatic meter reads and device information to Xerox and DSI. The associated Microsoft .Net Framework software is also required and must be installed on the same PC running the PPA/XDA Software. End-users acknowledge that the PPA/XDA collects and reports data on all print devices on their network. DSI nor Xerox is not responsible for any delay, error, failure, problem or technical malfunction of any telephone or network lines, computer systems, servers, or software, or failure or delay of delivery of electronic mail or other electronic communications due to technical problems, viruses or traffic congestion on the internet or combination thereof. When a device is not communicating, you will be notified by DSI. You must provide DSI a current meter read immediately and will be charged a \$100 non-communicating device fee if communication is not restored within 10 business days.

**10. PC / WORKSTATION REQUIREMENTS.** In order to receive Analyst Support and/or Software Support for Equipment requiring connection to a PC or Workstation, you must utilize a PC or workstation that either (1) has been provided by Xerox or (2) meets Xerox's published specifications.

**11. ANALYST SUPPORT.** Analyst Support includes Laptop/Desktop Diagnostics for Printing, Scanning and Configuration support to ensure equipment is communicating with Customer's network. Initial install Analyst Support hours included shall be referenced on the face of this Agreement, each additional hour will be billed at DSI's then-current rate. If no Analyst Support hours are present on the face of this Agreement, then all Analyst Support hours shall be billable. DSI is not responsible for any equipment failure or loss of data while installing, repairing or servicing equipment. Customer is responsible for backing up all data.

### PRICING PLAN/OFFERING SELECTED:

**12. COMMENCEMENT & TERM.** This Agreement is valid when accepted by DSI/Xerox. The Term for each unit of Equipment will commence upon: (i) the delivery of customer-installable Equipment, or (ii) the installation of Xerox-installable Equipment ("Commencement Date") and will continue for the number of full calendar months shown as "Lease Term" on the face of this Agreement. Unless either party provides notice of termination at least thirty days before the expiration of the initial Term, it will renew automatically on a month-to-month basis on the same terms and conditions. During this renewal period, either party may terminate the Agreement upon at least 30 days notice. Upon termination, you will make the Products available for removal by DSI. At the time of removal, the Equipment will be in the same condition as when delivered (reasonable wear & tear accepted).



## Terms & Conditions

**13. CREDIT HISTORY.** DSI may conduct an investigation of your Credit History. Even if the products ordered under this Agreement have been delivered, DSI may within sixty days following its acceptance of their Agreement, revoke that acceptance upon written notice of your credit approval has been denied. DSI may at any time request, and you agree to promptly furnish, a copy of your last audited fiscal year-end financial statement.

**14. PAYMENT.** Payment must be received by DSI within 30 days after the invoice date. Restrictive covenants on payment instruments will not reduce your obligations.

**15. OTHER CHARGES.** If a payment is not received by DSI within 10 days after the due date, DSI may charge, and you will pay, a late charge of 5% of the amount due or \$25, whichever is greater.

**16. PRICE INCREASES.** DSI may annually increase the maintenance component of the Minimum Payment and Print Charges, up to 10% for the first 5 years and up to 25% thereafter. For Application Software, DSI may annually increase the software license or support fees.

**17. DELIVERY, REMOVAL & RELOCATION.** Equipment prices include standard delivery charges and, for Equipment for which DSI retains ownership, standard removal charges. Non-standard delivery, removal and Equipment relocation must be arranged (or approved in advance) by DSI and will be at your expense.

**18. TAXES.** You will be responsible for all applicable taxes, fees or charges of any kind (including interest and penalties) assessed by any governmental entity on this Agreement or the amounts payable under this Agreement ("Taxes"), which will be included in DSI's invoice unless you timely provide proof of your tax exempt status. If a taxing authority determines that DSI did not collect all applicable Taxes, you shall remain liable to DSI for such additional Taxes.

**19. LEASE PURCHASE OPTION.** If not in default, you may purchase the Equipment "AS IS, WHERE IS" and WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE, at the end of the initial Term for the "Purchase Option" indicated on the face of this Agreement (i.e., either a set dollar amount or the fair market value of the Equipment at the expiration of the initial Term), plus all applicable Taxes.

**20. MANAGED PRINT SERVICES (MPS) / EZ Office Program.** All MPS/EZ Office program Equipment can be New or Refurbished and will remain the property of DSI. At the expiration of the Term referenced on the face of this Agreement, the customer shall have the following options: (i) continue with the program on a month-to-month basis; (ii) explore options for upgrading to Equipment with new or additional features on a new MPS program; or (iii) return the Equipment to DSI and cease the MPS billing. If the Customer wishes to upgrade their equipment mid-stream the MPS Term, there will be no penalty for upgrading if more than half of the original Term has been satisfied. DSI may cancel this agreement at any time with 30 days written notice. Customer may cancel at any time within 30 days of installation.

**21. DEFAULT & REMEDIES.** You will be in default under this Agreement if (1) DSI does not receive any payment within 15 days after the date it is due, or (2) you breach any other obligation in this or any other agreement with DSI. If you default, DSI may, in addition to its other remedies (including cessation of Maintenance Services), remove the Equipment at your expense and require immediate payment, as liquidated damages for loss of bargain and not as penalty, of (a) all amounts then due, plus interest from the due date until paid at the rate of 1.5% per month; (b) the Minimum Payments (less the Maintenance Services and Consumable Supplies components thereof as reflected on DSI's books and records) remaining in the Term, discounted at 4% per annum; (c) the applicable Purchase Option; and (d) all applicable Taxes. You will pay all reasonable costs, including attorneys' fees, incurred by DSI to enforce this Agreement. If you make the Equipment available for removal by DSI within 30 days after notice of default, in the same condition as when delivered (reasonable wear and tear excepted), you will receive a credit for the fair market value of the Equipment as determined by DSI, less any costs incurred by DSI.

**22. DATA SECURITY.** Certain models of Equipment can be configured to include a variety of data security features. There may be an additional cost associated with certain data security features. The selection, suitability and use of data security features are solely Customer's responsibility. Upon request, DSI/Xerox will provide additional information to Customer regarding the security features available for particular Equipment models. IT IS SOLELY YOUR RESPONSIBILITY TO SECURE ANY SENSITIVE DATA AND PERMANENTLY DELETE SUCH DATA FROM THE INTERNAL MEDIA STORAGE PRIOR TO RETURNING ANY EQUIPMENT (INCLUDING ALL TRADE UNITS) TO DSI. YOU SHALL HOLD DSI HARMLESS FROM YOUR FAILURE TO SECURE AND PERMANENTLY DELETE ALL SUCH END USER DATA AS OUTLINED IN THIS SECTION. To retain the hard drive from your device for security purposes, you will be charge \$395 plus tax for a replacement drive.

### GENERAL TERMS & CONDITIONS

**23. NON-CANCELABLE AGREEMENT.** THIS AGREEMENT CANNOT BE CANCELLED OR TERMINATED EXCEPT AS EXPRESSLY PROVIDED HEREIN. YOUR OBLIGATION TO MAKE ALL PAYMENTS, AND TO PAY ANY OTHER AMOUNTS DUE OR TO BECOME DUE, IS ABSOLUTE AND UNCONDITIONAL AND NOT SUBJECT TO DELAY, REDUCTIONS, SET-OFF, DEFFENSE, COUNTERCLAIM OR RECOUPMENT FOR ANY REASON WHATSOEVER, IRRESPECTIVE OF DSI'S PERFORMANCE OF ITS OBLIGATIONS HEREUNDER. ANY CLAIM AGAINST DSI MAY BE ASSERTED IN A SEPARATE ACTION AND SOLELY AGAINST DSI. DSI MAY ALSO CHARGE YOU A \$250 CANCELLATION FEE FOR ANY MAINTENANCE PROGRAM CANCELED BEFORE THE TERM EXPIRATION.

**24. REPRESENTATIONS.** The individuals signing this Agreement are duly authorized to do so and all financial information you provide completely and accurately represents your financial condition.

**25. LIMITATION OF LIABILITY.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES IN ANY WAY ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER THE CLAIM ALLEGES TORTUOUS CONDUCT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. Without the prior written consent of DSI, which shall not be unreasonably withheld, you may not assign any of your rights or obligations under this Agreement, or resell, lease, lend or permit a lien or encumbrance of any kind against any Equipment for which you have not yet obtained title free and clear of any DSI security interests.

**26. CREDIT REPORTS.** You authorize DSI or its agent to obtain credit reports from commercial credit reporting agencies.

**27. FORCE MAJEUR.** DSI will not be liable to you during any period in which its performance is delayed or prevented, in whole or in part, by a circumstance beyond its reasonable control. DSI will notify you if such a circumstance occurs.

**28. PROTECTION OF DSI'S RIGHTS.** You authorize DSI or its agent to file, by any permissible means, financing statements necessary to protect DSI's rights as lessor of the Equipment. You will promptly notify DSI of a change in ownership, or if you relocate your principal place of business or change the name of your business.

**29. WARRANTY DISCLAIMER.** DSI DISCLAIMS THE IMPLIED WARRANTIES OF NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE AND FOLLOWING THE EXPIRATION OF ANY EXPRESS WARRANTY, DSI DISCLAIMS THE IMPLIED WARRANTY OF MERCHANTABILITY. This Agreement is a "finance lease" under Article 2A of the Uniform Commercial Code and, except to the extent expressly provided herein, and as permitted by applicable law, you waive all of your rights and remedies as a lessee under Article 2A.

**30. ASSIGNMENT.** Except for assignment by DSI to a parent, subsidiary or affiliate of DSI, or to securitize this Agreement as part of a financing transaction ("Permitted Assignment"), neither party will assign any of its rights or obligations under this Agreement without the prior written consent of the other party. In the event of a Permitted Assignment: (a) DSI may, without your prior written consent, release to the proposed assignee information it has about you related to this Agreement; (b) the assignee will have all the rights but none of the obligations of DSI hereunder; (c) you will continue to look to DSI for performance of DSI's obligations, including the provision of Maintenance Services; (d) you waive and release the assignee from any claim relating to or arising from the performance of DSI's obligations hereunder; (e) you shall not assert any defense, counterclaim or setoff you may have against an assignee; and (f) you will remit payments in accordance with instructions of the assignee.

**31. MISCELLANEOUS.** Notices must be in writing and will be deemed given 5 days after mailing, or 2 days after sending by nationally recognized overnight courier. Notices will be sent to you at the "Bill To" address identified in this Agreement, and to DSI at the inquiry address set forth on your most recent invoice, or its agents to communicate with you by any electronic means (including cellular) or electronic address you provide to DSI. This Agreement constitutes the entire agreement as to its subject matter, supersedes all prior oral and written agreements, and will be governed by the laws of the State of North Carolina (without regard to conflict-of-law principles). In any action to enforce this Agreement, the parties agree (a) to the jurisdiction and venue of the federal and state courts in Vance County, North Carolina, and (b) to waive their right to a jury trial. If a court finds any term of this Agreement unenforceable, the remaining terms shall remain in effect. The failure by either party to exercise any right or remedy will not constitute a waiver of such right or remedy. Each party may retain a reproduction (e.g., electronic image, photocopy, facsimile) of this agreement which will be admissible in any action to enforce it but only the Agreement held by DSI will be considered an Original. DSI may accept this Agreement either by signature or by commencing performance. Changes to this Agreement must be in writing and signed by both parties. Any terms on your ordering documents will be of no force or effect. The following four sentences control over every other part of this Agreement. Both parties will comply with applicable laws. DSI will not charge or collect any amounts in excess of those allowed by applicable law. Any part of this Agreement that would, but for the last four sentences of this Section, be read under any circumstances to allow for a change higher than that allowed under any applicable legal limit, is modified by this Section to limit the amounts chargeable under this Agreement to the maximum amount allowed under the legal limit. If, in any circumstances, any amount in excess of that allowed by law is charge or received, any such charge will be deemed limited by the amount legally allowed and any amount received by DSI in excess of that legally allowed will be applied by DSI to the payments of amounts legally owed under this Agreement, or refunded to you.

**32. REMOTE SERVICES.** Certain models of Equipment are supported and serviced using data that is automatically collected by DSI/Xerox from the Equipment via electronic transmission from the Equipment to a secure off-site location. Examples of automatically transmitted data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. All such data shall be transmitted in a secure manner specified by DSI/Xerox. The automatic data transmission capability will not allow DSI/Xerox to read, view or download the content of any Customer documents residing on or passing through the Equipment or Customer's information management systems.

# XEROX<sup>®</sup> VERSALINK<sup>®</sup> COLOR MULTIFUNCTION PRINTER

Reliable. Connected. Business Ready.

**C7020/C7025/C7030**



ConnectKey<sup>®</sup>  
Technology

xerox 

# Xerox® VersaLink® C7020/C7025/C7030 Color Multifunction Printer

The Xerox® ConnectKey® Technology-enabled VersaLink C7000 Series Color Multifunction Printer offers flawless reliability, seamless integration and advanced productivity. Cloud connected, mobile ready, app-enabled, and easy to personalize, the C7000 Series is your modern workplace assistant—helping you excel today and stay ready for the future.

## **FLAWLESS RELIABILITY. SUPERIOR PERFORMANCE.**

Right out of the box, you'll count on your Xerox® VersaLink C7000 Series Color Multifunction Printer to consistently and flawlessly perform the tasks that make your business work more efficiently. From IT-free installation wizards, to step-by-step configuration options, you're ready to go—hassle free.

Designed for superior reliability, the VersaLink C7000 Series features a new hardware design with fewer moving parts, strengthened paper-path components, and an advanced imaging system.

VersaLink devices are loaded with features and time-saving Xerox® technologies designed to speed up information sharing and reduce inefficient workflows. Ensure information accuracy with Scan and Fax preview, easily archive, organize and search with scanned documents with built-in optical character recognition (OCR).

When it comes to safeguarding critical information, VersaLink devices deliver a spectrum of stringent security features, including Secure Print and card authentication to control access.

Count on superior print quality to make your work look its best. A print resolution of up to 1200 x 2400 dpi delivers sharp text and fine line detail, plus exceptional color vibrancy, solid fills and skin tones.

## **CLOUD CONNECTED. PERSONALIZED EFFICIENCY.**

With the VersaLink C7000 Series Color Multifunction Printer's oversize, customizable 7-inch color touchscreen, you can tap, swipe and pinch your way through tasks and functions with mobile-like ease.

Preloaded Xerox® ConnectKey® Apps help optimize office efficiency, and on-screen access to the extensive Xerox App Gallery provides expanded functionality—like the Xerox® Easy Translator Service app, which quickly translates scanned documents into numerous languages.

Speed through tasks by saving common settings as presets for simple, single-touch job setup. With Simple ID, individual users and groups enter a user ID and password once, and then enjoy fast, secure, easy access to task-specific presets and commonly used apps on a personalized home screen.

## **READY FOR THE WAY YOU WORK.**

The VersaLink C7000 Series gives you the freedom to work where and how you want—with out-of-the-box connectivity to Google Drive™, Microsoft® OneDrive® and DropBox™, and access to additional options through the Xerox App Gallery.

The ability to connect and print from multiple devices is key for today's worker, and VersaLink devices meet the challenge with Apple® AirPrint®, Google Cloud Print™, Xerox® Print Service Plug-in for Android™, Near Field Communication (NFC) Tap-to-Pair and Mopria®, plus optional Wi-Fi and Wi-Fi Direct.

Learn more about why Xerox is the only choice for today's mobile professionals by visiting [www.xerox.com/mobile](http://www.xerox.com/mobile).

To learn more about VersaLink device features, go to [www.xerox.com/VersaLinkEG](http://www.xerox.com/VersaLinkEG)

## **XEROX® CONNECTKEY® TECHNOLOGY—THE NEXUS OF YOUR COMPLETE PRODUCTIVITY ECOSYSTEM**

From Xerox—the company that created the modern workplace—we present the next revolution in workplace productivity. With a consistent user experience across a wide range of devices, mobile and cloud connectivity and a growing library of apps to expand functionality, you'll work faster, better and smarter.

### **Intuitive User Experience**

An entirely new—and yet entirely familiar way to interact that includes a tablet-like experience, with gesture-based touchscreen controls and easy customization.

### **Mobile and Cloud Ready**

Instant connectivity to cloud and mobile devices right from the user interface, with access to pre-loaded, cloud-hosted services that let you work where, when and how you want.

### **Benchmark Security**

Full multi-level protection for both documents and data, ready to guard against and eliminate emerging threats and meet or exceed regulatory compliance.

### **Enables Next Generation Services**

Work more efficiently and manage resources more effectively. Easy integration of Xerox® Managed Print Services enables remote monitoring of service delivery and consumables.

### **Gateway to New Possibilities**

Instantly extend your capabilities with access to the Xerox App Gallery, featuring real-world apps designed to optimize digital workflows. Commission our network of partners to design innovative, business-specific solutions.

Find out more about how you'll work smarter at [www.connectkey.com](http://www.connectkey.com)

## FINISHING APPLICATIONS



**1 A 110-sheet Duplex Automatic Document Feeder (DADF)** scans two-sided black-and-white or color originals for copy, scan and fax jobs.

**2 Optional Convenience Stapler and Work Surface**

**3 Card Reader Bay** with embedded USB port.<sup>1</sup>

**4 An easily accessible USB port<sup>1</sup>** allows users to quickly print from or scan to any standard USB memory device.

**5 The 100-sheet Bypass Tray** handles media sizes from 3.5 x 3.87 in. to 11.69 x 17 in./88.9 x 98.4 mm to 297 x 431.8 mm.

**6 The standard 520-sheet Tray 1** handles media sizes from 5.5 x 7.17 in. to 11.69 x 17 in./139.7 x 182 mm to 297 x 431.8 mm.

<sup>1</sup>USB ports can be disabled.

### MULTIPLE PAPER TRAY OPTIONS TO FIT EVERY NEED:

**7 Add the Single Tray Module** to the Desktop model to increase the total paper capacity to 1,140 sheets (includes Bypass Tray).

**8 Choose the Single Tray with Stand Module** to increase the total paper capacity to 1,140 sheets (includes Bypass Tray) and provides storage for toner cartridges and other supplies.

**9 Choose the Three Tray Module** increases the total paper capacity to 2,180 sheets (includes Bypass Tray). Or choose the optional High-Capacity Tandem Tray Module (not shown) allows for a total paper capacity of up to 3,140 sheets (includes Bypass Tray).

**10 The optional High-Capacity Feeder** holds 2,000 sheets of letter/A4 paper, increasing the maximum paper capacity to 5,140 sheets.

### ADD INCREASED VERSATILITY WITH FINISHING OPTIONS:

**11 The Dual Catch Trays** (optional with Desktop model) stack up to 250 sheets each, lower tray offsets.

**12 The optional Office Finisher LX** gives you advanced finishing functions at a great value and offers optional booklet making (score, saddle-stitch).

**13 The optional Integrated Office Finisher** provides 500 sheet stacking and 50-sheet, single position stapling.



### INTRODUCING TOUCHSCREEN SUPERIORITY

Meet our all-new, 7-inch color touchscreen—the user interface that sets a higher standard for customization, personalization and versatility.

By presenting a familiar “mobile” experience—with support for gestural input and task focused apps that share a common look and feel—fewer steps are needed to complete even the most complex jobs.

A highly intuitive layout guides you through every task from start to finish, with a natural hierarchy placing critical functions near the top of the screen and commonly used options front and center. Don't like where a function or app is located? Customize the layout to make it yours.

This unmatched balance of hardware technology and software capability helps everyone who interacts with the VersaLink® C7000 Series Color Multifunction Printer get more work done, faster.

# Xerox® VersaLink® C7020/C7025/C7030



The VersaLink C7020/C7025/C7030 Color Multifunction Printer is built on Xerox® ConnectKey® Technology. For more information, visit [www.connectkey.com](http://www.connectkey.com).

DEVICE SPECIFICATIONS		VersaLink C7020	VersaLink C7025	VersaLink C7030
Speed		Up to 20 ppm	Up to 25 ppm	Up to 30 ppm
Monthly Duty Cycle <sup>1</sup>		Up to 87,000 pages	Up to 107,000 pages	Up to 129,000 pages
Hard Drive/Processor/Memory		320 GB HDD <sup>2</sup> /1.05 GHz Dual-core/4 GB memory		
Connectivity		Ethernet 10/100/1000 Base-T, High-speed USB 3.0, Wi-Fi® and Wi-Fi Direct® with optional Wi-Fi Kit, NFC Tap-to-Pair		
Controller Features		Unified Address Book, Configuration Cloning, Scan Preview, Xerox Extensible Interface Platform®, Xerox App Gallery, Xerox® Standard Accounting Tool, Role Based Permissions, Convenience Authentication Enabled, Online Support		
<b>Copy and Print</b>	Resolution	Copy: Up to 600 x 600 dpi; Print: Up to 1200 x 2400 dpi		
First copy-out Time (as fast as)		As fast as 9.0 seconds color/6.9 seconds black-and-white		As fast as 7.2 seconds color/ 5.8 seconds black-and-white
First print-out Time		As fast as 9.4 seconds color/7.2 seconds black-and-white	As fast as 9.4 seconds color/ 7.1 seconds black-and-white	As fast as 7.3 seconds color/ 5.6 seconds black-and-white
Page Description Languages		PCL® 5e/PCL 6/PDF/XPS/TIFF/JPEG/HP-GL/optional Adobe® PostScript® 3™		
<b>Paper Input</b>	Standard	Duplex Automatic Document Feeder (DADF): 110 sheets; Speed: up to 55 ipm; Custom sizes (duplex): 4.92 x 4.33 in. to 11.69 x 17 in./125 x 110 mm to 297 x 431.8 mm; Custom sizes (simplex): 4.92 x 3.35 in. to 11.69 x 17 in./125 x 85 mm to 297 x 431.8 mm		
		Bypass Tray: 100 sheets; Custom sizes: 3.5 x 3.87 in. to 11.69 x 17 in./88.9 x 98.4 mm to 297 x 431.8 mm		
		Tray 1: 520 sheets; Custom sizes: 5.5 x 7.17 in. to 11.69 x 17 in./139.7 x 182 mm to 297 x 431.8 mm		
	Choose One	Single Tray Module: 520 sheets; Custom sizes: 5.5 x 7.17 in. to 11.69 x 17 in./139.7 x 182 mm to 297 x 431.8 mm		
		Single Tray with Stand: 520 sheets; Custom sizes: 5.5 x 7.17 in. to 11.69 x 17 in./139.7 x 182 mm to 297 x 431.8 mm		
		Three Tray Module (1,560 sheets): 520 sheets each; Custom sizes: 5.5 x 7.17 in. to 11.69 x 17 in./139.7 x 182 mm to 297 x 431.8 mm		
		High-Capacity Tandem Tray (2,520 sheets): Tray 2: 520 sheets; Custom sizes: 5.5 x 7.17 in. to 11.69 x 17 in./139.7 x 182 mm to 297 x 431.8 mm; Tray 3: 870 sheets; Standard sizes: 8.5 x 11 in. and 7.25 x 10.5 in./A4 or B5; Tray 4: 1,130 sheets; Standard sizes: 8.5 x 11 in. and 7.25 x 10.5 in./A4 or B5		
	Optional	Envelope Tray: Up to 60 envelopes: #10 commercial, Monarch, DL, C5; Custom sizes: 3.9 x 5.8 in. to 6.4 x 9.5 in./98 x 148 mm to 162 x 241 mm		
		High-Capacity Feeder (HCF): 2,000 sheets; Standard sizes: 8.5 x 11 in. and 7.25 x 10.5 in./A4 or B5		
<b>Paper Output/Finishing</b>	Standard	Dual Catch Tray <sup>3</sup> : 250 sheets each; Lower tray offsets		
	Optional	Integrated Office Finisher: 500-sheet stacker, 50 sheets stapled, single-position stapling Office Finisher LX: 2,000-sheet stacker, 50 sheets stapled, 3-position stapling, optional hole-punch, optional booklet maker (score, saddle stitch) Convenience Stapler and Work Surface: Staples 50 sheets		

## INTUITIVE USER EXPERIENCE

Customize and Personalize	Walkup customization, Personalize Home Screen by User, Multiple Home Screens with Simple ID, Customize by Site, Function or Workflow with Xerox App Gallery and Xerox® App Studio
Print Drivers	Job Identification, Bi-directional Status, Job Monitoring, Xerox® Global Print Driver® and Mobile Express Driver®
Embedded Web Server	PC or mobile—Status Information, Responsive Design, Settings, Device Management, Cloning
Preview	Preview of Scan/Fax with Zoom, Rotate, Add Page
Print Features	Print from USB, Secure Print, Sample Set, Personal Print, Saved Job, Xerox® Earth Smart Driver Settings, Job Identification, Booklet Creation, Store and Recall Driver Settings, Bi-directional Real-time Status, Scaling, Job Monitoring, Application Defaults, Two-sided Printing (as default), Skip Blank Pages, Draft Mode
Scan	Optical Character Recognition (OCR), Scan to USB/Email/Network (FTP/SMB), Scan File Formats: PDF, PDF/A, XPS, JPEG, TIFF; Convenience Features: Scan to Home, Searchable PDF, Single/Multi-Page PDF/XPS/TIFF/Password Protected PDF
Fax	Optional Walk-up Fax (one-line or three-line options available, includes LAN Fax, Direct Fax, Fax Forward to Email), optional Fax Over IP

## MOBILE AND CLOUD READY

Mobile Printing	Apple® AirPrint®, Google Cloud Print™ Ready, Xerox® Print Service and Mopria® Print Service Plug-ins for Android™
Mobility Options	@PrintByXerox®, Xerox® Mobile Print and Mobile Print Cloud®, Connect via NFC/Wi-Fi Direct Printing®, Xerox® Mobile Link App®. Visit <a href="http://www.xerox.com/officemobileapps">www.xerox.com/officemobileapps</a> for available apps.
Cloud Connectors <sup>4</sup>	Print from/Scan to Google Drive™, Microsoft® OneDrive®, Dropbox™, Microsoft Office 365® Box®, Xerox® DocuShare® Platform and more

## BENCHMARK SECURITY

Network Security	IPsec, HTTPS, encrypted email, Network Authentication, SNMPv3, SSL/TLS, Security Certificates, Automatic Self-Signed Certificate
Device Access	Firmware Verification, User access and internal firewall, Port/IP/Domain Filtering, Audit Log, Access Controls, User Permissions, Smart Card Enabled (CAC/PIV-NET), Integrated Card Reader Bay
Data Protection	Setup/Security Wizards, Job Level Encryption via HTTPS/IPPS submission, Encrypted hard disk (AES 256-bit, FIPS 140-2) and image overwrite, Common Criteria Certification (ISO 15408) (undergoing evaluation)
Document Security	Secure Print, Secure Fax, Secure Scan, Secure Email, Password Protected PDF

## ENABLES NEXT GENERATION SERVICES

Print Management	Xerox® Print Management and Mobility Suite™, Configuration Cloning, Xerox® Standard Accounting Tool, Equitrac®, Y Soft® and more
Managing Print	Xerox® Device Manager, Support Assistance, Auto Meter Read, Managed Print Services tools
Sustainability	Cisco EnergyWise®, Earth Smart Printing, Print User ID on margins

## GATEWAY TO NEW POSSIBILITIES

Cloud Services	Xerox® Easy Translator®, Xerox® Healthcare MFP Solution (U.S. only)®, many additional services available
Xerox App Gallery	Many apps and cloud services available. Visit <a href="http://www.xerox.com/appgallery">www.xerox.com/appgallery</a> for a growing selection of Xerox® apps available for adding functions.

<sup>1</sup> Maximum volume capacity expected in any one month. Not expected to be sustained on a regular basis. <sup>2</sup> HDD and Dual Catch Tray are optional on Desktop model. <sup>3</sup> Free optional download from Xerox App Gallery to the Printer—[www.xerox.com/xeroxappgallery](http://www.xerox.com/xeroxappgallery). <sup>4</sup> Purchased option; <sup>5</sup> Visit [www.apple.com](http://www.apple.com) for AirPrint Certification list.

For more detailed specifications, go to [www.xerox.com/VersaLinkC7000Specs](http://www.xerox.com/VersaLinkC7000Specs)

©2017 Xerox Corporation. All rights reserved. Xerox®, Xerox and Design®, ConnectKey®, DocuShare®, Global Print Driver®, Mobile Express Driver®, VersaLink® and Xerox Extensible Interface Platform® are trademarks of Xerox Corporation in the United States and/or other countries. The information in this brochure is subject to change without notice. Updated 6/17 BR21496 VC7BR 01UA



# Lease Agreement



Supplier Name & Address: Document Systems, Inc.			
Owner: XEROX FINANCIAL SERVICES LLC - 201 Merritt 7, Norwalk, CT 06851			Agreement Number: 108066
CUSTOMER INFORMATION			
Full Legal Name: FRANKLIN COUNTY ANIMAL SHELTER			Phone:
Billing Address: 351 T KEMP RD		Contact Name:	
City: LOUISBURG	State: NC	Zip Code: 27549-6746	Contact Email:
EQUIPMENT			
Quantity	Model and Description	Quantity	Model and Description
1	C7020SM2 w/ Fax & PS Kit		
Equipment Location (if different from Billing Address):			
TERM		PURCHASE OPTION - ("FMV" unless otherwise noted)	
Initial Term: 60 (in months)	Lease Payment (plus applicable taxes): \$99.99 Frequency: Monthly	FMV	
CUSTOMER ACCEPTANCE			
BY YOUR SIGNATURE BELOW, YOU ACKNOWLEDGE THAT YOU ARE ENTERING INTO A NON-CANCELLABLE AGREEMENT AND THAT YOU HAVE READ AND AGREED TO ALL APPLICABLE TERMS AND CONDITIONS SET FORTH ON PAGES 1 AND 2 HEREOF.			
Authorized Signer X:	Date:	Federal Tax ID # (Required):	
Print Name:	Title:		
OWNER ACCEPTANCE			
Accepted By: Xerox Financial Services LLC	Name and Title:	Date:	
TERMS & CONDITIONS			

1. Definitions. The words "you" and "your" mean the legal entity identified in "Customer Information" above, and "XFS," "we," "us," "Owner" and "our" mean Xerox Financial Services LLC. "Party" means you or XFS, and "Parties" means both you and XFS. "Supplier" means the entity identified as "Supplier" above. "Acceptance Date" means the date you irrevocably determine Equipment has been delivered, installed and operating satisfactorily. "Agreement" means this Lease Agreement, including any attached Equipment schedule. "Commencement Date" will be a date after the Acceptance Date, as set forth in our first invoice, for the purpose of facilitating an orderly transition and to provide a uniform billing cycle. "Discount Rate" means 3% per annum. "Equipment" means the items identified in "Equipment" above and in any attached Equipment schedule, plus any Software (as defined in Section 3 hereof), attachments, accessories, replacements, replacement parts, substitutions, additions and repairs thereto. "Interim Period" means the period, if any, between the Acceptance Date and the Commencement Date. "Interim Payment" means one thirtieth of the Lease Payment multiplied by the number of days in the Interim Period. "Payment" means the Lease Payment specified above, Taxes and other charges you, Supplier and XFS agree will be invoiced by XFS. "Maintenance Agreement" means a separate agreement between you and Supplier for maintenance and support purposes. "Origination Fee" means a one-time fee of \$125 billed on your first invoice, which you agree to pay, covering origination, documentation, processing and other initial costs. "Term" means the Interim Period, if any, together with the Initial Term plus any subsequent renewal or extension terms. "UCC" means the Uniform Commercial Code of the State(s) where XFS must file UCC-1 financing statements to perfect its security interest in the Equipment.

2. Agreement, Payments and Late Payments. You agree and represent that the Equipment was selected, configured and negotiated by you based on your judgment and supplied by Supplier. At your request, XFS will acquire same from Supplier to lease to you hereunder and you agree to lease same from XFS. The Initial Term commences on the Commencement Date. You agree to pay XFS the first Payment plus any applicable Interim Payment no later than 30 days after the Commencement Date; each subsequent Payment shall be payable on the same date of each month thereafter. You agree to pay us all sums due under each invoice via check, Automated Clearing House debit, Electronic Funds Transfer or direct debit from your bank account by the due date. If any Payment is not paid in full within 5 days after its due date, you will pay a late charge of the greater of 10% of the amount due or \$25, not to exceed the maximum amount permitted by law. For each dishonored or returned Payment, you will be assessed the applicable fee, not to exceed \$35. Restrictive covenants on any method of payment will be ineffective.

3. Equipment and Software. To the extent that Equipment includes intangible property or associated services such as software licenses, such intangible property shall be referred to as "Software." You acknowledge and agree that XFS is not the licensor of such Software, and therefore has no right, title or interest in it, and you will comply throughout the Term with any license and/or other agreement ("Software License") with the supplier of the Software ("Software Supplier"). You are responsible for determining with the Supplier whether any Software Licenses are required, and entering into them with Software Supplier(s) no later than 30 days after the Acceptance Date. YOU AGREE THE EQUIPMENT IS FOR YOUR LAWFUL BUSINESS USE IN THE UNITED STATES, WILL NOT BE USED FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES, AND IS NOT BEING ACQUIRED FOR RESALE. You will not attach the Equipment as a fixture to real estate or make any permanent alterations to it.

4. Non-Cancellable Agreement. THIS AGREEMENT CANNOT BE CANCELLED OR TERMINATED BY YOU PRIOR TO THE END OF THE INITIAL TERM. YOUR OBLIGATION TO MAKE ALL PAYMENTS IS ABSOLUTE AND UNCONDITIONAL AND NOT SUBJECT TO DELAY, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM OR RECOUPMENT FOR ANY REASON WHATSOEVER, IRRESPECTIVE OF THE PERFORMANCE OF THE EQUIPMENT, SUPPLIER, ANY THIRD PARTY OR XFS. Any pursued claim by you against XFS for alleged breach of our obligations hereunder shall be asserted solely in a separate action; provided, however, that your obligations hereunder shall continue unabated.

5. End of Agreement Options. If a \$1 Purchase Option is designated, you will be deemed to have exercised your option to purchase the Equipment as of the Acceptance Date. If an FMV purchase option is designated, if you are not in default and if you provide no greater than 150 days and no less than 60 days' prior written notice to XFS, you may, at the end of the Initial Term or any renewal term ("End Date"), either (a) purchase all, but not less than all, of the Equipment by paying its fair market value, as determined by XFS in its sole but reasonable discretion ("Determined FMV"), plus Taxes, or (b) return the Equipment within 30 days of the End Date, at your expense, fully insured, to a continental US location XFS shall specify. You cannot return Equipment more than 30 days prior to the End Date without our consent. If we consent, we may charge you, in addition to all undiscounted amounts due hereunder, an early termination fee. If you have not elected one of the above options, this Agreement shall renew for successive 3-month terms. Either party may terminate the Agreement as of the end of any 3-month renewal term on 30 days' prior written notice and by taking one of the actions identified in (a) or (b) in the preceding sentence of this section. Any FMV purchase option shall be exercised with respect to each item of Equipment on the day immediately following the date of expiration of the Term of such item, and by the delivery at such time by you to XFS of payment, in form acceptable to XFS, of the amount of the applicable purchase price. Upon payment of the applicable amount, XFS shall transfer our interest in the Equipment to you on an "AS IS, WHERE IS," "WITH ALL FAULTS" basis, without representation or warranty of any kind.

6. Equipment Delivery and Maintenance. You should arrange with Supplier to have the Equipment delivered to you at the location(s) specified herein, and you agree to execute a Delivery & Acceptance Certificate at XFS's request (and confirm same via telephone and/or electronically) confirming when you have received, inspected and irrevocably accepted the Equipment, and authorize XFS to fund the Supplier for the Equipment. If you fail to accept the Equipment, you shall no longer have any obligations hereunder; however, you remain liable for any Equipment purchase order or other contract issued on your behalf directly with Supplier. Equipment may not be moved to another physical address without XFS's prior written consent, which shall not be unreasonably withheld or delayed. You agree that you will not take the Equipment out of service during the Term. You shall permit XFS or its agent to inspect Equipment and any maintenance records relating thereto during your normal business hours upon reasonable notice. You represent you have entered into a Maintenance Agreement to maintain the Equipment in good working order in accordance with the manufacturer's maintenance guidelines and to provide you with Equipment supplies. You acknowledge that XFS is acting solely as an administrator for Supplier with respect to the billing and collecting of the charges under any Maintenance Agreement. XFS IS NOT LIABLE FOR ANY BREACH BY SUPPLIER OF ANY OF ITS OBLIGATIONS TO YOU, NOR WILL ANY OF YOUR OBLIGATIONS HEREUNDER BE MODIFIED, RELEASED OR EXCUSED BY ANY ALLEGED BREACH BY SUPPLIER.

7. Equipment Ownership, Labeling and UCC Filing. If and to the extent a court deems this Agreement to be a security agreement under the UCC, and otherwise for precautionary purposes only, you grant XFS a first priority security interest in your interest in the Equipment as defined above in order to secure your performance hereunder. Unless a \$1 Purchase Option is applicable, XFS is and shall remain the sole owner of the Equipment, except the Software. You authorize XFS to file a UCC financing statement to show, and to do all other acts to protect, our interest in the Equipment. You agree to pay any filing fees and administrative costs for the filing of such financing statements. You agree to keep the Equipment free from any liens or encumbrances and to promptly notify XFS if there is any change in your organization such that a refiling or amendment to XFS's financing statement against you becomes necessary.

**8. Equipment Return.** If the Equipment is returned to XFS, it shall be in the same condition as when delivered to you, except for "ordinary wear and tear" and, if not in such condition, you will be liable for all expenses XFS incurs to return the Equipment to such condition. IT IS SOLELY YOUR RESPONSIBILITY TO SECURE ANY SENSITIVE DATA AND PERMANENTLY DELETE SUCH DATA FROM THE INTERNAL MEDIA STORAGE PRIOR TO RETURNING THE EQUIPMENT TO XFS. YOU SHALL HOLD XFS HARMLESS FROM YOUR FAILURE TO SECURE AND PERMANENTLY DELETE ALL SUCH CUSTOMER DATA AS OUTLINED IN THIS SECTION.

**9. Assignment.** YOU MAY NOT ASSIGN, SELL, PLEDGE, TRANSFER, SUBLEASE OR PART WITH POSSESSION OF THE EQUIPMENT, THIS AGREEMENT OR ANY OF YOUR RIGHTS OR OBLIGATIONS UNDER THIS AGREEMENT (COLLECTIVELY "ASSIGNMENT") WITHOUT XFS'S PRIOR WRITTEN CONSENT, WHICH SHALL NOT BE UNREASONABLY WITHHELD, BUT SUBJECT TO THE SOLE EXERCISE OF XFS'S REASONABLE CREDIT DISCRETION AND EXECUTION OF ANY NECESSARY ASSIGNMENT DOCUMENTATION. If XFS agrees to an Assignment, you agree to pay the applicable assignment fee and reimburse XFS for any costs we incur in connection with that Assignment, which in the aggregate shall not exceed \$250. XFS may sell, assign or transfer all or any part of the Equipment, this Agreement and/or any of our rights (but none of our obligations except for invoicing and tax administration) hereunder. XFS's assignee will have the same rights that we have to the extent assigned. YOU AGREE NOT TO ASSERT AGAINST SUCH ASSIGNEE ANY CLAIMS, DEFENSES, COUNTERCLAIMS, RECOUPMENTS, OR SET-OFFS THAT YOU MAY HAVE AGAINST XFS, and you agree to remit Payments to such Assignee if so designated. XFS agrees and acknowledges that any Assignment by us will not materially change your obligations hereunder.

**10. Taxes.** You will be responsible for, indemnify and hold XFS harmless from, all applicable taxes, fees or charges (including sales, use, personal property and transfer taxes (other than net income taxes), plus interest and penalties) assessed by any governmental entity on you, the Equipment, this Agreement, or the amounts payable hereunder (collectively, "Taxes"), which will be included in XFS's invoices to you unless you timely provide continuing proof of your tax exempt status. Regardless of your tax-exempt status, XFS reserves the right to pass through, and you agree to pay, any such Taxes that are actually assessed by the applicable State on XFS as lessor of the Equipment. For jurisdictions where certain taxes are calculated and paid at the time of agreement initiation, you authorize XFS to finance and adjust your Payment to include such Taxes over the Term. Unless and until XFS notifies you in writing to the contrary, the following shall apply to personal property taxes and returns. If an FMV purchase option is applicable, XFS will file all personal property tax returns covering the Equipment, pay the personal property taxes levied or assessed thereon, and collect from your account all personal property taxes on the Equipment. If a \$1 purchase option is applicable, you will file all personal property tax returns covering the Equipment, pay the personal property taxes levied or assessed thereon, and provide us proof thereof upon our request. XFS MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE TAX OR ACCOUNTING TREATMENT OF THIS AGREEMENT.

**11. Equipment Warranty Information and Disclaimers.** XFS HAS NO INVOLVEMENT IN THE DESIGN, MANUFACTURE, SALE, DELIVERY, INSTALLATION, USE OR MAINTENANCE OF THE EQUIPMENT. THEREFORE, XFS DISCLAIMS, AND YOU WAIVE SOLELY AGAINST XFS, ALL EQUIPMENT WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE, AND XFS MAKES NO REPRESENTATIONS WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE EQUIPMENT'S SUITABILITY, FUNCTIONALITY, DURABILITY OR CONDITION. Since you have selected the Equipment and Supplier, you acknowledge that you are aware of the name of the manufacturer of each item of Equipment, Supplier's contact information, and agree that you will contact manufacturer and/or Supplier for a description of any warranty rights you may have under the Equipment supply contract, sales order, or otherwise. Provided you are not in default hereunder, XFS hereby assigns to you any Equipment warranty rights we may have against Supplier or manufacturer. If the Equipment is returned to XFS or you are in default, such rights are deemed reassigned by you to XFS. IF THE EQUIPMENT IS NOT PROPERLY INSTALLED, DOES NOT OPERATE AS WARRANTED, BECOMES OBSOLETE, OR IS UNSATISFACTORY FOR ANY REASON WHATSOEVER, YOU SHALL MAKE ALL RELATED CLAIMS SOLELY AGAINST MANUFACTURER OR SUPPLIER AND NOT AGAINST XFS, AND YOU SHALL NEVERTHELESS CONTINUE TO PAY ALL PAYMENTS AND OTHER SUMS PAYABLE UNDER THIS AGREEMENT.

**12. Liability and Indemnification.** XFS IS NOT RESPONSIBLE FOR ANY LOSSES, DAMAGES, EXPENSES OR INJURIES OF ANY KIND OR TYPE, INCLUDING, BUT NOT LIMITED TO, ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (COLLECTIVELY, "CLAIMS") TO YOU OR ANY THIRD PARTY CAUSED BY THE EQUIPMENT OR ITS USE. You assume the risk of liability for, and hereby agree to indemnify and hold safe and harmless, and covenant to defend, XFS, its employees, officers and agents from and against: (a) any and all Claims (including legal expenses of every kind and nature) arising out of the acceptance or rejection, ownership, leasing, possession, operation, use, return or other disposition of the Equipment; and (b) any and all loss or damage of or to the Equipment. Neither sentence in this Section shall apply to Claims arising directly and proximately from XFS's gross negligence or willful misconduct.

**13. Default and Remedies.** You will be in default hereunder if XFS does not receive any Payment within 10 days after its due date, or you breach any other material obligation hereunder or any other agreement with XFS. If you default, and such default continues for 10 days after XFS provides notice to you, XFS may, in addition to other remedies (including disabling or repossessing the Equipment and/or requesting Supplier to cease performing under the Maintenance Agreement), immediately require you to do one or more of the following: (a) as liquidated damages for loss of bargain and not as a penalty, pay the sum of (i) all amounts then past due, plus interest from the due date until paid at the rate of 1.5% per month; (ii) the Payments remaining in the Term (including the fixed maintenance component thereof, if permitted under the Maintenance Agreement), discounted at the Discount Rate to the date of default, (iii) the Equipment's booked residual, and (iv) Taxes; and (b) require you to return the Equipment as provided in Sections 5 and 8 hereof. You agree to pay all reasonable costs, including attorneys' fees and disbursements, incurred by XFS to enforce this Agreement.

**14. Risk of Loss and Insurance.** You assume and agree to bear the entire risk of loss, theft, destruction or other impairment of the Equipment upon delivery. You, at your own expense, (i) shall keep Equipment insured against loss or damage at a minimum of full replacement value thereof, and (ii) shall carry liability insurance against bodily injury, including death, and against property damage in the amount of at least \$2 million (collectively, "Required Insurance"). All such Equipment loss/damage insurance shall be with lender's loss payable to "XFS, its successors and/or assigns, as their interests may appear," and shall be with companies reasonably acceptable to XFS. XFS shall be named as an additional insured on all liability insurance policies. The Required Insurance shall provide for 30 days' prior notice to XFS of cancellation.

YOU MUST PROVIDE XFS OR OUR DESIGNEES WITH SATISFACTORY WRITTEN EVIDENCE OF REQUIRED INSURANCE WITHIN 30 DAYS OF THE ACCEPTANCE DATE AND ANY SUBSEQUENT WRITTEN REQUEST BY XFS OR OUR DESIGNEES. IF YOU DO NOT DO SO, THEN IN LIEU OF OTHER REMEDIES FOR DEFAULT, XFS IN OUR DISCRETION AND AT OUR SOLE OPTION MAY (BUT IS NOT REQUIRED TO) OBTAIN INSURANCE FROM AN INSURER OF XFS'S CHOOSING, WHICH MAY BE AN XFS AFFILIATE, IN SUCH FORMS AND AMOUNTS AS XFS DEEMS REASONABLE TO PROTECT XFS'S INTERESTS (COLLECTIVELY "EQUIPMENT INSURANCE"). EQUIPMENT INSURANCE WILL COVER THE EQUIPMENT AND XFS; IT WILL NOT NAME YOU AS AN INSURED AND MAY NOT COVER ALL OF YOUR INTEREST IN THE EQUIPMENT AND WILL BE SUBJECT TO CANCELLATION AT ANY TIME. YOU AGREE TO PAY XFS PERIODIC CHARGES FOR EQUIPMENT INSURANCE (COLLECTIVELY "INSURANCE CHARGES") THAT INCLUDE: AN INSURANCE PREMIUM THAT MAY BE HIGHER THAN IF YOU MAINTAINED THE REQUIRED INSURANCE SEPARATELY; A FINANCE CHARGE OF UP TO 1.5% PER MONTH ON ANY ADVANCES MADE BY XFS OR OUR AGENTS; AND COMMISSIONS, BILLING AND PROCESSING FEES; ANY OR ALL OF WHICH MAY GENERATE A PROFIT TO XFS OR OUR AGENTS. XFS MAY ADD INSURANCE CHARGES TO EACH PAYMENT. XFS shall discontinue billing or debiting Insurance Charges for Equipment Insurance upon receipt and review of satisfactory evidence of Required Insurance.

You must promptly notify XFS of any loss or damage to Equipment which makes any item of Equipment unfit for continued or repairable use. You hereby irrevocably appoint XFS as your attorney-in-fact to execute and endorse all checks or drafts in your name to collect under any such Required Insurance. Insurance proceeds from Required Insurance or Equipment Insurance received shall be applied, at XFS's option, to (x) restore the Equipment so that it is in the same condition as when delivered to you (normal wear and tear excepted), or (y) if the Equipment is not restorable, to replace it with like-kind condition Equipment from the same manufacturer, or (z) pay to XFS the greater of (i) the total unpaid Payments for the entire Term hereof (discounted to present value at the Discount Rate) plus, if an FMV purchase option is designated on the first page hereof, XFS's residual interest in such Equipment (herein agreed to be 20% of the Equipment's original cost to XFS) plus any other amounts due to XFS hereunder, or (ii) the Determined FMV immediately prior to the loss or damage. NO LOSS OR DAMAGE TO EQUIPMENT, OR XFS'S RECEIPT AND APPLICATION OF INSURANCE PROCEEDS, SHALL RELIEVE YOU OF ANY OF YOUR REMAINING OBLIGATIONS UNDER THIS AGREEMENT. Notwithstanding procurement of Equipment Insurance or Required Insurance, you remain primarily liable for performance under this Section in the event the applicable insurance carrier fails or refuses to pay any claim. YOU AGREE (I) AT XFS'S SOLE ELECTION TO ARBITRATE ANY DISPUTE WITH XFS, OUR AGENTS OR ASSIGNS REGARDING THE EQUIPMENT INSURANCE UNDER THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION IN FAIRFIELD COUNTY, CT, (II) THAT IF XFS MAKES THE FOREGOING ELECTION ARBITRATION (NOT A COURT) SHALL BE THE EXCLUSIVE REMEDY FOR SUCH DISPUTES; AND (III) THAT CLASS ARBITRATION IS NOT PERMITTED. This arbitration option does not apply to any other provision of this Agreement.

**15. Finance Lease and Customer Waivers.** The parties agree this Agreement shall be construed as a "finance lease" under UCC Article 2A. Customer waives its rights as a lessee under UCC 2A sections 508-522.

**16. Authorization of Signer and Credit Review.** You represent that you may lawfully enter into, and perform, this Agreement, that the individual signing this Agreement on your behalf has all necessary authority to do so, and that all financial information you provide accurately represents your financial condition. You agree to furnish financial information that XFS may request now, including your Federal Tax ID, and you authorize XFS to obtain credit reports on you in the future should you default or fail to make prompt payments hereunder.

**17. Original and Sole Controlling Document. No Modifications Unless in Writing.** This Agreement constitutes the entire agreement between the Parties as to the subjects addressed herein, and representations or statements not included herein are not part of this Agreement and are not binding on the Parties. You agree that an executed copy of this Agreement that is signed by your authorized representative and by XFS's authorized representative (an original manual signature or such signature reproduced by means of a reliable electronic form, such as electronic transmission of a facsimile or electronic signature) shall be marked "original" by XFS and shall constitute the only original document for all purposes. To the extent this Agreement constitutes UCC chattel paper, no security interest in this Agreement may be created except by the possession or transfer of the copy marked "original" by XFS. IF A PURCHASE ORDER OR OTHER DOCUMENT IS ISSUED BY YOU, NONE OF ITS TERMS AND CONDITIONS SHALL BE BINDING ON XFS, AS THE TERMS AND CONDITIONS OF THIS AGREEMENT EXCLUSIVELY GOVERN THE TRANSACTION DOCUMENTED HEREIN. SUPPLIER AND ITS REPRESENTATIVES ARE NOT OUR AGENTS AND ARE NOT AUTHORIZED TO MODIFY OR NEGOTIATE THE TERMS OF THIS AGREEMENT. THIS AGREEMENT MAY NOT BE AMENDED OR SUPPLEMENTED EXCEPT IN A WRITTEN AGREEMENT SIGNED BY AUTHORIZED REPRESENTATIVES OF THE PARTIES AND NO PROVISIONS CAN BE WAIVED EXCEPT IN A WRITING SIGNED BY XFS. You authorize XFS to insert or correct missing information on this Agreement, including but not limited to your proper legal name, agreement/numbers, serial numbers and other Equipment information, so long as there is no material impact to your financial obligations.

**18. Governing Law, Jurisdiction, Venue and JURY TRIAL WAIVER.** THIS AGREEMENT IS GOVERNED BY, AND SHALL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CONNECTICUT. THE JURISDICTION AND VENUE OF ANY ACTION TO ENFORCE THIS AGREEMENT, OR OTHERWISE RELATING TO THIS AGREEMENT, SHALL BE IN A FEDERAL OR STATE COURT IN FAIRFIELD COUNTY, CONNECTICUT OR, EXCLUSIVELY AT XFS'S OPTION, IN ANY OTHER FEDERAL OR STATE COURT WHERE THE EQUIPMENT IS LOCATED OR WHERE XFS'S OR YOUR PRINCIPAL PLACES OF BUSINESS ARE LOCATED, AND YOU HEREBY WAIVE ANY RIGHT TO TRANSFER VENUE. THE PARTIES HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION RELATED TO OR ARISING OUT OF THIS AGREEMENT.

**19. Miscellaneous.** Your obligations under the "Taxes" and "Liability" Sections commence upon execution, and survive the expiration or earlier termination, of this Agreement. Notices hereunder must be in writing. Notices to you will be sent to the "Billing Address" provided on the first page hereof, and notices to XFS shall be sent to our address provided on the first page hereof. Notices will be deemed given 5 days after mailing by first class mail or 2 days after sending by nationally recognized overnight courier. Invoices are not considered notices and are not governed by the notice terms hereof. You authorize XFS to communicate with you by any electronic means (including cellular phone, email, automatic dialing and recorded messages) using any phone number (including cellular) or electronic address you provide to us. If a court finds any term of this Agreement unenforceable, the remaining terms will remain in effect. The failure by either Party to exercise any right or remedy will not constitute a waiver of such right or remedy. If more than one party has signed this Agreement as Customer, each such party agrees that its liability is joint and several. The following four sentences control over every other part of this Agreement: Both Parties will comply with applicable laws. XFS will not charge or collect any amounts in excess of those allowed by applicable law. Any part of this Agreement that would, but for the last four sentences of this Section, be read under any circumstances to allow for a charge higher than that allowed under any applicable legal limit, is modified by this Section to limit the amounts chargeable hereunder to the maximum amount allowed under the legal limit. If, in any circumstances, any amount in excess of that allowed by law is charged or received, any such charge will be deemed limited by the amount legally allowed and any amount received by XFS in excess of that legally allowed will be applied by us to the payment of amounts legally owed hereunder or refunded to you.



**For use with only with Leases that are part of a transaction under PEPPM Contract 528897-300\* for all states except CA, and PEPPM Contract 528899-188\* for California.**

**RE: AMENDMENT TO AGREEMENT # \_\_\_\_\_108066\_\_\_\_\_ ; (the "Agreement")**

This is an amendment to subject Agreement between \_\_\_\_\_Franklin County Animal Shelter\_\_\_\_\_, ("Customer") and Xerox Financial Services LLC, ("Owner"), dated and effective as of \_\_\_\_\_. All capitalized but undefined terms used in this Amendment shall have the meanings set forth in the Lease.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties agree to amend the Lease as follows:

**The phrase in the End of Agreement Options section:**

(b) return the Equipment within 30 days of the End Date, at your expense, fully insured, to a continental US location XFS shall specify.

**Is replaced with:**

(b) return the Equipment within 30 days of the End Date, at your expense not to exceed \$1,750 per individual unit of Equipment, fully insured, to a continental US location XFS shall specify.

**The Risk of Loss and Insurance section is replaced with the following:**

You assume and agree to bear the entire risk of loss, theft, destruction or other impairment of the Equipment upon delivery. You, at your own expense shall keep Equipment insured against loss or damage at a minimum of full replacement value thereof ("Required Insurance"). All such Equipment loss/damage insurance shall be with lender's loss payable to "XFS, its successors and/or assigns, as their interests may appear," and shall be with companies reasonably acceptable to XFS or under an XFS-approved self-insurance program. The Required Insurance shall provide for 30 days' prior notice to XFS of cancellation.

**The following is added:**

**Non-Appropriation.** Your obligation to remit the Payments and any other amounts due is contingent upon approval of the appropriation of funds by your governing body. In the event funds are not appropriated for any forthcoming fiscal period equal to amounts due under the Agreement, and you have no other funds legally available to be allocated to the payment of your obligations hereunder, you may terminate the Agreement effective on the first day of such forthcoming fiscal period ("Termination Date") if: (a) you have used due diligence to exhaust all funds legally available, and (b) XFS has received written notice from you at least 30 days before the Termination Date. At XFS's request, you shall promptly provide supplemental documentation as to such non-appropriation. Upon the occurrence of such non-appropriation, you shall not be obligated for any Payment for any forthcoming fiscal period for which funds have not been so appropriated, and you shall promptly return the Equipment as set forth in the return provisions of this Agreement.

**ACCEPTED AND ACKNOWLEDGED:**

**CUSTOMER ACCEPTANCE**

Authorized Signor: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

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

**OWNER ACCEPTANCE**

Accepted by: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

**Signor for the Lease Agreement and this Amendment must be the same.**

\*Valid through 12/31/2021

Franklin County Commissioner’s Agenda Information Sheet

Requested Meeting Date: October 19, 2020

# of attachment (s) \_\_\_\_\_

Item Title (as it should appear on the agenda): Forgiveing Library Fines Due To COVID Pandemic

Initiated by (Name, Job Title): Holt Kornegay, Library Director

Board action proposed: Approve request to forgive Library Fines

Is this a consent agenda item?  Yes  No

Is a public hearing needed?  Yes  No

Has this item been reviewed by the appropriate staff? Please check all that apply.

County Manager                       County Attorney                       Finance Director

Summary of Request:

The Franklin County Libraries closed access to the public, including book drops, on March 16<sup>th</sup> in response to COVID. The public was notified about the book drops reopening however, many patrons were unaware of the dates and the process.

The Library Department is requesting the Board of Commissioners consider forgiving all fines that were assessed from March 16<sup>th</sup> through October 8<sup>th</sup> to help patrons during this difficult time. The total amount of fines that is being requested to forgive is \$2,063.42.

FOR OFFICE USE ONLY:

APPROVED  
 DENIED

ACTION: \_\_\_\_\_ DATE: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Franklin County Commissioner’s Agenda Information Sheet

Requested Meeting Date: October 19, 2020

# of attachment (s) 1

Item Title (as it should appear on the agenda): Library Hotspot Lending Fees and Agreement

Initiated by (Name, Job Title): Holt Kornegay, Library Director

Board action proposed: Approve Library Hotspot Lending Fees and Agreement

Is this a consent agenda item?  Yes  No

Is a public hearing needed?  Yes  No

Has this item been reviewed by the appropriate staff? Please check all that apply.

County Manager                       County Attorney                       Finance Director

Summary of Request:

The Franklin County Library has purchased, with grants and donations, internet Hotspots for patrons to checkout for four week intervals. The Library Department is excited to have the opportunity to offer this service to the community to support access to the internet and help continue our Broadband initiatives. The Library is requesting the Board of Commissioners to approve the fees for the Hotspot lending and the Agreement that patrons are required to complete. There are no fees for checking out a Hotspot however, we are proposing the following fees if the Hotspots are not returned:

- Daily overdue fines of \$2.00 per day
- Returning Hotspots by book drop \$25.00 and loss of privileges
- Returning Hotspots to Libraries other than Franklin County libraries \$25.00
- Loss or damage of Hotspot unit \$192.00
- Loss or damage of Hotspot power adapter/charge cord \$25.00
- Loss or damage of Hotspot case \$10.00

The fees are comparable to others throughout The NC Cardinal Consortia.

FOR OFFICE USE ONLY:

APPROVED  
 DENIED

ACTION: \_\_\_\_\_ DATE: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

# The Franklin County Public Library Hotspot Lending Agreement

## Guidelines for Borrowing and Use Outside of the Library

Patrons must be **16 years of age or older** and must read, understand, and sign this agreement at the Circulation Desk in the presence of a library staff member **each time** a Mobile Hotspot is checked out.

Patrons under the age of 18 **MUST** have a **signature from a parent/guardian** to check out a Mobile Hotspot. A **valid Franklin County Library account** AND a **valid photo identification** must be presented at the time of checkout.

Patrons must be in good standing with the library, with a **current address** on file and **no fines above \$5**.

Mobile Hotspots may be checked out for **four weeks** with **no renewals**.

Hotspots **MUST BE RETURNED TO A STAFF MEMBER AT THE CIRCULATION DESK**, and **NOT** placed in the **book drop**.

Overdue Mobile Hotspots will be **deactivated** within **24 hours** of the due date.

## Fines and Liability

- The overdue fine for the Hotspot and its components is **\$2.00 per day until returned**.
- Patrons will be charged **\$25** for Mobile Hotspots returned to a **book drop**.
- Patrons will be charged **\$25** for Mobile Hotspots returned to another **library**.
- The Mobile Hotspot should be kept in a **temperature-controlled environment**; **DO NOT** leave it in your car.
- **The patron is responsible for costs associated with loss, theft, or damage of the Mobile Hotspot and/or peripherals.**
- Abuse of the Mobile Hotspot program will result in a **loss of borrowing privileges**.

## Mobile Hotspot Replacement Costs

Mobile Hotspot Unit...\$192

Power Adapter/Cord...\$25

Case... \$10

**Total Replacement Cost: \$227**

**\*\*NOTE TO PARENTS/GUARDIANS: INTERNET CONTENT FILTERING IS PROVIDED THROUGH THE WIRELESS HOTSPOTS. CIPA COMPLIANT FILTERING DOES NOT ABSOLVE PARENTS/GUARDIANS OF RESPONSIBILITY FOR MONITORING WHAT THEIR CHILDREN ACCESS THROUGH THE MOBILE HOTSPOT.**

I agree to abide by the Franklin County Public Library's Mobile Hotspot Lending Guidelines as stated above, and pay any overdue fines, \$2.00 per day until returned. I understand that if I return the Mobile Hotspot to a book drop, or to another library, I will be charged a \$25 fine, and I agree to pay full replacement costs should the Mobile Hotspot be lost, stolen, or damaged. I understand that abuse of the Mobile Hotspot program may result in the loss of my borrowing privileges at the Franklin County Public Library. I have read this entire document and my signature below indicates my agreement to the terms and conditions outlined above. I understand that the Mobile Hotspot does provide content filtering but that does not absolve my responsibility to monitor any minor whom may connect to this hotspots. I will not allow persons connecting to this device to attempt to circumvent filtering services:

Library Card # \_\_\_\_\_ Mailing Address: \_\_\_\_\_

Phone# \_\_\_\_\_

Print Name \_\_\_\_\_ Signature \_\_\_\_\_

Parent /Guardian Print Name(For Patrons under 18) \_\_\_\_\_ Signature \_\_\_\_\_

Staff Signature(verifying that all Hotspots parts are included and working) \_\_\_\_\_

Franklin County Commissioner’s Agenda Information Sheet

Requested Meeting Date: 10/19/2020

# of attachment (s) \_\_\_\_\_

Item Title (as it should appear on the agenda): Incentive Request for North Carolina Turf Care

Initiated by (Name, Job Title): Richie Duncan/EDC Director

Board action proposed: Approval of Incentive Request for North Carolina Turf Care

Is this a consent agenda item?  Yes  No

Is a public hearing needed?  Yes  No

Has this item been reviewed by the appropriate staff? Please check all that apply.

County Manager                       County Attorney                       Finance Director

Summary of Request:

A Public Hearing was held on Oct. 5, 2020 regarding the expansion of and request for an incentive for North Carolina Turf Care located at 321 N. Nassau St. in Youngsville.

The proposed expansion is construction of a new 12,000 SF building located beside their existing location. The facility will provide additional space for growth and add an additional 18 jobs to their current 48 employee base.

The total investment that will be made by North Carolina Turf Care for the new building is estimated at a tax valuation of \$651,500 new investment.

Following the Franklin County Economic Development Incentive Policy guidelines, the Economic Development Commission respectfully requests approval of a 3% incentive of the total increase in tax valuation equaling an estimated \$18,945 paid over four (4) years at \$4,736.25 annually distributed after their taxes are paid.

FOR OFFICE USE ONLY:

APPROVED  
 DENIED

ACTION: \_\_\_\_\_ DATE: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

# Franklin County Commissioner's Agenda Information Sheet

Requested Meeting Date: October 19, 2020

# of attachment (s) 0

Item Title: Falls Lake Nutrient Management Strategy, Stage II Rules

Initiated by: Franklin County Planning & Inspections Department

Board action proposed: Allow staff to proceed with discussions for an Interim Alternative Implementation Approach (IAIA) and subsequent Interlocal Agreement which will be subject to Board of Commissioner approval to address Stage II requirements.

Is a public hearing needed? No

Has this item been reviewed by the appropriate staff? Please note all that apply.

County Manager \_\_\_\_\_ County Attorney \_\_\_\_\_ Finance Director \_\_\_\_\_

### Summary of Request

Forest Westall, Executive Director of the Upper Nuese River Basin Association (UNRBA) will provide a presentation on requirements set for the within the Falls Lake Nutrient Management Strategy. Stage I requirements for Falls Lake were adopted by the Board on June 18, 2012, which predominately establish requirements for new developments to meet nitrate and phosphate loading requirements.

Stage II requirements as prescribed by the state requires municipalities to reduce nutrient loading even further which according to the state will be extremely costly to jurisdictions. The UNRBA has been working for several years to develop an Interim Alternative Implementation Approach (IAIA) to provide municipalities with a different approach which provides greater flexibility for municipalities at a significantly reduced cost.

**FOR OFFICE USE ONLY:**

- APPROVED
- DENIED

**ACTION:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Franklin County Commissioner’s Agenda Information Sheet

Requested Meeting Date: October 19, 2020

# of attachment (s) 1

Item Title (as it should appear on the agenda): Utility Allocations

Initiated by (Name, Job Title): Utility Advisory Committee and Christopher Doherty, Public Utilities Director

Board action proposed: Approve requests and extensions

Is this a consent agenda item?  Yes  No

Is a public hearing needed?  Yes  No

Has this item been reviewed by the appropriate staff? Please check all that apply.

County Manager                       Utility Attorney – Jim Sheedy                       Finance Director

Summary of Request:

On October 7, 2020, the Utility Advisory Committee met and discussed and voted on the following action items. Staff will go through each of the items individually and ask for separate motions and votes.

ALLOCATION REQUESTS

	Subdivision	Lots/Units	Description
a	Essex Townes	50	New project in Essex s/d ; in Town of Franklinton
b	Wiggins Townhomes	12	Phase 2 of current project; completes project
c	Golden Ridge S/D	50	New Project; forfeited allocation, site plan expired

ALLOCATION EXTENSIONS

	Subdivision	Lots/Units	Description
a	Timberlake Preserve & Amenity Center	50 + 500 gpd	Request extension to 12-31-2021 – delay in obtaining CSX permit

All of the above were unanimously voted on by the Utility Advisory Committee. This will leave a balance of 2,575 gallons per day that can be used for administrative approvals.

FOR OFFICE USE ONLY:

APPROVED  
 DENIED

ACTION: \_\_\_\_\_ DATE: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**FRANKLIN COUNTY PUBLIC UTILITIES  
Water and Sewer Allocation Application**

*For Office Use Only  
Form Received*

\_\_\_\_\_  
Date  
\_\_\_\_\_  
Time

**Complete all appropriate items and return to:**

*Franklin County Public Utilities*  
**ALLOCATION REQUEST**  
1630 US #1 Highway  
Youngsville, NC 27596  
*cdoherly@franklincountync.us*

*Project Name:* Essex Townes

*Type of Request:*     *Initial*             *12-Month Extension*             *Modification*             *Additional Allocation*

**PROPERTY OWNER INFORMATION**

*Name(s)*            Franklin Acquisitions, LLC  
\_\_\_\_\_  
*Address*            3800 Gro-Peg Lane  
\_\_\_\_\_  
                          Wake Forest, NC 27587  
\_\_\_\_\_  
*Telephone*        (919) 570-5386  
\_\_\_\_\_  
*E-Mail*             scarle@eastcoastdrilling.com  
\_\_\_\_\_

**ENGINEER INFORMATION**

*Engineering Firm* The Nau Company, PLLC  
\_\_\_\_\_  
*Contact*            Timothy Nau  
\_\_\_\_\_  
*Address*            PO Box 810  
\_\_\_\_\_  
                          Rolesville, NC 27571  
\_\_\_\_\_  
*Telephone*        (919) 435-6395  
\_\_\_\_\_  
*E-Mail*             tnau@thenauco.com  
\_\_\_\_\_

**PROJECT INFORMATION**

*Property PIN #*    1855-61-4669  
\_\_\_\_\_  
*Parcel ID #*        009708  
\_\_\_\_\_

*Brief Description of Project*    102 Lot Townhome Subdivision located between US-1 and South Main Street in Franklinton.



# FRANKLIN COUNTY PUBLIC UTILITIES Water and Sewer Allocation Application

## PROJECT SCHEDULE

Project Schedule Project Schedule

### PROJECT TYPE

Residential

Single Family

Multi Family

# of Lots: 50

# of Units: # of Units

Non-Residential

Type of Development Non Res Type

# of Seats # of Seats

If Food Service Type

# of Employees # of Employees

If Office Type

Sq. Ft. of Building Sq. Ft. of Building

If Warehouse or Retail

### PROJECT WORKSHEET FOR ALLOCATION

	# of Lots/Units	G.P.D. per Lot/Unit	Requested GPD Amount
Residential SF Water Only	50	172	8,600
Residential SF Sewer Only	50	250	12,500
Residential MF Water Only	# of Units	172	G.P.D.
Residential MF Sewer Only	# of Units	250	G.P.D.
<b>TOTAL ALLOCATION REQUEST</b>			21,100
Non-Residential	Please attach calculation documentation		

### PLANNING BOARD APPROVAL

YES  NO

Planning Board Meeting Date

8/20/19

Franklinton Town Council Meeting

PROPERTY OWNER

ENGINEER

Scott Carle  
Printed Name Date

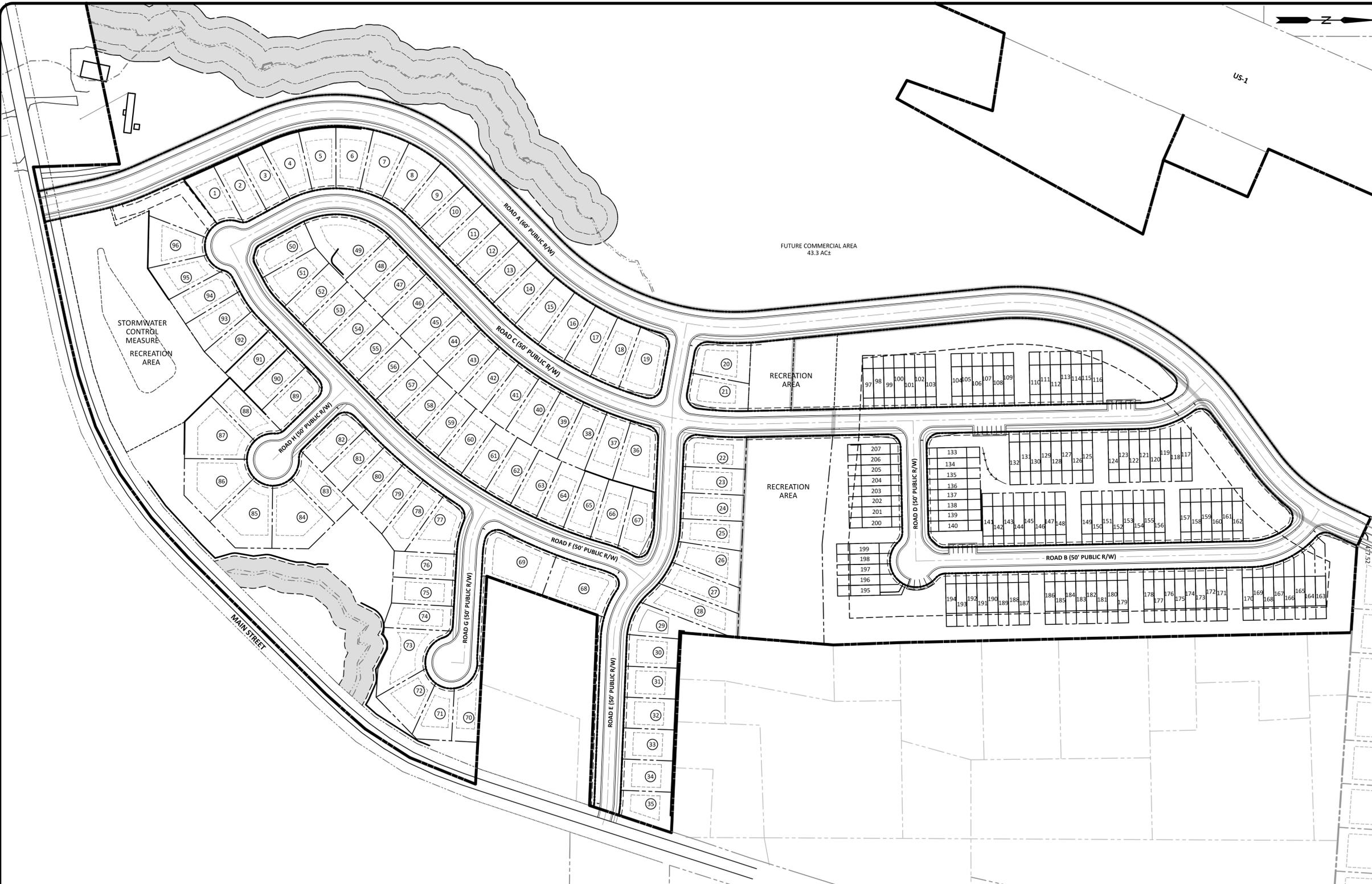
Timothy P. Nau  
Printed Name Date 08/30/2019

Signature

Signature

Please send completed application with required attachments to the Franklin County Public Utilities Office via US Mail, courier or email. Incomplete applications will not be considered. Incomplete applications are ones that do not have all information filled out and missing attachments. If any additional information is required, Franklin County Public Utilities will contact the applicant and/or engineer.





PROPOSED PUD SITE DATA	
ZONING	PDD
SINGLE FAMILY AREA	24.26 ACRES
TOWNHOME AREA	13.20 ACRES
TOTAL RESIDENTIAL AREA	37.46 ACRES
SINGLE FAMILY UNITS	96
TOWNHOME UNITS	111
APARTMENT UNITS	0
TOTALS UNITS	207
NET DENSITY	5.53 UNITS/ACRE
RECREATION AREA REQUIRED	
SINGLE FAMILY	5% OF 25.34 ACRES = 1.21 AC
TOWNHOME AREA	5% OF 12.02 = 0.66 AC
TOTAL AREA REQUIRED	1.87 AC
RECREATION AREA PROVIDED	
SINGLE FAMILY	2.13 AC
TOWNHOME AREA	1.70 AC
TOTAL AREA REQUIRED	3.83 AC

PROPOSED SINGLE FAMILY SITE DATA	
PROPOSED ZONING	PDD
SINGLE FAMILY AREA	24.26 ACRES
SINGLE FAMILY UNITS	96
NET DENSITY	3.96 UNITS/ACRE

PROPOSED SINGLE FAMILY LOT DIMENSIONS	
MIN. LOT AREA	6000 SF
MIN. LOT WIDTH	50 FT
FRONT SETBACK	20 FT
SIDE SETBACK	8 FT
REAR SETBACK	25 FT
SIDE CORNER SETBACK	15 FT

SITE PLAN LEGEND	
PROPERTY BOUNDARY	---
RIGHT-OF-WAY	----
PROPERTY LINE	-----
EASEMENT	-----
SETBACK	-----
PROPERTY/LANDSCAPE BUFFER	-----
ROAD CENTERLINE	=====
CURB & GUTTER (30" STANDARD)	=====
CURB & GUTTER (24" VALLEY)	=====
SIDEWALK	=====
STOP SIGN	+
CURB CUT FOR FUTURE RAMP	~
HC ACCESSIBLE RAMP	~

ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH TOWN OF FRANKLINTON STANDARDS AND SPECIFICATIONS



PREPARED BY:  
**The Nau Company**  
 Consulting Civil Engineers  
 PO Box 810 | Rolesville, NC 27571  
 919-435-6395  
 NCBELS License P-0751

CLIENT:  
 FRANKLIN ACQUISITIONS  
 ATTN: SCOTT CARLE  
 3800 GRO-PEG LANE  
 WAKE FOREST, NC 27587

REVISIONS	DATE	DESCRIPTION

ESSEX PLACE SOUTH - SINGLE FAMILY  
 CONSTRUCTION DRAWINGS  
 FRANKLINTON, NC  
 OVERALL SITE PLAN



PROJECT NO: ...  
 DESIGN BY: JPE/MDS  
 DRAWN BY: MDS  
 SCALE: 1"=100"  
 DATE: 2019-12-23  
 SHEET NO: **C2.0**



**FRANKLIN COUNTY PUBLIC UTILITIES  
Water and Sewer Allocation Application**

<i>For Office Use Only Form Received</i>	
	Date
	Time

**Complete all appropriate items and return to:**

*Franklin County Public Utilities*  
**ALLOCATION REQUEST**  
1630 US #1 Highway  
Youngsville, NC 27596  
cdoherty@franklincountync.us

*Project Name:* Wiggins Townhomes – Phase 2

*Type of Request:*     *Initial*             *12-Month Extension*     *Modification*             *Additional Allocation*

**PROPERTY OWNER INFORMATION**

*Name(s)*                      Wiggins Towns, LLC

---

*Address*                        PO Box 610

---

                                      Youngsville, NC 27596

---

*Telephone*                    (Area Code.) Phone #

---

*E-Mail*                         Email

---

**ENGINEER INFORMATION**

*Engineering Firm*          FLM Engineering, Inc.

---

*Contact*                        Christopher Lewis

---

*Address*                         PO Box 91727

---

                                      Raleigh, NC 27675

---

*Telephone*                    (919) 802-7146

---

*E-Mail*                         clewis@flmengineering.com

---

**PROJECT INFORMATION**

*Property PIN #*                1863-13-2943

---

*Parcel ID #*                    044686

---

*Brief Description of Project*      Multi-family townhome subdivision with 60-units. The first phases consisted of which 48-units and has already received public water and sewer allocation. This request is for second and final phase, and will consist of the remaining 12-units. Public water is available from within the townhome subdivision itself.



**FRANKLIN COUNTY PUBLIC UTILITIES  
Water and Sewer Allocation Application**

**PROJECT SCHEDULE**

*Project Schedule*    **Recordation of second and final phase by December 31, 2020**

**PROJECT TYPE**

*Residential*     Single Family     Multi Family  
# of Lots: # of Lots    # of Units: 12

*Non-Residential*   

Type of Development    Non Res Type

---

# of Seats    # of Seats    If Food Service Type

---

# of Employees    # of Employees    If Office Type

---

Sq. Ft. of Building    Sq. Ft. of Building    If Warehouse or Retail

	# of Lots/Units	G.P.D. per Lot/Unit	Requested GPD Amount
Residential SF Water Only	# of Lots	<b>172</b>	G.P.D.
Residential SF Sewer Only	# of Lots	<b>250</b>	G.P.D.
Residential MF Water Only	12	<b>172</b>	2,064 GPD
Residential MF Sewer Only	12	<b>250</b>	3,000 GPD
<b>TOTAL ALLOCATION REQUEST</b>			5,064 GPD
Non-Residential	Please attach calculation documentation		

**PLANNING BOARD APPROVAL**

YES     NO

*Planning Board Meeting Date*

October 23, 2017

Franklin County

*PROPERTY OWNER*

*ENGINEER*

Higgins downs LLC    2/27/20  
Printed Name    Date

Printed Name    Date

*[Signature]*  
Signature

Signature

Please send completed application with required attachments to the Franklin County Public Utilities Office via US Mail, courier or email. Incomplete applications will not be considered. Incomplete applications are ones that do not have all information filled out and missing attachments. If any additional information is required, Franklin County Public Utilities will contact the applicant and/or engineer.

Christopher Lewis, PE  
10/27/2020



# FRANKLIN COUNTY PUBLIC UTILITIES Water and Sewer Allocation Application

## FOR FRANKLIN COUNTY PUBLIC UTILITIES STAFF USE ONLY

Log in receipt of Allocation Application on page one of the application.

YES	NO	Description
_____	_____	Is the proposed project located within the incorporated limits of a Town/City served by the Public Utilities?
_____	_____	Is the proposed project adjacent to existing Franklin County Public Utilities infrastructure?
_____	_____	Is the proposed project outside of a Water Supply Watershed as identified on the County's Official Zoning Map?
_____	_____	Does the proposed project require the construction of a new sewage lift station(s)?
_____	_____	Is the proposed project an additional phase of an existing project?

Please list any other specific requirements or conditions as required by the Water & Sewer Allocation Ordinance, Water and Sewer Ordinance, and the Unified Development Ordinance. (attach additional pages as necessary)

-----  
**Reviewer** \_\_\_\_\_ **Date** \_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

Utility Advisory Meeting Date \_\_\_\_\_

Approved by Utility Advisory Committee **YES** **NO**

County Commission Meeting Date \_\_\_\_\_

Approved by County Commission **YES** **NO**





FRANKLIN COUNTY PUBLIC UTILITIES
Water and Sewer Allocation Application

For Office Use Only
Form Received
Date
Time

Complete all appropriate items and return to:

Franklin County Public Utilities
ALLOCATION REQUEST
1630 US #1 Highway
Youngsville, NC 27596
cdoherty@franklincountync.us

Project Name: Golden Ridge Subdivision

Type of Request: [x] Initial [ ] 12-Month Extension [ ] Modification [ ] Additional Allocation

PROPERTY OWNER INFORMATION

Name(s) JAMES D GOLDSTON JR NO 3 LLC THE
Address 13100 Old Creedmoor Road
Raleigh, NC 27613
Telephone (919) 847-5178
E-Mail N/A

ENGINEER INFORMATION

Engineering Firm FLM Engineering, Inc.
Contact Jon Frazier
Address PO Box 91727
Raleigh, NC 27675
Telephone (919) 610-1051
E-Mail jfrazier@flmengineering.com

PROJECT INFORMATION

Property PIN # 1873-01-9501
Parcel ID # 029452
Brief Description of Project Single-family residential subdivision with 77-lots of which 50 lots are being requested for public water and sewer allocation as a first phase. Public water is available adjacent to the site in Mays Crossroad Road and public sewer will be accessed via offsite easements to public sewer along Hill Road. All offsite sewer easements have been obtained. The sewer extension will not only aid this project, but it will provide an important first step in extending sewer to serve the basin in this area, which will in turn provide the opportunity to increase the county's tax base with possibilities of new residential development.



# FRANKLIN COUNTY PUBLIC UTILITIES Water and Sewer Allocation Application

## PROJECT SCHEDULE

*Project Schedule*    **Recordation of first phase by December 31, 2022**

### PROJECT TYPE

*Residential*     Single Family     Multi Family

# of Lots: 50    # of Units: # of Units

*Non-Residential*   

Type of Development    Non Res Type

# of Seats    # of Seats    If Food Service Type

# of Employees    # of Employees    If Office Type

Sq. Ft. of Building    Sq. Ft. of Building    If Warehouse or Retail

### PROJECT WORKSHEET FOR ALLOCATION

	# of Lots/Units	G.P.D. per Lot/Unit	Requested GPD Amount
Residential SF Water Only	50	172	8,600 GPD
Residential SF Sewer Only	50	250	12,500 GPD
Residential MF Water Only	# of Units	172	G.P.D.
Residential MF Sewer Only	# of Units	250	G.P.D.
<b>TOTAL ALLOCATION REQUEST</b>			<b>21,100 GPD</b>
Non-Residential	Please attach calculation documentation		

### PLANNING BOARD APPROVAL

YES     NO

*Planning Board Meeting Date*

June 9, 2020

Franklin County

*PROPERTY OWNER*

*ENGINEER*

DAVID GYONS  
Printed Name    Date

\_\_\_\_\_  
Printed Name    Date

[Signature]  
Signature

\_\_\_\_\_  
Signature

Please send completed application with required attachments to the Franklin County Public Utilities Office via US Mail, courier or email. Incomplete applications will not be considered. Incomplete applications are ones that do not have all information filled out and missing attachments. If any additional information is required, Franklin County Public Utilities will contact the applicant and/or engineer.



**FRANKLIN COUNTY PUBLIC UTILITIES  
Water and Sewer Allocation Application**

**FOR FRANKLIN COUNTY PUBLIC UTILITIES STAFF USE ONLY**

Log in receipt of Allocation Application on page one of the application.

YES	NO	Description
_____	_____	Is the proposed project located within the incorporated limits of a Town/City served by the Public Utilities?
_____	_____	Is the proposed project adjacent to existing Franklin County Public Utilities infrastructure?
_____	_____	Is the proposed project outside of a Water Supply Watershed as identified on the County's Official Zoning Map?
_____	_____	Does the proposed project require the construction of a new sewage lift station(s)?
_____	_____	Is the proposed project an additional phase of an existing project?

Please list any other specific requirements or conditions as required by the Water & Sewer Allocation Ordinance, Water and Sewer Ordinance, and the Unified Development Ordinance. (attach additional pages as necessary)

-----  
**Reviewer** \_\_\_\_\_ **Date** \_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

Utility Advisory Meeting Date \_\_\_\_\_

Approved by Utility Advisory Committee **YES NO**

County Commission Meeting Date \_\_\_\_\_

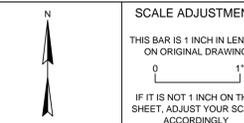
Approved by County Commission **YES NO**

### REVISION HISTORY

REV #	DESCRIPTION	DATE	BY
1	FRANKLIN CO COMMENTS	10/30/2017	FLM

ORIGINAL PLAN SIZE: 24" X 36"

**PRELIMINARY PLANS**  
DO NOT USE FOR CONSTRUCTION



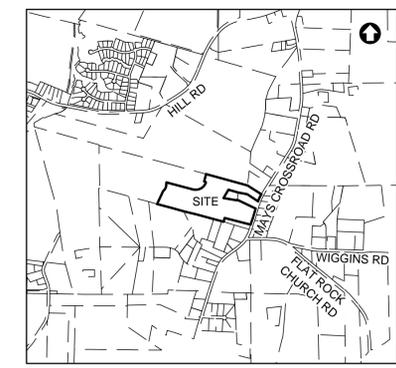
**GOLDEN RIDGE SUBDIVISION**  
MAYS CROSSROAD ROAD  
FRANKLIN COUNTY, NC

DATE:	10-02-2017
SCALE:	AS SHOWN
DESIGNED BY:	FLM
APPROVED BY:	
PROJECT NO.:	17062

PRELIMINARY PLAN

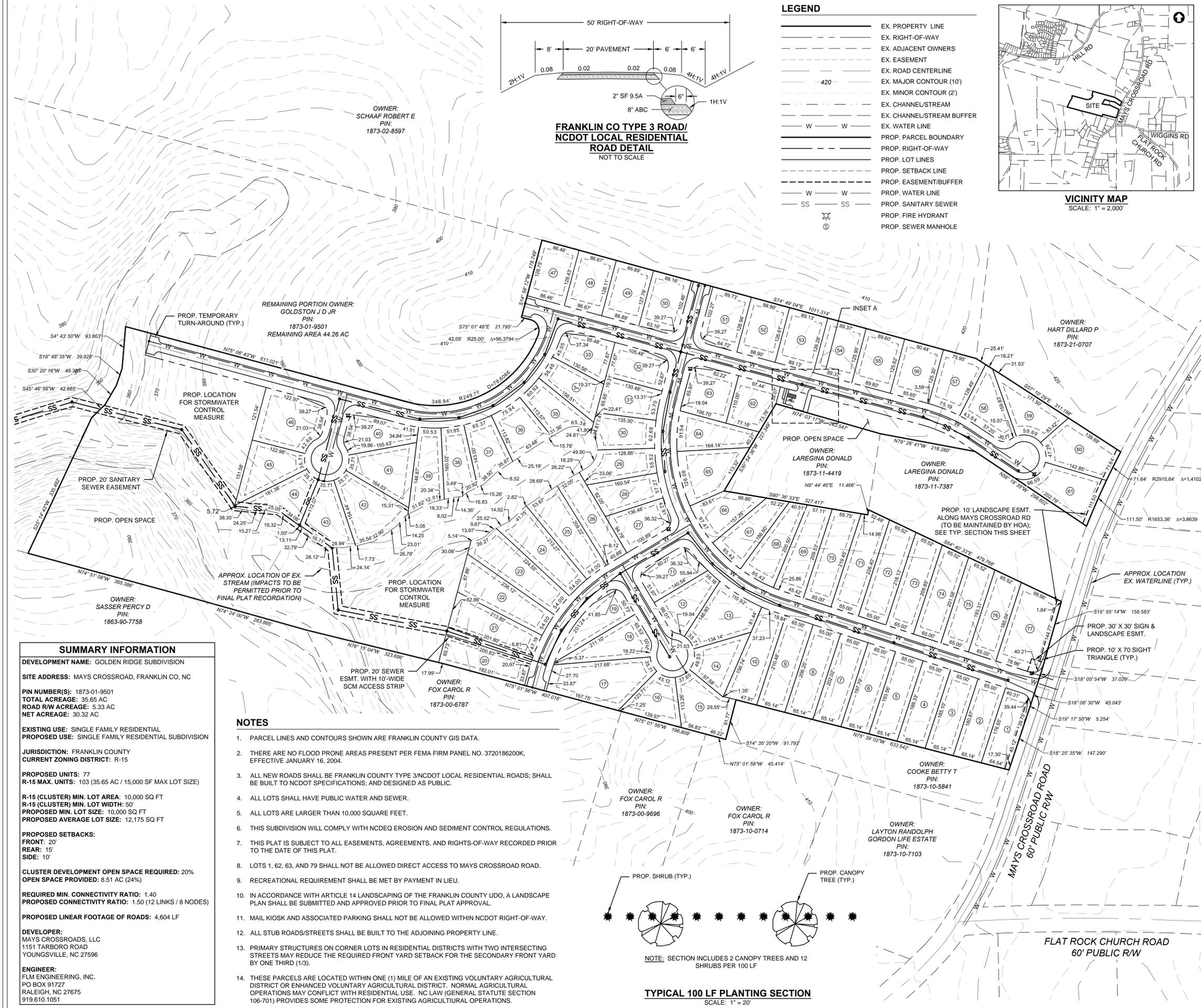
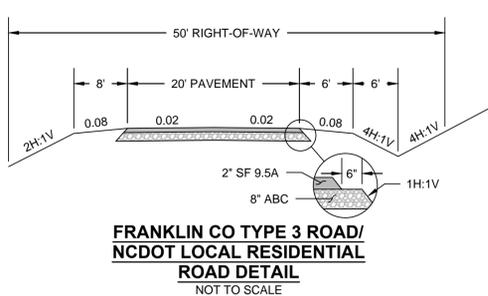
**C-1**  
SHEET 1 OF 1

LOT NO.	SQUARE FEET	ACRES
1	11,205	0.26
2	11,619	0.27
3	11,894	0.27
4	12,169	0.28
5	12,444	0.29
6	12,719	0.29
7	12,994	0.30
8	13,269	0.30
9	13,544	0.31
10	14,317	0.33
11	10,000	0.23
12	10,333	0.24
13	14,057	0.32
14	10,000	0.23
15	13,355	0.31
16	10,000	0.23
17	19,522	0.45
18	11,734	0.27
19	10,800	0.25
20	12,027	0.28
21	14,058	0.32
22	15,558	0.36
23	16,509	0.38
24	14,745	0.34
25	14,344	0.33
26	11,781	0.27
27	10,121	0.23
28	10,000	0.23
29	10,000	0.23
30	10,000	0.23
31	10,000	0.23
32	10,000	0.23
33	10,000	0.23
34	10,000	0.23
35	10,000	0.23
36	10,000	0.23
37	10,000	0.23
38	10,000	0.23
39	11,379	0.26
40	10,637	0.24
41	13,509	0.31
42	15,383	0.35
43	12,009	0.28
44	10,564	0.24
45	12,217	0.28
46	16,918	0.39
47	11,118	0.26
48	11,118	0.26
49	11,118	0.26
50	11,118	0.26
51	11,270	0.26
52	11,270	0.26
53	11,270	0.26
54	11,270	0.26
55	11,270	0.26
56	11,270	0.26
57	11,270	0.26
58	11,081	0.25
59	11,546	0.27
60	14,323	0.33
61	13,447	0.31
62	10,000	0.23
63	11,656	0.27
64	11,169	0.26
65	13,338	0.31
66	10,000	0.23
67	11,144	0.26
68	11,997	0.28
69	13,071	0.30
70	13,942	0.32
71	14,801	0.34
72	14,447	0.33
73	13,909	0.32
74	13,372	0.31
75	12,834	0.29
76	12,296	0.28
77	18,042	0.41



### LEGEND

- EX. PROPERTY LINE
- EX. RIGHT-OF-WAY
- EX. ADJACENT OWNERS
- EX. EASEMENT
- EX. ROAD CENTERLINE
- EX. MAJOR CONTOUR (10')
- EX. MINOR CONTOUR (2')
- EX. CHANNEL/STREAM
- EX. CHANNEL/STREAM BUFFER
- EX. WATER LINE
- PROP. PARCEL BOUNDARY
- PROP. RIGHT-OF-WAY
- PROP. LOT LINES
- PROP. SETBACK LINE
- PROP. EASEMENT/BUFFER
- PROP. WATER LINE
- PROP. SANITARY SEWER
- PROP. FIRE HYDRANT
- PROP. SEWER MANHOLE



### SUMMARY INFORMATION

**DEVELOPMENT NAME:** GOLDEN RIDGE SUBDIVISION  
**SITE ADDRESS:** MAYS CROSSROAD, FRANKLIN CO, NC  
**PIN NUMBER(S):** 1873-01-9501  
**TOTAL ACREAGE:** 35.65 AC  
**ROAD R/W ACREAGE:** 5.33 AC  
**NET ACREAGE:** 30.32 AC

**EXISTING USE:** SINGLE FAMILY RESIDENTIAL  
**PROPOSED USE:** SINGLE FAMILY RESIDENTIAL SUBDIVISION

**JURISDICTION:** FRANKLIN COUNTY  
**CURRENT ZONING DISTRICT:** R-15

**PROPOSED UNITS:** 77  
**R-15 MAX. UNITS:** 103 (35.65 AC / 15,000 SF MAX LOT SIZE)

**R-15 (CLUSTER) MIN. LOT AREA:** 10,000 SQ FT  
**R-15 (CLUSTER) MIN. LOT WIDTH:** 50'  
**PROPOSED MIN. LOT SIZE:** 10,000 SQ FT  
**PROPOSED AVERAGE LOT SIZE:** 12,175 SQ FT

**PROPOSED SETBACKS:**  
**FRONT:** 20'  
**REAR:** 15'  
**SIDE:** 10'

**CLUSTER DEVELOPMENT OPEN SPACE REQUIRED:** 20%  
**OPEN SPACE PROVIDED:** 8.51 AC (24%)

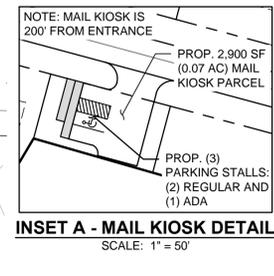
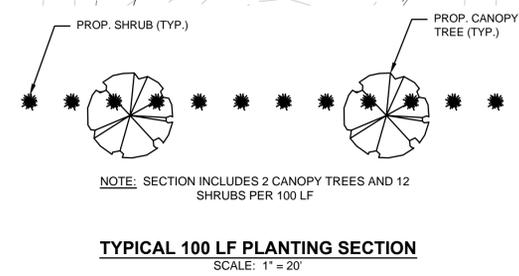
**REQUIRED MIN. CONNECTIVITY RATIO:** 1.40  
**PROPOSED CONNECTIVITY RATIO:** 1.50 (12 LINKS / 8 NODES)

**PROPOSED LINEAR FOOTAGE OF ROADS:** 4,604 LF

**DEVELOPER:**  
MAYS CROSSROADS, LLC  
1151 TARBORO ROAD  
YOUNGSVILLE, NC 27596

**ENGINEER:**  
FLM ENGINEERING, INC.  
PO BOX 91727  
RALEIGH, NC 27675  
919.610.1051

- ### NOTES
- PARCEL LINES AND CONTOURS SHOWN ARE FRANKLIN COUNTY GIS DATA.
  - THERE ARE NO FLOOD PRONE AREAS PRESENT PER FEMA FIRM PANEL NO. 3720186200K, EFFECTIVE JANUARY 16, 2004.
  - ALL NEW ROADS SHALL BE FRANKLIN COUNTY TYPE 3/NCDOT LOCAL RESIDENTIAL ROADS; SHALL BE BUILT TO NCDOT SPECIFICATIONS; AND DESIGNED AS PUBLIC.
  - ALL LOTS SHALL HAVE PUBLIC WATER AND SEWER.
  - ALL LOTS ARE LARGER THAN 10,000 SQUARE FEET.
  - THIS SUBDIVISION WILL COMPLY WITH NCDCE EROSION AND SEDIMENT CONTROL REGULATIONS.
  - THIS PLAT IS SUBJECT TO ALL EASEMENTS, AGREEMENTS, AND RIGHTS-OF-WAY RECORDED PRIOR TO THE DATE OF THIS PLAT.
  - LOTS 1, 62, 63, AND 79 SHALL NOT BE ALLOWED DIRECT ACCESS TO MAYS CROSSROAD ROAD.
  - RECREATIONAL REQUIREMENT SHALL BE MET BY PAYMENT IN LIEU.
  - IN ACCORDANCE WITH ARTICLE 14 LANDSCAPING OF THE FRANKLIN COUNTY UDO, A LANDSCAPE PLAN SHALL BE SUBMITTED AND APPROVED PRIOR TO FINAL PLAT APPROVAL.
  - MAIL KIOSK AND ASSOCIATED PARKING SHALL NOT BE ALLOWED WITHIN NCDOT RIGHT-OF-WAY.
  - ALL STUB ROADS/STREETS SHALL BE BUILT TO THE ADJOINING PROPERTY LINE.
  - PRIMARY STRUCTURES ON CORNER LOTS IN RESIDENTIAL DISTRICTS WITH TWO INTERSECTING STREETS MAY REDUCE THE REQUIRED FRONT YARD SETBACK FOR THE SECONDARY FRONT YARD BY ONE THIRD (1/3).
  - THESE PARCELS ARE LOCATED WITHIN ONE (1) MILE OF AN EXISTING VOLUNTARY AGRICULTURAL DISTRICT OR ENHANCED VOLUNTARY AGRICULTURAL DISTRICT. NORMAL AGRICULTURAL OPERATIONS MAY CONFLICT WITH RESIDENTIAL USE. NC LAW (GENERAL STATUTE SECTION 106-701) PROVIDES SOME PROTECTION FOR EXISTING AGRICULTURAL OPERATIONS.





**Public Utilities**  
1630 US #1 Hwy  
Youngsville, NC 27596  
Phone: 919.556.6177  
Fax: 919.556.6709  
[www.franklincountync.us](http://www.franklincountync.us)

**TO:** Utility Advisory Committee  
**FROM:** Christopher Doherty, Public Utilities Director  
**DATE:** September 28, 2020  
**SUBJECT:** Timberlake Preserve Sub-Division (Preddy Tract)

---

The developers (LGI Homes) for Timberlake Preserve is requesting an extension of their allocation to December 2021. Timberlake Preserve already received an extension by the UAC on August 29, 2019 and approved by the commission on September 16, 2019. According to the Water and Sewer Allocation Ordinance, sub-divisions are allowed only one extension or the allocation will be forfeited. The reason for the request is the length of time CSX Railroad took to award the easement under the tracks for the sewer main. According to the developers, a new deadline of December 2021 could be met. It is staff's recommendation to approve the request with the caveat that if the project is not recorded by December 31, 2021, allocation will be forfeited and the developer will have to re-apply for allocation.

## Chris Doherty

---

**From:** Josh Spiegel <josh.spiegel@lgihomes.com>  
**Sent:** Thursday, August 20, 2020 13:25  
**To:** Chris Doherty  
**Cc:** Drew Kirchner  
**Subject:** Timberlake Extension - UAC Meeting Variance

**Importance:** High

Chris. Thank you very much for your call today. Our Timberlake Subdivision as you know was heavily delayed through railway conversation and approvals. LGI would like to request that our expiration of allocation in December 2020 be extended until December 2021. We feel this variance request will fit within our schedule for future development.

Do we need to have our engineer of record submit a formal request for extension or will this email work as such?

### Josh Spiegel

VP of Land Development  
LGI Homes | Raleigh Corporate  
980-722-0391  
[Josh.Spiegel@lgihomes.com](mailto:Josh.Spiegel@lgihomes.com)

**Physical Address:**  
LGI Homes – NC, LLC  
6500 Creedmoor Rd.  
Suite 212  
Raleigh, NC 27613



Franklin County Commissioner’s Agenda Information Sheet

Requested Meeting Date: October 19, 2020

# of attachment (s) \_\_\_\_\_

Item Title (as it should appear on the agenda): Pilot Lions Park - Parking Lot Project

Initiated by (Name, Job Title): Oliver Greene, Parks & Recreation Director

Board action proposed: Approve Contract with Calvin Ray Paving Contractor, Inc. and Fund Project with Rec-In-Lieu Monies

Is this a consent agenda item?  Yes  No

Is a public hearing needed?  Yes  No

Has this item been reviewed by the appropriate staff? Please check all that apply.

County Manager

County Attorney

Finance Director

Summary of Request:

Oliver Greene, Parks and Recreation Director, will make a presentation concerning a Parking Lot upgrade at Pilot Lions Park in Pilot, NC. Franklin County Parks and Recreation (FCPR) requested quotes from several vendors for the Pilot Lions Park- Parking Lot project, however only one response was submitted by Calvin Ray Paving Contractor Inc. Calvin Ray Paving submitted a proposal in the amount of \$117,787 to install a gravel parking lot and driveway as well as a walking trailing from the parking lot to connect to the existing walkway. The Construction Drawings were prepared by Alfred Benesch and Company and appropriate permits have been obtained. If approved, anticipated completion of the project will be before the end of the calendar year.

FCPR asks the Board to consider awarding the contract to Calvin Ray Paving Contractor Inc. in the amount of \$117,787 and funding the project with monies from the Rec-In-Lieu Funds currently on hand.

FOR OFFICE USE ONLY:

APPROVED

DENIED

ACTION: \_\_\_\_\_ DATE: \_\_\_\_\_

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

Franklin County Commissioner’s Agenda Information Sheet

Requested Meeting Date: October 19, 2020

# of attachment (s) \_\_\_\_\_

Item Title (as it should appear on the agenda): New Emergency Communications/PSAP Building Update

Initiated by (Name, Job Title): Christy Shearin, 911 Director

Board action proposed: None

Is this a consent agenda item?  Yes  No

Is a public hearing needed?  Yes  No

Has this item been reviewed by the appropriate staff? Please check all that apply.

County Manager

County Attorney

Finance Director

Summary of Request: Director Christy Shearin will introduce David Schrader of SCHRADERGROUP Architecture & Design who will provide an update regarding the design of the New Emergency Communications (PSAP) Building funded primarily through a grant award of \$3,958,873 from the NC 911 Board.

FOR OFFICE USE ONLY:

APPROVED

DENIED

ACTION: \_\_\_\_\_ DATE: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Franklin County Commissioner’s Agenda Information Sheet

Requested Meeting Date: October 19, 2020

# of attachment (s) \_\_\_\_\_

Item Title (as it should appear on the agenda): 911 Educational Partnership

Initiated by (Name, Job Title): Christy Shearin, 911 Director

Board action proposed: None

Is this a consent agenda item?  Yes  No

Is a public hearing needed?  Yes  No

Has this item been reviewed by the appropriate staff? Please check all that apply.

County Manager                       County Attorney                       Finance Director

Summary of Request: Assistant Director, Heather Joyner will provide an update on the educational partnership with LAPSEN regarding the high school 911 Basic Telecommunicator Certification program, which began this school year in high school’s across the state of North Carolina.

**FOR OFFICE USE ONLY:**

APPROVED

DENIED

ACTION: \_\_\_\_\_ DATE: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

# BENJAMIN S. RUPERT

320 Paddy Lane, Youngsville, NC 27596

brupert@gmail.com / (910) 381-1848

## PROFILE

---

- Project and construction management skills
- Results driven
- Mechanically inclined
- Budget minded
- Technical and analytical problem solver
- Goal oriented
- Strong communication, management and interpersonal skills

## PROFESSIONAL EXPERIENCE

---

### Faulconer Construction Company, Cary, NC

April 2018 – Present

#### Estimator/Business Development

- Developed relationships with clients, owners and other trade contractors to feed the pipeline for future growth
- Implemented, analyzed and modified construction crews to reflect the need for different equipment and crews
- Executed production studies with excavators, backhoes, bulldozers, loaders and trucking in order to ensure production is maximized and operations run smoothly
- Directed & advised subcontractors to ensure their quotes did not contain scope gaps, job durations and construction means and methods
- Managed a team that executed earthwork and material take off for projects from 1 Million to 150 Million dollars
- Networked and collaborated with professionals, subcontractors and manufacturing representatives to provide complete and accurate bids

### Thalle Construction Company, Hillsborough, NC

May 2016 – April 2018

#### Junior Estimator/Engineering Services

- Reviewed and analyzed construction design documents and specifications to deliver a comprehensive and detailed construction estimate for production times, resource allocation, materials, equipment utilization and labor required to complete various construction projects
- Organized, quantified and qualified bids received from subcontractors
- Responsible for business development and expanding core competencies
- Performed HCSS Bid Item input, crew and equipment entry

### Edens Land, Durham, NC

November 2014 – May 2016

#### Project Engineer

- Performed due diligence for candidate sites such zoning, utility allocation, protected areas
- Provided field support to contractors to ensure utilities, grading and drainage meet requirements
- Managed a diverse group of engineers that implemented all aspects of residential and commercial land development projects

### FDH Engineering, Inc., Raleigh, NC

April 2013 – November 2014

#### Project Engineer / Civil Engineering Group

- Designed, implemented and managed rehabilitation of rural access road and grading of eroded & raw land sites
- Contacted contractors, surveyors and construction material suppliers
- Prepared bid documents, technical specifications and review bids from contractors
- Fulfilled QA/QC and post construction inspections

### Service Technician

April 2005 – September 2011

### Honda of Concord, Concord, NC

## EDUCATION & CERTIFICATES

---

B.S., Civil Engineering, University of North Carolina Charlotte, 2012

Automotive Diagnosis and Repair, Universal Technical Institute, 2005