



MOORE COUNTY BOARD OF COMMISSIONERS

TUESDAY, JULY 19, 2016

REGULAR MEETING

CALL TO ORDER

4:30 P.M. – CLOSED SESSION – *pursuant to N.C.G.S. 143-318.11(a)(3)*

5:30 P.M. – INVOCATION – *Percy Flowers, Red Branch Baptist Church*

PLEDGE OF ALLEGIANCE – *Terri Prots, Department of Aging Director*

CHAIRMAN – *Does any Commissioner have a conflict of interest concerning agenda items the Board will address in this meeting?*

I. PUBLIC COMMENT PERIOD (*Procedures are attached*)

II. ADDITIONAL AGENDA

III. RECOGNITIONS

IV. PRESENTATIONS

V. APPROVAL OF CONSENT AGENDA

All items listed below are considered routine and will be enacted by one motion. No separate discussion will be held except on request of a member of the Board of Commissioners.

- A. Minutes: June 21, 2016 Regular Meeting and Closed Session
- B. Budget Amendments
- C. Digital Learning Invoices
- D. Tax Releases and Refunds – June 2016
- E. Revisions to Voluntary Agricultural District Ordinance
- F. Revisions to Bylaws for Local Emergency Planning Committee
- G. Homeland Security Grant Program MOU for Communications Trailer Upgrade
- H. Vac Truck Contract

VI. PUBLIC HEARINGS

- A. Call to Public Hearing/Legal – Economic Development Incentive Agreement with Reliance Packaging, LLC (*Misty Leland*)
- B. Public Hearing/Planning – Conditional Use Permit Request: Pinesage – Solar Collector Facility – continued from June 19, 2016 (*Debra Ensminger*)

VII. OLD BUSINESS

VIII. NEW BUSINESS

- A. Planning – Acceptance of \$100,000 Urgent Repair Program Grant (*Debra Ensminger*)
- B. Planning – Approval of Building Inspection Services Interlocal Agreements (*Debra Ensminger*)
- C. Planning – Approval of FY 16-17 Community Transportation Program Grant (*Debra Ensminger*)
- D. Planning – Approval of Memorandum of Understanding Between Moore County Transportation Services and Department of Aging (*Debra Ensminger*)
- E. Social Services – Approval of Memorandum of Understanding with Moore County Transportation Services (*John Benton*)
- F. Social Services – Approval of Contract with Sandhills Transportation (*John Benton*)
- G. Social Services – Approval of Contract with Right Transportation, Inc. (*John Benton*)
- H. Sheriff – Approval of Contract Amendment for Inmate Food Services (*Bill Flint*)
- I. Tax – Approval of Settlement Reports for FY 2015-2016 (*Gary Briggs*)
- J. Tax – Charge of FY 2016-2017 Tax Levy (*Gary Briggs*)
- K. Public Works – Approval of Service Contract for Bio-Solids Tipping (*Randy Gould*)
- L. Public Works – Approval of Transfer of Former Seven Lakes Well Site #12 Back to Landowner (*Randy Gould*)
- M. Public Safety – Approval of EMS Management and Consultants Contract Amendment (*Bryan Phillips*)
- N. Public Safety – Approval of Purchase Under FY15 Homeland Security Grant Program (*Bryan Phillips*)
- O. Public Safety – Approval of Richmond County Mutual Aid and Assistance Agreement (*Bryan Phillips*)
- P. Public Safety – Approval of Statewide Mutual Aid and Assistance Agreement (*Bryan Phillips*)
- Q. Administration – Adoption of Resolution Amending Annual Funding Formula for Sandhills Community College (*Wayne Vest*)
- R. Administration – Consideration of Solid Waste Ordinance Revisions (*Wayne Vest*)

- S. Administration – Adoption of Resolution Concerning the Levy of a ¼ Cent County Sales and Use Tax (*Wayne Vest*)

IX. APPOINTMENTS

- A. Town of Carthage Planning Board ETJ Member
B. NCACC Annual Conference Voting Delegate
C. Board of Health
D. Voluntary Agricultural District Board

X. ADDITIONAL AGENDA

XI. MANAGER’S REPORT

XII. COMMISSIONERS’ COMMENTS

ADJOURNMENT

COMMISSIONERS’ UPCOMING MEETINGS/EVENTS:

- **DSS Board**, Wednesday, July 20, 3:00pm (Graham)
- **Library Board**, Wednesday, July 20, 3:30pm (Daeke)
- **Pre-agenda Mtg.**, Wednesday, July 27, 9:00am (Saunders & Picerno)
- **CVB Board**, Thursday, July 28, 4:00pm (Saunders)
- **Animal Operations**, Thursday, July 28, 6:00pm (Picerno)
- **Recreation Advisory Board**, Monday, August 1, 12:00pm (Saunders)
- **JCPC**, Tuesday, August 2, 8:30am (Graham)
- **Regular Meeting**, Tuesday, August 2, closed session 4:30pm, open session 5:30pm
- **Sandhills Center Board**, Tuesday, August 9, 7:00pm (Ritter)
- **Pre-agenda Mtg.**, Wednesday, August 10, 9:00am (Daeke & Picerno)
- **Drug Free Moore County**, Thursday, August 11, 8:30am (Ritter)
- **Local Emergency Planning**, Thursday, August 11, 11:00am (Ritter)
- **Fire Commission**, Thursday, August 11, 6:00pm (Ritter)
- **Regular Meeting**, Tuesday, August 16, closed session 4:30pm, open session 5:30pm
- **DSS Board**, Wednesday, August 17, 3:00pm (Graham)
- **Aging Advisory Council**, Tuesday, August 23, 8:30am (Saunders)

PUBLIC COMMENT PROCEDURES
MOORE COUNTY BOARD OF COMMISSIONERS

The Moore County Board of Commissioners is committed to allowing members of the public an opportunity to offer comments and suggestions for the efficient and effective administration of government. In addition to public hearings, a special time is set aside for the purpose of receiving such comments and suggestions. All comments and suggestions addressed to the Board during the Public Comment Period shall be subject to the following procedures:

- 1. The Public Comment period will be held at the beginning of the Board meeting. The comment period will be limited to a maximum of thirty minutes.*
- 2. Persons who wish to address the Board during the Public Comment Period will register on a sign-up sheet available on the table outside the entrance door to the Commissioners' Meeting Room indicating contact information and topic. Sign-up sheets will be available beginning 30 minutes before the start of the meeting. No one will be allowed to have his/her name placed on the list by telephone request to County Staff.*
- 3. Each person signed up to speak will have three (3) minutes to make his/her remarks. Each person signed up to speak will only be entitled to the time allotted to each speaker and one additional time period which may be yielded to him/her by another individual who has also signed up to speak on a particular topic.*
- 4. Speakers will be acknowledged by the Board Chairperson in the order in which their names appear on the sign-up sheet. Speakers will address the Board from the lectern at the front of the room and begin their remarks by stating their name and address.*
- 5. Public comment is not intended to require the Board to answer any impromptu questions. However, Board members may, in their discretion and after being recognized by the Board Chairperson, respond to speakers' comments. Any response by a commissioner to a speaker during the public comment period does not open discussion between the commissioner and speaker. Speakers will address all comments to the Board as a whole and not one individual commissioner. Discussions between speakers and members of the audience will not be allowed.*
- 6. Speakers will be courteous in their language and presentation. Matters or comments which are harmful, discriminatory or embarrassing to any citizens, official or employee of Moore County shall not be allowed. Speaker must be respectful and courteous in their remarks and must refrain from personal attacks and the use of profanity.*
- 7. Only one speaker will be acknowledged at a time. If the time period runs out before all persons who have signed up get to speak, those names will be carried over to the next Public Comment Period.*
- 8. Any applause will be held until the end of the Public Comment Period.*
- 9. Speakers who have prepared written remarks or supporting documents are encouraged to leave a copy of such remarks and documents with the Clerk to the Board.*
- 10. Speakers shall not discuss any of the following: matters which concern the candidacy of any person seeking public office, including the candidacy of the person addressing the Board; matters which are closed session matters, including but not limited to matters within the attorney-client privilege, anticipated or pending litigation, personnel, property acquisition, matters which are made confidential by law; matters which are the subject of public hearings.*
- 11. Information sheets outlining the process for the public's participation in Board meetings will also be available in the rear of the Commissioner's Meeting Room.*
- 12. Action on items brought up during the Public Comment Period will be at the discretion of the Board.*

Adopted on the 5th day of March 2007 by a 5 to 0 vote of the Moore County Board of Commissioners.

Revised on the 7th day of April 2015.

V.A.
7/19/2016



MOORE COUNTY BOARD OF COMMISSIONERS

TUESDAY, JUNE 21, 2016

REGULAR MEETING

The Moore County Board of Commissioners met for a Regular Meeting at 4:30 p.m., Tuesday, June 21, 2016 in the Commissioners' Meeting Room on the second floor of the Historic Courthouse in Carthage, North Carolina.

Commissioners Present: Chairman Nick Picerno, Vice Chairman Randy Saunders, Jerry Daeke, Catherine Graham, Otis Ritter

Commissioners Absent: None

Chairman Picerno called the meeting to order at 4:30 p.m.

CLOSED SESSION

Upon motion made by Vice Chairman Saunders, seconded by Commissioner Graham, the Board voted 5-0 to enter into closed session pursuant to N.C.G.S. 143-318.11(a)(3) and (a)(6).

OPEN SESSION

At 5:30 p.m., the Board continued the meeting in open session. Chairman Picerno announced that the Board had voted in closed session to increase the salary of Register of Deeds Judy Martin by \$3,500.

County Manager Wayne Vest provided the invocation and Animal Operations Director Brenda Sears led the Pledge of Allegiance.

The Chairman asked whether any commissioner had a conflict of interest concerning agenda items the Board would discuss during the meeting and no conflicts were stated.

PUBLIC COMMENT PERIOD

Ms. Maureen Burke-Horansky discussed Animal Operations issues.

CONSENT AGENDA

Upon motion made by Vice Chairman Saunders, seconded by Commissioner Graham, the Board voted 5-0 to approve the following consent agenda items:

Minutes: June 7, 2016 Regular Meeting
Budget Amendments
Bad Debt Write-Off
2013 Water Sources Project Ordinance Revision # 3
Tax Releases/Refunds – May 2016

The budget amendments, water sources project ordinance revision, and tax releases/refunds resolutions are hereby incorporated as a part of these minutes by attachment as Appendices A, B, and C, respectively.

PUBLIC HEARINGS

Public Hearing/Planning – Conditional Use Permit Request: Pinesage – Solar Collector Facility

Chairman Picerno reviewed that the hearing on this request by Pinesage Solar Farm, LLC for a conditional use permit for the use of a solar collector facility was judicial in nature and would be conducted in accordance with special due process safeguards and he discussed information on the process. Those wishing to testify in the matter were called upon to be sworn in by the Clerk and the following were administered the oath: Debra Ensminger, Brian Quinlan, Angus McDonald, Katherine Ross, Tommy Cleveland, Rich Kirkland, and Merrick Parrott. (See sign-in sheet in latter referenced Appendix D for addresses.)

Chairman Picerno discussed prior exposure to evidence and possible Board conflicts and there was none. Chairman Picerno then further explained the proceedings and opened the public hearing. The speakers were:

- Debra Ensminger, Moore County Planning Director, reviewed detail of information regarding this request as submitted in her staff report to the Board.
- Katherine Ross, attorney with Parker, Poe, Adams, and Bernstein, (representing Pinesage Solar in this matter), discussed information regarding those who would be speaking in support of the request and submitted for the record the developer's presentation to the Board as well as affidavits by witnesses for the developer.
- Brian Quinlan, developer for Pine Valley Solar Farm, reviewed his request.
- Thomas Cleveland, licensed engineer in the State of North Carolina, testified in support of the solar farm in regards to public health and safety issues.
- Rich Kirkland, licensed North Carolina appraiser, testified in support of the solar farm regarding the lack of impact on surrounding properties.

Discussion ensued regarding the visibility of the project along the Highway 211 corridor as well the project's proximity to Pinehurst corporate limits and to a proposed development. Property owner Angus McDonald discussed the location of the project on his property.

Regarding findings of fact, Chairman Picerno expressed his disagreement that the project would be in harmony with the area in which it would be located. Discussion followed regarding the Village of Pinehurst's position on the request. Commissioners indicated they would like to hear from the Mayor of Pinehurst on this matter. Upon motion made by Commissioner Graham, seconded by Vice Chairman Saunders, the Board voted 5-0 to continue this hearing to July 19, 2016 at 5:30 p.m.

Ms. Ross reviewed that since this was a quasi-judicial proceeding, some type of sworn evidence would be required (with regard to Mayor's position on the request, etc.) so as to avoid hearsay. She also requested clarification that the hearing was being left open and thus the applicant could further testify and submit

evidence when the hearing was continued, if so desired and Chairman Picerno so confirmed. Ms. Ross also reminded the Board that this was a quasi-judicial, not legislative decision, and the request was a permitted use through a conditional use permit. She said there had not been any testimony presented regarding how the use would not be in harmony with the area. Ms. Ross requested the County Attorney and the Board consider the requirement for substantial, competent, material evidence and the requirement to issue the permit if such was presented.

All evidence/information submitted for the record regarding this matter is hereby incorporated as a part of these minutes by attachment as Appendix D and includes: Planning Director Debra Ensminger's staff report, presentation/affidavit packet submitted by attorney Katherine Ross on behalf of the applicant and his witnesses, public hearing sign-up sheet, and audio/video recording of the proceedings and live testimony (incorporated by reference and available in the office of the Clerk to the Board on a flash drive in the 06/21/2016 hard copy meeting file, in an electronic file maintained by the Clerk, and online via the audio/video software vendor website: www.avcaptureall.com).

NEW BUSINESS

Legal:

Alternatives and Oversight for DSS Operations

Contract County Attorney Doug Gill reviewed that the Board had requested information on options for the governance of the Department of Social Services (DSS). He stated that the County currently followed the traditional way of governance, and he introduced Aimee Wall, professor with the UNC School of Government, to further discuss the County's current DSS set-up and governance alternatives. Ms. Wall reviewed this information and provided handouts regarding the same. Chairman Picerno shared the reason for having this discussion on the agenda stemmed from public comment made by a Guardian ad Litem at the Board's previous meeting. He had directed the speaker back to the DSS Board, which had the authority in the matter of concern. Chairman Picerno said he felt it important for the press/public to understand how DSS was governed and discussed this further. He indicated that he did not believe the option to consolidate, as allowed under current law, was the best fit for Moore County.

Commissioner Graham discussed how hard she and her fellow DSS Board members and the Director had worked over the last several days on the case commented on during the commissioners' last regular meeting, and she reviewed the confidential nature of the matter and how that confidentiality was important for the protection of the children of Moore County. Commissioner Graham also commended Associate County Attorney Ward Medlin and County Manager Wayne Vest for being great resources as the DSS Board worked through this issue. Commissioner Graham expressed her gratitude to Ms. Wall for her guidance. Ms. Wall said that while the confidentiality requirement may come across as a legal barrier to information, it really was the fabric of social work to protect the confidentiality of the records and let DSS do its job in caring for children and families. Vice Chairman Saunders thanked Commissioner Graham for her work on the DSS Board. He said the public likely did not realize what a difficult job it was and said in his opinion, there was not a commissioner better suited for this work than Commissioner Graham.

As Ms. Wall's expertise also included Animal Operations, Chairman Picerno asked her to comment about what counties were legally responsible for regarding animal control. Ms. Wall said there were actually very few

mandates in State law regarding counties and animal services. These mandates related to dangerous dogs and rabies. Chairman Picerno thanked Ms. Wall.

DSS:

Approval of Addendum to Contract with Northwoods Consulting Partners, Inc.

Department of Social Services Director John Benton asked the Board to approve an addendum to include five additional Compass Capture licenses under the terms of the Compass Software Support Agreement and to also increase the contract amount by \$1,200. Upon motion made by Commissioner Graham, seconded by Vice Chairman Saunders, the Board voted 5-0 to approve the addendum to the Compass Software Support Agreement to include the five additional licenses and increase the contract amount to \$36,889.

Sheriff:

Approval of Inmate Medical Plan

Major Andy Conway, Jail Administrator, requested the Board's approval of the Detention Center Facility Medical Plan for fiscal year 2017. Upon motion made by Commissioner Ritter, seconded by Commissioner Daeke, the Board voted 5-0 to approve the adoption of the Moore County Detention Center Facility Medical Plan dated June 8, 2016.

Aging:

Approval of FY17 Home and Community Care Block Grant

Emily Tostado with the Department of Aging, on behalf of Director Terri Prots, requested the Board's approval for fiscal year 2017 Home and Community Care Block Grant Funds. Upon motion made by Vice Chairman Saunders, seconded by Commissioner Ritter, the Board voted 5-0 to authorize approval of the FY 16-17 Home and Community Care Block Grant funds totaling \$703,604 and authorize the Chairman to sign on the County's behalf.

JCPC:

FY 17 Juvenile Crime Prevention Council Funding Plan

J. Renee Brooks, Chair of the Juvenile Crime Prevention Council, requested the Board's approval of the JCPC funding plan, which she presented. Commissioner Graham made a motion, seconded by Vice Chairman Saunders, to approve the Juvenile Crime Prevention Council's funding plan as presented and authorize the County Finance Officer to execute the program agreements and any future program revisions on behalf of the County, and to authorize the Chairman of the Board of County Commissioners to execute the County Funding Allocation and JCPC Council Certification. Chairman Picerno inquired about the amount of local match required and Chief Financial Officer Caroline Xiong confirmed this information for him. The motion carried 5-0.

Animal Operations:

Authorization to Submit Grant Application

Animal Operations Director Brenda Sears requested authorization to apply for \$25,000 in grant funding from the Petco Foundation with the objective of enhancing adoptions and therefore live release from the Animal Center. She stated this would be a one-time allotment of funds and would not require any match from the County. Upon motion made by Vice Chairman Saunders, seconded by Commissioner Graham, the Board voted 5-0 to approve the application for the grant to Petco Foundation in the amount of \$25,000 and authorize the Chairman and Chief Financial Officer to sign any necessary documents pertaining to the registration and application to Petco.

Chairman Picerno inquired with Ms. Sears regarding allegations of hosing of animals made during the Board's public comment period earlier in the meeting. Ms. Sears stated that employees were not hosing animals and that an investigation was conducted regarding the referenced incident, concluding the same.

Information Technology:

Approval of Duke Energy Progress Attachment Agreement

IT Director Chris Butts requested the Board's approval of a Duke Energy Progress Attachment Agreement. Upon motion made by Commissioner Graham, seconded by Commissioner Daeke, the Board voted 5-0 to authorize the Chairman to execute the governmental attachment agreement with Duke Energy Progress to approve installation of county aerial fiber on Duke Energy Progress power poles.

Approval of Globe Communications Contract Amendment # 1

Mr. Butts asked the Board to approve contract amendment # 1 with Globe Communications. Upon motion made by Vice Chairman Saunders, seconded by Commissioner Graham, the Board voted 5-0 to, authorize the Chairman to execute the contract amendment # 1 with Globe Communications to meet Duke Energy Progress requirements with regards to the installation of the aerial fiber line.

Public Works:

Award of Contract for Lift Station V-1 Elimination Project

Public Works Director Randy Gould asked the Board to award a contract to Columbus Utilities for the Lift Station V-1 elimination project. Upon motion made by Vice Chairman Saunders, seconded by Commissioner Daeke, the Board voted 5-0 to award a contract to Columbus Utilities, Inc. in the amount of \$426,589 for the Lift Station V-1 elimination project and authorize the Chairman to sign contingent upon final approval by the County Attorney.

(A related revised project ordinance, approved later in the meeting, is hereby incorporated as a part of these minutes by attachment as Appendix E).

Award of Contract for Lake Pinehurst Sanitary Sewer Rehabilitation

Mr. Gould asked the Board to award a contract to VacVision Environmental, LLC for the Lake Pinehurst sanitary sewer rehabilitation project. Upon motion made by Commissioner Graham, seconded by Commissioner Ritter, the Board voted 5-0 to award a contract to VacVision Environmental, LLC in the amount of \$95,900 for the Lake Pinehurst sanitary sewer rehabilitation project and authorize the Chairman to sign contingent upon final approval by the County Attorney.

Award of Construction Contract for Generator Project

Mr. Gould asked the Board to award a construction contract to Sanford Electric Company, Inc. for a generator project. Chairman Picerno noted in Mr. Gould's material presented in the Board's packet, there were several items highlighted that had zero amounts. Mr. Gould explained that it was hard to stay in budget and so some items had to be cut out for now, but would be completed later. This was just a matter of prioritization. Upon motion made by Vice Chairman Saunders, seconded by Commissioner Graham, the Board voted 5-0 to award a construction contract to Sanford Electrical Company, Inc. in an amount not to exceed 58,966.55 for the generator project and authorize the Chairman to sign the contract.

Award of Contract for Pump Station 3-1 Replacement

Mr. Gould requested award of a contract to AC Schultes of Carolina, Inc. for the Pump Station 3-1 replacement. He noted that this item was before the Board at the previous regular meeting; however, projects over \$300,000 require performance and payment bonds so those had been added since that meeting. Upon motion made by Commissioner Graham, seconded by Vice Chairman Saunders, the Board voted 5-0 to award a construction contract to AC Schultes in an amount not to exceed \$306,022.50 for the Pump Station 3-1 replacement project and authorize the Chairman to sign the contract. Upon motion made by Commissioner Graham, seconded by Vice Chairman Saunders, the Board voted 5-0 to approve the revised project ordinance for the Pump Station 3-1 replacement project and authorize the Chairman to sign. The revised project ordinance is hereby incorporated as a part of these minutes by attachment as Appendix F.

Chief Financial Officer Caroline Xiong reminded Mr. Gould that there was also a revised project ordinance requiring the Board's approval for the Lift Station V-1 elimination project. Upon motion made by Vice Chairman Saunders seconded by Commissioner Graham, the Board voted 5-0 to approve Vass Wastewater System Improvements Project Ordinance Revision 1. (See Appendix E).

Approval of Rattlesnake Trail Revised Lease Agreement

Mr. Gould requested the Board approve a revised lease agreement for the Public Works Department's use of Pinehurst property on Rattlesnake Trail. Upon motion made by Vice Chairman Saunders, seconded by Commissioner Daeke, the Board voted 5-0 to approve the revised lease agreement between the Village of Pinehurst and County of Moore for use of the property located at Rattlesnake Trail by the Moore County Public Works Department.

Legal:

Adoption of Resolution Urging Affirmative Action by the NC House on S727

Contract County Attorney Doug Gill presented a resolution he prepared at the Board's request urging affirmative action by the North Carolina House on Senate Bill 727, to restrict use of Moore County's local option sales tax. Chairman Picerno said the Board was united in its belief that when the sales tax issue was put on the ballot in March, the wording on the ballot was vague, and this bill would clarify the language while also restricting the funds for public school construction purposes only. Chairman Picerno shared that Senator Tillman had said this should be a model for all counties going forward (that had not yet passed this referendum). The Chairman said after a scheduled "Town Hall" meeting on the coming Thursday, he expected members of the House would support the bill as well. Upon motion made by Chairman Picerno, seconded by Commissioner Ritter, the Board voted 5-0 to approve the resolution and authorize the Chairman to sign the same, and direct the Clerk to the Board to forward copies to the named individuals. The resolution is hereby incorporated as a part of these minutes by attachment as Appendix G.

Administration:

Approval of Fee Waiver for Use of Historic Courthouse by Rep. Boles for Town Hall Meeting Regarding S727 on June 23, 2016

County Manager Wayne Vest requested the Board waive all fees for Rep. Jamie Boles' use of the historic courthouse for a Town Hall meeting to be held June 23, 2016 regarding Senate Bill 727. Upon motion made by Commissioner Graham, seconded by Commissioner Ritter, the Board voted 5-0 to waive all fees for the use of the historic courthouse by Rep. Boles on Thursday, June 23, 2016.

APPOINTMENTS

Juvenile Crime Prevention Council

Upon motion made by Commissioner Graham, seconded by Vice Chairman Saunders, the Board voted 5-0 to appoint David Wall to fill the unexpired term of Emily Coltrane in the Chief Court Counselor position on the Juvenile Crime Prevention Council through June 30, 2017.

Transportation Advisory Board

Upon motion made by Commissioner Graham, seconded by Vice Chairman Saunders, the Board voted 5-0 to reappoint Mike Andrews and Karey Perez to the Transportation Advisory Board for three-year terms expiring June 30, 2019.

Planning Board / Chair

Upon motion made by Commissioner Ritter, seconded by Vice Chairman Saunders, the Board voted 5-0 to appoint Joseph Garrison as the Planning Board Chair for FY17. Upon motion made by Commissioner Daeke, seconded by Commissioner Ritter, the Board voted 5-0 to appoint John Cook to the Planning Board to fill the unexpired term of Buck Mims through January 31, 2019.

Southern Pines Planning Board ETJ

Upon motion made by Vice Chairman Saunders, seconded by Chairman Picerno, the Board voted 5-0 to appoint Larry Harward as an ETJ member of the Town of Southern Pines Planning Board for a term commencing June 14, 2016 and expiring June 14, 2019.

MANAGER'S REPORT

County Manager Wayne Vest reminded the commissioners of an employee recognition luncheon scheduled for the following day. He also informed the Board he would be on vacation the following week, but available if needed.

COMMISSIONERS' COMMENTS

Chairman Picerno commented regarding the following:

- Congratulated the Town of Robbins on cutting its tax rate
- Expressed that he was glad the legal authority for DSS had been laid out so that the public would know, and said the Board appreciated Commissioner Graham and all the work she did on the DSS Board, as well as the Director, John Benton and Chair, Katie Dunlap. He said he felt it was important to get the clarification provided and to also recognize the important work done by Guardian ad Litem.
- Reminded everyone about the Town Hall meeting scheduled for the coming Thursday evening for the purpose of receiving input on Senate Bill 727.
- Discussed issues with Animal Operations and suggested it could be time to go back to providing only what was statutorily required. He said the shelter could be given over and County employees could be transitioned to other departments. He asked the County Manager to investigate whether this was an operation that would be better handled in the private sector.

ADJOURNMENT

Upon motion made by Commissioner Daeke, seconded by Vice Chairman Saunders, the Board voted 5-0 to come out of closed session and seal the minutes.

There being no further business, upon motion made by Commissioner Graham, seconded by Commissioner Ritter, the Board voted 5-0 to adjourn the June 21, 2016 regular meeting of the Moore County Board of Commissioners at 7:30 p.m.

Nick J. Picerno, Chairman

Laura M. Williams, Clerk to the Board

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Caroline Xiong, Chief Finance Officer

DATE: 07/11/2016

SUBJECT: Budget Amendments

PRESENTER: Caroline Xiong

REQUEST:

Approve the attached budget amendments

BACKGROUND:

The NC General Statutes provide for the County to make amendments to the budget during the fiscal year. The budget should be amended to reflect the changing financial opportunities and adjustments that occur after the budget is adopted. Attached are detailed explanations of each amendment and the appropriate Department Directors are here to answer any questions you may have. The amendments are:

	Department	Amount	Sources of Revenue	Justification
1.	Public Safety	\$12,876 increase	Funds Generated from Sale of two Ambulance Chassis from 17-0 and 17-P	Funding for purchase of taxes and tags for new remounts and two locked narcotics boxes for the two new ambulances
2.	Finance / Property Management	\$128,540 increase	General Fund's Fund Balance	\$128,540 will be classified as assigned Fund Balance at the end of June 30, 2016 to purchase additional vehicles in fiscal year 2016-2017
3.	Finance / School	\$431,700 increase	General Fund's Fund Balance	Unspent Digital Learning Funds from FY 15/16 to be Rolled Forward to FY 16/17

IMPLEMENTATION PLAN:

N/A

FINANCIAL IMPACT STATEMENT:

The overall effect is to increase/decrease the revenue and expenditures in the General Fund for \$560,240 and Public Safety/EMS Fund for \$12,876 to authorize the County Manager to proceed with the amendments and any actions required as a result.

RECOMMENDATION SUMMARY:

Recommend a motion to approve the following budget amendments as stated.

SUPPORTING ATTACHMENTS:

The following budget amendments and supporting information are attached:

Fiscal Year 2015/2016

Budget Line Item Number	Budgeted Amount	Increase/ (Decrease)	Revised Budget
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Public Safety - Funds generated from sale of two Ambulance Chassis from 17-0 and 17-P

Revenue	20019000 32950	Appropriated Fund Balance	-	12,876	12,876
Expense	20048055 55401	Veh Purchase	240,000	12,876	252,876

Approved this _____ day of _____, 2016

 Nicholas J. Picerno
 Moore County Board of Commissioners

 Laura Williams
 Clerk to the Board

Budget Amendment Staff Report

Department: Public Safety

Increase or Decrease of Amount of Funding: Increase Revenue by \$12,876.00 in budget code 20019000-32950 and increase Expenditure by \$12,876.00 in budget code 20048055-55401.

Source(s) of Funding: Funds generated from sale of two ambulance chassis from 17-O and 17-P.

Justification (please be specific): Funding will be used to pay for taxes and tags for the two new ambulance remounts. Funding will also be used for purchase of two locked narcotics boxes for the two new ambulances.

Fiscal Year 2015/2016

Budget Line Item Number	Budgeted Amount	Increase/ (Decrease)	Revised Budget
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Finance / Property Management - \$128,540 will be classified as assigned Fund Balance at the end of June 30, 2016 to purchase additional vehicles in fiscal year 2016-2017

Revenue	10019000 32950	Appropriated Fund Balance	252,924	128,540	381,464
Expense	10047055 55401	Vehicle Purchase	-	128,540	128,540

Approved this _____ day of _____, 2016

Nicholas J. Picerno
Moore County Board of Commissioners

Laura Williams
Clerk to the Board

Budget Amendment Staff Report

Department: Finance/Property Management

Increase or Decrease of Amount of Funding:

\$128,540 increase 10047055 55401 (Vehicle Purchase)

\$128,540 increase 10019000 32950 (appropriated fund balance)

Source(s) of Funding:

General Fund's Fund Balance

Justification (please be specific):

The Board of Commissioners approved the purchase of 14 new vehicles at a cost of \$379,286 on 03/15/16. \$100,000 was still remaining in the vehicle purchase account and another additional amount of \$279,286 was transferred from the fuel budget. At the end of June 30, 2016, there is a remaining budget of \$125,206.43 which includes the estimated amount of insurance reimbursement. The County received an additional amount of \$3,333.22 in insurance reimbursement, so Finance would like to request the Board to appropriate \$128,539.65 (\$125,206.43+\$3,333.22) from the General Fund's fund balance in FY2017. \$128,540 will be classified as assigned fund balance at the end of June 30, 2016 to purchase additional vehicles in fiscal year 2016-2017.

Fiscal Year 2015/2016

Budget Line Item Number	Budgeted Amount	Increase/ (Decrease)	Revised Budget
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Finance / Moore County School increase of \$431,700 from General Fund's Fund Balance for unspent Digital Learning Funds from FY 15/16 to be rolled forward to FY 16/17

Revenue	10019000 32950	Appropriated Fund Balance	381,464	431,700	813,164
Expense	10034096 56264	Digital Learning	750,000	431,700	1,181,700

Approved this _____ day of _____, 2016

 Nicholas J. Picerno
 Moore County Board of Commissioners

 Laura Williams
 Clerk to the Board

Budget Amendment Staff Report

Department: Finance/Moore County School

Increase or Decrease of Amount of Funding:

Increase of \$431,700

Source(s) of Funding:

Appropriation from the General Fund's Fund Balance

Justification (please be specific):

In FY15/16, the County appropriated \$750,000 and \$304,081 was carried forward from FY14/15. The total budget for FY15/16 was \$1,054,081 in Digital Learning for Moore County School. At the end of the year, \$622,381.34 was spent with a remaining balance of \$431,699.66. Moore County School respectfully requests that \$431,700 in unspent digital learning funds from FY15/16 to be rolled forward to FY16/17. The funds for \$431,700 will be designated as "Assigned Fund Balance" in the General Fund as of June 30, 2016. Moore County School requests that these funds be treated as capital project funds, and the discussions throughout the budget process are consistent with this request.

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Caroline L. Xiong, Chief Finance Officer

DATE: July 11, 2016

SUBJECT: Digital Learning Invoices

PRESENTER: Caroline L. Xiong

REQUEST:

Request the Board of Commissioners to approve the invoices for a total amount of \$535,241.59 (includes sales tax of \$33,838.07) submitted by Moore County School.

BACKGROUND:

During the budget process, \$750,000 was allocated to Moore County School for Digital Learning, and \$431,700 was carried forward from FY15/16 with a revised budget of \$1,181,700. Currently, the available balance is \$1,181,700. The Board of Commissioners requested that all invoices be approved by the Board prior to processing for payments.

IMPLEMENTATION PLAN:

Finance staff will process the payments of these invoices after the Board of Commissioners approves them.

FINANCIAL IMPACT STATEMENT:

The County has already budgeted \$1,181,700 in the Digital Learning budget in the General Fund.

RECOMMENDATION SUMMARY:

Make a motion to approve the invoices as presented.

SUPPORTING ATTACHMENTS:

Invoice

* Pay in July

10034096 56264



CalFirst

California First National Bank
California First Leasing Corporation

28 Executive Park
Irvine, California 92614
949-255-0500 • 800-496-4640
Fax 949-255-0501

Page No. 1
Invoice No. 3091446
Customer # 301316

Invoice Date
5/31/16

Due Date
7/15/16

INVOICE TO:

JUN 9 2016

REMIT TO:

Moore County Board of Education
5277 Hwy 15-501 South
P.O Box 1180
Carthage, NC 28237

CalFirst National Bank
PO Box 2509
Santa Ana, CA 92707-0509

RETURN THIS PORTION OF INVOICE WITH YOUR CHECK

DESCRIPTION	FROM	THROUGH	AMOUNT
Lease # BL01500-1			
HP Chromebook PC's			
Annual Rent Charge Per Lease	7/15/16	7/31/17	231,319.52
<p style="text-align: right;">* Do not charge sales tax to Digital Learning</p>			
<p>JMBundy 6/3/16</p>			
<p>Invoice Subtotal</p>			231,319.52
<p>Sales Tax</p>			* 15,614.07
<p>PAY THIS AMOUNT</p>			246,933.59



28 Executive Park • Irvine, California 92614
Phone 949-255-0500 • 800-496-4640 • Fax 949-255-0501

PLEASE RETURN UPPER PORTION WITH PAYMENT AND REFERENCE THE INVOICE NUMBER ON YOUR CHECK.



FOR 2016 01

JOURNAL DETAIL 2016 1 TO 2016 1

ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
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100 GENERAL

10034096 SCHOOL-CURRENT EXPENSE

10034096 56264	DIGITAL LEARNING	750,000	1,054,081	522,432.57	522,432.57	.00	531,648.43	49.6%
2016/01/010064	07/31/2015 API	252,348.57	VND 014921 IN 3084085				CALIFORNIA FIRST NAT HP Chromebook PC'S	363095
2016/01/010194	07/21/2015 BUA	304,081.00	REF				DIGITAL LEARNING FY 15/16	
2016/01/010785	07/28/2015 GEN	270,084.00	REF BSW					

TOTAL SCHOOL-CURRENT EXPENSE		750,000	1,054,081	522,432.57	522,432.57	.00	531,648.43	49.6%
TOTAL GENERAL		750,000	1,054,081	522,432.57	522,432.57	.00	531,648.43	49.6%
TOTAL EXPENSES		750,000	1,054,081	522,432.57	522,432.57	.00	531,648.43	
GRAND TOTAL		750,000	1,054,081	522,432.57	522,432.57	.00	531,648.43	49.6%

** END OF REPORT - Generated by French, Gwendolyn S **



Winthrop Resources Corporation
 11100 Wayzata Boulevard, Suite 800, Minnetonka, MN 55305
 952/936-0226 Fax: 952/936-0201

Moore County Board of Education
 5277 Highway 15-501 South
 P.O. Box 1180
 Carthage, NC 28327
 Attn : Michael C. Griffin

Digital Learning

10034096 36264

Pay 10/17

JUN 10 2016

Date : 06/02/2016
 Invoice # : RT00225288
 Account # : MO120114

Rental Period : 07/01/2016 through 07/31/2016

Schedule 001R

Equipment location :

Moore County Board of Education in Vass, NC

Schedule Total :

Invoice Totals :

Invoice Summary :

Total Amount due by 07/01/2016 :

Rent	Tax	Total
\$270,084.00	\$18,224.00	\$288,308.00
\$270,084.00	\$18,224.00	\$288,308.00
\$270,084.00	\$18,224.00	\$288,308.00
Total Rent :		\$270,084.00
Sales Tax NC @ 6.75% <i>Code to Sales tax</i>		\$18,224.00
		\$288,308.00

Remit Payment To : Winthrop Resources Corporation
 PO Box 650
 Hopkins, MN 55343-0650

Payments received after the due date are subject to late charges which will accrue until such charges are invoiced.
 Payable in US dollars only.

Digital Learning Fund

JMBundy 6/9/16

Please return this portion with payment

Winthrop Resources Corporation
 11100 Wayzata Boulevard
 Suite 800
 Minnetonka, MN 55305
 Account # : MO120114
 Customer Name : Moore County Board of Education

Invoice # : RT00225288
 Due Date : 07/01/2016
 Invoice Group Name : Main
 Rental Period : 07/01/2016 through 07/31/2016
 Schedule #'s : 001R

Remit Payment To : Winthrop Resources Corporation
 PO Box 650
 Hopkins, MN 55343-0650

*Please notify InvoiceSupport@WinthropResources.com with any address changes

Invoice Total : \$288,308.00

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Gary E. Briggs, Tax Administrator 
DATE: July 11, 2016
SUBJECT: Tax Releases/Refunds – Month of June 2016
PRESENTER: Gary Briggs

AGENDA PLACEMENT: Consent Agenda

REQUEST:

9 real/personal/motor vehicle releases totaling \$1,775.54
21 real/personal/motor vehicle relief-refunds totaling \$3,545.43

182 releases/refunds of less than \$100 each totaling \$5,306.68 were sent to the County Finance Officer for approval.

BACKGROUND:

The records have been checked and these releases/refunds verified; therefore, the Tax Administrator is asking for approval of the release/refund requests. According to General Statute 105-381, a taxpayer who has paid his taxes may request a refund (in writing) for the amount that was paid or billed through error. Additionally, General Statute 105-330 allows for a refund/release of certain motor vehicle bills. The attached sheets give the information for the taxpayers' reasons for their release/refund requests.

IMPLEMENTATION PLAN:

Through month-end procedures and by Tax Department Staff.

FINANCIAL IMPACT STATEMENT:

Total - \$5,320.97 (breakdown attached)

RECOMMENDATION SUMMARY:

These release/refund requests are approved as shown on the attached sheets.

SUPPORTING ATTACHMENTS:

Release/Refund Requests
Resolutions

**RESOLUTION AUTHORIZING AND APPROVING
(CURRENT) RELEASES AND REFUNDS BY THE
TAX ADMINISTRATOR**

WHEREAS, Gary E. Briggs, Moore County Tax Administrator, has certified a list comprised of various county taxes illegally levied and assessed, the amount certified as being in excess of the amount legally due by the taxpayer and therefore should be released or refunded in accordance with General Statute 105-381.

BE IT RESOLVED by the Board of Commissioners of Moore County that the taxpayers shown on said list of releases and refunds submitted by Gary E. Briggs, Tax Administrator, are hereby granted such tax release or refund of the county taxes shown and the County Finance Director is directed to make said refunds.

Adopted this the _____ day of _____, 2016.

Nicholas J. Picerno, Chairman

ATTEST:

Laura M. Williams
Clerk to the Board

**RESOLUTION AUTHORIZING AND APPROVING
(DELINQUENT) RELEASES AND REFUNDS BY THE
TAX ADMINISTRATOR**

WHEREAS, Gary E. Briggs, Moore County Tax Administrator, has certified a list comprised of delinquent taxes illegally due by the taxpayer and therefore should be released or refunded in accordance with General Statute 105-381.

BE IT RESOLVED by the Board of Commissioners of Moore County that the taxpayers shown on said list of releases and refunds submitted by Gary E. Briggs, Tax Administrator, are hereby granted such tax release or refund of the county taxes shown and the County Finance Director is directed to make said refunds.

Adopted this the _____ day of _____, 2016.

Nicholas J. Picerno, Chairman

ATTEST:

Laura M. Williams
Clerk to the Board

**REAL ESTATE / PERSONAL PROPERTY / MOTOR VEHICLE
RELEASES
OVER - \$100
June-16**

<u>BILL YEAR</u>	<u>BILL NUMBER</u>	<u>NAME</u>	<u>REASON</u>	<u>AMOUNT</u>
2006	1010780	CEDAR LANE AUTO AND HOME	ORDER OF BOARD OF EQUALIZATION & REVIEW	101.08
2015	1000402	LONGANBACH, PETER J	PERSONAL PROPERTY LISTED IN ERROR	116.35
2015	49799	PINEHURST SPECIALTY RETAIL LLC	REAL ESTATE DOUBLE-BILLED	682.85
2014	23949	PINEHURST SPECIALTY RETAIL LLC	REAL ESTATE DOUBLE-BILLED	485.39
2014	4970	RODRIGUEZ, JESUS MARTINEZ	MOBILE HOME DOUBLE-BILLED	208.52
2015	5573	RODRIGUEZ, JESUS MARTINEZ	MOBILE HOME DOUBLE-BILLED	181.35
2015	6356	THAT'S ENTERTAINMENT VIDEO INC	ORDER OF BOARD OF EQUALIZATION & REVIEW	235.98
2012	53936	OYAMA, MIKIO SETH	MILITARY	140.18
2013	43805	WILLIAM, C JEFFREY	MILITARY	145.78
TOTAL				\$1,775.54

**VTS/MUNIS MOTOR VEHICLES
RELIEF - REFUNDS
OVER - \$100
June-16**

<u>Bill Year</u>	<u>Bill Number</u>	<u>Customer Name</u>	<u>Reason</u>	<u>Refund Amount</u>
2015	VTS - 0026152317	BLACKER, SAMUEL	MILITARY	\$147.36
2015	VTS - 0029158540	BLAKELY, DONALD	SUBMITTED TAG TO DMV	\$105.21
2015	VTS - 0028787641	BRACKER, JOHN	SUBMITTED TAG TO DMV	\$138.63
2015	VTS - 0009938724	BURCHETTE, LYNTON	SUBMITTED TAG TO DMV	\$135.23
2015	VTS - 0028759081	CARRE, JOHN STEVEN	SUBMITTED TAG TO DMV	\$409.39
2015	VTS - 0032275977	ESTES, PAUL	SUBMITTED TAG TO DMV	\$105.99
2015	VTS - 0031294503	GARNER, RICKY	SITUS	\$216.96
2015	24403	GREENLEAF, PATRICIA D &	ORDER OF BOARD OF EQUALIZATION & REVIEW	225.31
2015	24404	GREENLEAF, PATRICIA D &	ORDER OF BOARD OF EQUALIZATION & REVIEW	234.92
2015	24405	GREENLEAF, PATRICIA D &	ORDER OF BOARD OF EQUALIZATION & REVIEW	236.11
2015	24406	GREENLEAF, PATRICIA D &	ORDER OF BOARD OF EQUALIZATION & REVIEW	185.98
2015	VTS - 0029613221	HARRINGTON, WILLIAM	SUBMITTED TAG TO DMV	\$246.83
2015	VTS - 0029188143	HOUSEL, LAURIE	MILITARY	\$107.02
2015	VTS - 0009930106	LEONE, VINCENT	SUBMITTED TAG TO DMV	\$104.33
2015	VTS - 0031042144	MCCALL, DEVIN	MILITARY	\$151.20
2015	VTS - 0032419531	MCVEIGH, CELESTE	MILITARY	\$140.74
2015	VTS - 0008827194	MERRITT, EVERETT	SUBMITTED TAG TO DMV	\$100.63
2015	VTS - 0028677416	PALIN, GORDON	MILITARY	\$182.87
2015	VTS - 0030538684	REGENSBURG, MARY	SUBMITTED TAG TO DMV	\$105.21
2015	VTS - 0015929423	STEVENSON, CAROLYN	SUBMITTED TAG TO DMV	\$153.69
2015	VTS - 0028808201	WHITNEY, PAMELA	SUBMITTED TAG TO DMV	\$111.82
TOTAL				\$3,545.43

Agenda Item: V.E.
Meeting Date: June 21, 2016

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Jonathan Russell

DATE: June 3, 2016

SUBJECT: VAD Ordinance

PRESENTER: Jonathan Russell and Harry Huberth

REQUEST: Approve revisions to VAD Ordinance

BACKGROUND:

IMPLEMENTATION PLAN: Ordinance would be carried out by the VAD Board

FINANCIAL IMPACT: None

RECOMMENDATION SUMMARY:

To approve revised ordinance

ATTACHMENTS:

Minutes, revised Ordinance

MOORE COUNTY AGRICULTURAL ADVISORY BOARD
MINUTES
April 6th, 2016

*The mission of the Moore County Agricultural Advisory Board is to protect
and promote working lands and the general ecological welfare of Moore
County*

Members Present:

Harry Huberth
Tim Priest
Mike Rowland
John Monroe
Sandy Stewart
Matt Wimberly

Others Present:

Jonathan Russell
Penny Morgan
Lisa Davis
Brenda White, Deputy County Attorney
Ronald Jackson, Moore County resident

Huberth called the meeting to order at 8:30am; Russell gave the invocation.

OLD BUSINESS

Rowland motioned to approve January minutes, Stewart seconded. All voted in favor 6-0.

NEW BUSINESS

Morgan presented the following VAD applications for approval:

Five Star Holdings, LLC PIN# 00030778, 00031788, 00000230 and # 95000526: Priest motioned to approve application, Monroe seconded. All voted in favor 5-0. (Wimberly abstained)

Nettie Reynolds PIN# 00005547, 00005551, 00005548 and #00005550:

Monroe motioned to approve application, Priest seconded, all voted in favor 6-0.

Ricardo Romero PIN# 20050143: Monroe motioned to approve application, Wimberly seconded.

All voted in favor 6-0.

Kathy Reynolds Thomas PIN#00005549: Stewart motioned to approve application, Monroe seconded. All voted in favor 6-0.

Larvery Hulsey PIN# 00003208: Monroe motioned to approve application, Stewart seconded. All voted in favor 5-0 (Priest abstained)

Lyndon Clay Purvis PIN#00006716, 00003875, 00005432, 98000534 and 00003877: Priest motioned to approve application, Stewart seconded. All voted in favor 6-0.

35,909.08 total acres (9311.66 gen ag and 26142.78 forestry)

Morgan will send acceptance letters to applicants.

VAD ORDINANCE

Brenda White, Deputy County Attorney, stated she had received model ordinance and comments/suggestions on our Ordinance from Jon Lanier and Brandon King, via email. The Board discussed comments/suggestions from King and Lanier. Board agrees with comments/suggestions. White will rewrite ordinance with new changes. Monroe motioned to submit amended Ordinance to the Moore County Board of Commissioners at the May or June meeting. Stewart seconded. All voted in favor 6-0.

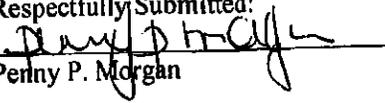
COMMENTS AND CONCERNS

Russell stated he attended the 2016 VAD workshop in Winston-Salem. Russell gave N.C.G.S. 106-581.1 (definition of Agriculture) to each member. A solar farm doesn't qualify as a VAD property. Other counties are pulling solar farms out of the VAD. Unless the property has crops, etc they can't remain in the VAD.

ADJOURNMENT

With no further discussion Priest motioned to adjourn and Wimberly seconded. All voted in favor 6-0.
Meeting adjourned at 9:50am.

Respectfully Submitted:


Penny P. Morgan

Next Meeting Date: June 29th, 2016 Time: 8:30am Location: conf room

FARMLAND PROTECTION PROGRAM

- Page 1. Title.
- Page 1. Authority.
- Page 1. Purpose.
- Page 2. Definitions.
- Page 2-4. Agricultural Advisory Board.
- Page 4-5. Creation of voluntary agricultural districts (VADs).
- Page 6. Qualifications and certification of farmland.
- Page 6-7. Application, approval and appeal procedure.
- Page 7. Revocation of conservation agreement.
- Page 7-8. Public hearings.
- Page 8. Public notice.
- Page 9. Subdivision ordinance and zoning ordinance review.
- Page 9. Reserved.
- Page 9. County land-use planning.
- Page 9. Consultation authority.
- Page 9-10. North Carolina agency notification.
- Page 10. Legal provisions.

MOORE COUNTY VOLUNTARY FARMLAND PROTECTION PROGRAM ORDINANCE

Title

An ordinance of the Board of County Commissioners of Moore County, North Carolina entitled "Voluntary Forestry, Open Land and Farmland Protection Program Ordinance."

Authority.

The articles and sections of this ordinance are adopted pursuant to the authority conferred by N.C.G.S. 106-735 through N.C.G.S. 106-743 and **N.C.G.S. 153A**

Purpose.

The purpose of this ordinance is to promote agricultural values and the general welfare of the county and more specifically, increase identity and pride in the agricultural community and its way of life; encourage the economic and financial health of agriculture; and increase protection from non-farm development and other negative impacts on properly managed farms and properties.

This ordinance establishes a Voluntary Agricultural District Program that provides the following benefits for participating farmers and other county residents:

The program preserves and maintains agriculture, horticulture, silviculture, or open land areas within the county;

The program informs non-farming neighbors and potential land purchasers that the participating farm may emit noise, dust and smells (a feature which may assist in avoiding conflicts between neighbors and potential nuisance claims);

The program gives the farming community a better voice in Moore County Commissioners' decisions affecting farmland;

Landowner participation in the program is voluntary and the farmer may terminate his/her participation at anytime;

The program requires the Moore County Commissioners to use agriculture, horticulture, silviculture or open land areas as "a last resort" if they are attempting to condemn county lands;

The program would protect greenspace and natural resources as the county's population increases and development expands;

The program maintains opportunities to produce locally grown food and fiber.

MOORE COUNTY CODE

Definitions

The following are defined for purposes of this Ordinance:

Advisory board means the Moore County Agricultural Advisory Board.

Chairman means the chairman of the Moore County Agricultural Advisory Board.

District means Voluntary Agricultural District as established by this Ordinance.

Board of Commissioners means the Moore County Board of Commissioners.

Farmland means agriculture, horticulture, silviculture or open land.

Agricultural Advisory Board

{a) *Creation.* The Board of Commissioners establishes the Moore County Agricultural Advisory Board to implement the provisions of this program.

{b) *Appointments and Membership.* The agricultural advisory board shall consist of seven (7) members appointed by the Moore County Board of Commissioners, six of whom are geographically representative of the county and one (1) member at large. The Board of Commissioners shall also appoint seven (7) alternate Agricultural Advisory Board members, six (6) geographically representative of the county and one (1) member at large. The Board of Commissioners may expand the Agricultural Advisory Board if the need arises.

(1) *Requirements.*

- a. Each board member shall be a county resident and registered to vote in Moore County.
- b. The seven Board members shall be selected for appointment by the Board of Commissioners from the names of individuals submitted to the Board of Commissioners **by the Agricultural Advisory Board, or by application** by the following:

- ~~1. Soil and Water Conservation District;~~
- ~~2. The Cooperative Extension Service;~~
- ~~3. The Natural Resource Conservation Services;~~
- ~~4. The Farm Service Agency;~~
- ~~5. The Forest Service; and~~
- ~~6. The Moore County Farm Bureau;~~

with favorable consideration given towards someone who is actively engaged from the following classes: Agriculture; Horticulture; Forestry; Swine; Poultry; Livestock and Urban.

(2) *Tenure.* The members are to serve for terms of three years, with a maximum of six consecutive years. Thereafter, any member must be off of the board for at least one year before being reappointed.

~~(3) *Vacancies.* Any vacancy on the Agricultural Advisory Board is to be filled by the Board of Commissioners for the remainder of the unexpired term from the recommendations of the groups listed in subsection (b)(1) above.~~

(4) *Removal for cause.* Any member of the Agricultural Advisory Board may be removed for cause by the Board of Commissioners upon written cause and after a public hearing.

(c) *Advisory board procedures.*

(1) *Chairman and vice-chairman.* The advisory board shall elect a chairman and vice-chairman each year at its first meeting of the fiscal year. The chairman shall preside over all regular or special meetings of the advisory board. In the absence or disability of the chairman, the vice chairman shall preside and shall exercise all the powers of the chairman. Additional officers may be elected as needed.

(2) *Jurisdiction.* The advisory board may adopt Rules of Procedure consistent with this ordinance or with other provisions of state law.

(3) *Advisory board year.* The advisory board shall adopt the Moore County fiscal year as its meeting year.

(4) *Meetings.* Meetings of the advisory board shall be held pursuant to the meeting schedule adopted by the advisory board, or at the call of the Chairman and at such other times as the advisory board may specify in its rules of procedure. A meeting shall be held at least every two months **quarterly, and in no case more than ninety (90) days since the previous meeting.** Notice of any meetings should be in writing unless otherwise agreed to by all advisory board members. Meetings shall follow open meetings law. Agenda item preparation and public notice shall be the responsibility of the staff of the Soil and Water Conservation District who performs those duties at the pleasure of the Chairman of the Advisory Board. **An annual schedule of meetings shall be adopted at the final meeting of each calendar year.**

(5) *Majority vote.* All issues shall be decided by majority *vote* of the members of the Advisory Board **present at any meeting.**

(6) *Records.* The advisory board shall keep minutes of the proceedings showing the vote of each member upon each question, or if absent or failing to vote, indicating such fact and shall keep records of the official actions, which shall be filed in the Office of the Advisory Board, and shall be public record.

(d) *Duties.* The advisory board shall:

- (1) Review and approve or disapprove applications for qualified farmland and for membership in a Voluntary Agricultural District (hereafter VAD) and make recommendations concerning the establishment and modification of any VAD.
- (2) Conduct public hearings.
- (3) Advise the Board of Commissioners on projects, programs or issues affecting the agricultural economy or activities within the county which may affect agricultural districts.
- (4) Review and make recommendations concerning proposed amendments to this Ordinance.
- (5) Study additional methods of farmland protection and make recommendations to the Board of Commissioners.
- (6) Perform other agricultural related tasks or duties assigned by the Board of Commissioners.
- (7) At the request of the Board of Commissioners, the Advisory Board shall produce a written report to the Board of Commissioners that shall include the status, progress and activities of the county's VAD program.
- (8) Advisory Board members hold their positions for the benefit of the general public and Moore County. Conflicts may arise in situations in which an advisory board member's duty to act in the public interest conflicts with a potential desire to advance his/her own interest. These conflicts of interest may include financial, associative, and personal bias. Each member shall disclose any conflict of interest and refrain from taking part in discussing or voting on such matters, if his/her situation might reasonably call into question the impartiality or fairness of such discussions.

Creation of voluntary agricultural districts (VADs).

- (a) *Implementation.* In order to implement the purposes stated in the ordinance, this program provides for the creation of VADS which meet the following standards:
 - (1) The district, when initially established, shall contain the minimum amount of land required for taxation based on farm use evaluation, which is: five acres for horticultural use; ten acres for agricultural use; and twenty acres for forestry use. ~~When considering acreage, land leased and/or rented for the purpose of agriculture shall be taken into account.~~
 - (2) The landowner(s) requesting inclusion in the VAD shall execute an agreement with the county to sustain agriculture in the VAD in accordance with subsection "Qualifications and Certification of

Farmland" of this program. Said agreement shall be in a form which is reviewed and approved by the Advisory Board.

(b) *Purpose.* The purpose of this section is to help meet the needs of agriculture as an industry and prevent conflicts between VAD participants and non-farm landowners in proximity to said districts.

(c) *Procedure of notification.* The Advisory Board, in cooperation with the county, shall provide notification to property owners, residents and other interested persons within one-half mile and adjacent to any designated VAD. See N.C.G.S. 106-74.1(a). The purpose of such notification is to inform current and potential residents and property owners in and adjacent to a VAD that farming and agricultural activities may take place in this district any time during the day or night. These activities may include, but are not limited to, the following: pesticide spraying, manure spreading, machinery, truck or tractor operations, livestock operations, sawing, and similar activities.

(1) Types of notification.

a. Signs identifying approved agricultural districts shall be placed on private property adjacent to along the right-of-way of major roads adjoining the VAD in such a manner so that current and potential residents and property owners are made aware that farming and agricultural activities may occur at any time. Specific location of the signs, including the number of signs necessary to provide adequate notice of the specific district, shall be approved by the county Planning Director.

b. Maps identifying approved VADS shall be provided to the Register of Deeds office, the Soil and Water Conservation District Office, the Cooperative Extension Office, the Farm Service Agency, the Natural Resources Conservation Service, the Moore County Planning Department and Moore County GIS.

c. The following notice shall be made available to everyone recording a deed or plat with the Register of Deeds:

'NOTICE TO REAL ESTATE PURCHASERS IN MOORE COUNTY
MOORE COUNTY AGRICULTURAL DISTRICTS'

Moore County has established Agricultural Districts to protect and preserve agricultural lands and activities. These districts have been developed and mapped by the County to inform all purchasers of real property that certain agricultural activities including, but not limited to, pesticide spraying, manure spreading, machinery, tractor or truck operations, livestock operations, sawing and similar activities may take place in those districts. This map may be obtained from the Register of Deeds Office, Soil and Water Conservation District Office, Cooperative Extension Office, Farm Service Agency, the Natural Resources Conservation Service, and the Moore County Planning Department."

Qualifications and Certification of Farmland

Requirements. In order for farmland to qualify for inclusion in a VAD and to participate under the terms of this program, it shall meet the following requirements:

- (1) The farmland shall be real property.

- (2) The farmland must be engaged in *agriculture* as that word is defined in N.C.G.S. 106-581.1 which includes:
 - (a.) The cultivation of soil for production and harvesting of crops, including but not limited to fruits, vegetables, sod, flowers and ornamental plants;
 - (b.) The planting and production of trees and timber.
 - (c.) Dairying and the raising, management, care, and training of livestock, including horses, bees, poultry, and other animals for individual and public use, consumption, and marketing.
 - (d.) Aquaculture, as defined in N.C.G.S. 106-758;
 - (e.) The operation, management, conservation, improvement, and maintenance of a farm and the structures and buildings on the farm, including building and structure repair, replacement, expansion, and construction incident to the farming operation;
 - (f.) When performed on the farm "agriculture," "agricultural," and "farming" also include the marketing and selling of agricultural products, agritourism, the storage and use of materials for agricultural purposes, packing, treating, processing, sorting, storage and other activities performed to add value to crops, livestock, and agricultural items produced on the farm, and similar activities incident to the operation of a farm.
 - (g.) A public or private grain warehouse or warehouse operation where grain is held 10 days or longer and includes, but is not limited to, all buildings, elevators, equipment, and warehouses consisting of one or more warehouse sections and considered a single delivery point with the capability to receive, load out, weigh, dry, and store grain. (N.C.G.S. 106-581.1)

- (3) The farmland must be managed in accordance with the Natural Resource Conservation Service defined erosion control practices that are addressed to highly erodible land.

- (4) The farmland must be the subject of a conservation agreement, as defined in G.S. 121-35, between the county and the owner of such land that prohibits nonfarm use or development of such land for a period of at least ten years, except for the creation of not more than three lots that meet applicable county and municipal zoning and subdivision regulations.

- (5) A conservation agreement entered into for the purpose of enrolling real property in a Voluntary Agricultural District pursuant to this article and G.S. 106-737(4) shall be recorded by the Moore County Register of Deeds.

Application, approval and appeal procedure.

(1) Application Procedure

- (a) A landowner may apply to participate in the program by making application to the chairman of the Advisory Board or a designated staff person. The application shall be on forms provided by the Advisory Board. The application to participate in a VAD may be filed with the certification for qualifying farmland.
- (b) An agreement to sustain, encourage, and promote agriculture must be executed by the landowner and recorded with the advisory board.

(2) Approval Process. Upon submission of the application to the advisory board, the advisory board shall meet within 90 days to approve or disapprove the application. The chairman shall notify the applicant by first class mail of approval or disapproval of participation in the VAD. Upon receipt of an application, the chairman shall forward copies immediately to the Moore County Soil and Water Conservation District which shall review, complete and return their copies to the chairman within 30 days of receipt.

(3) Appeal. If an application is denied by the Advisory Board, the applicant has 30 days within which to appeal the decision to the Board of Commissioners. Such appeal shall be presented in writing. The decision of the Board of Commissioner shall be final.

Revocation of Conservation Agreement.

By written notice to the Advisory Board, a landowner of qualifying farmland may revoke the Conservation Agreement, or the Advisory Board may revoke the Conservation Agreement based upon noncompliance by the landowner subject to the same provisions as contained in section "Application, Approval and Appeal Procedure" for appealing denials of applications. Such revocation shall result in loss of qualifying farm status and loss of eligibility to participate in a VAD. The process will be completed within 30 days of receipt of written notification. The Planning Board and the Register of Deeds shall be notified of any revocation.

Public hearings.

(1) Purpose. Pursuant to G.S. 106-740, which provides that no State or local public agency or governmental unit may formally initiate any action to condemn any interest in a VAD until such agency or unit has requested the advisory board to hold a public hearing on the proposed condemnation. This Ordinance provides for such a hearing.

(2) Procedure.

- (a) Upon receiving a request, the Advisory Board shall publish notice describing the proposed action in a newspaper of general circulation in Moore County within five business days of the request, and will in the same notice notify the public of a public hearing on the proposed condemnation to be held within 30 business days of receipt of the request.

(B) The advisory board shall meet to review:

1. Whether the need for the project has been satisfactorily established by the agent or unit of government involved, including a review of any fiscal impact analysis conducted by the agency involved;
2. Alternatives to the proposed action that have less impact and are less disruptive to the agricultural activities of the district within which the proposed action is to take place.

(C) The Advisory Board shall consult with the Cooperative Extension Agent, Moore County Forest Service, USDA-NRCS District Conservationist, the Moore County Farm Bureau and may consult with any other individuals, agencies or organizations deemed by the Advisory Board to be necessary for its review of the proposed action. Land value will not be a factor in the selection between properties under consideration for the proposed action.

(D) Within ten business days after the public hearings, the Advisory Board shall make a report containing its findings and recommendations regarding the proposed action. The report shall be made available to the public for comment prior to its being conveyed to the decision-making body of the agency proposing acquisition.

(E) Pursuant to G.S. 106-740(3), the Board of Commissioners shall not permit any formal initiation of condemnation by local agencies while the proposed condemnation is properly before the advisory board within these time limitations.

Public notice.

(1) *Procedure.* Pursuant to G.S. 106-741(a), upon certification of qualifying farmland and designation of real property as a VAD, the Moore County Land Records System shall be changed to include a notice reasonably calculated to alert a person researching the title of a particular tract that such a tract is located within one-half mile of a poultry, swine, or dairy qualifying farm or within 600 feet of any other qualifying farm or within one-half mile of a voluntary agricultural district.

(2) *Limit of liability.* Pursuant to G.S. 106-741(b), in no event shall the county or any of its officers, employees, or agents be held liable in damages for any misfeasance, malfeasance, or nonfeasance occurring in good faith in connection with the duties or obligations imposed by this ordinance.

(3) *No cause of action.* Pursuant to G.S. 106-741(c), in no event shall any cause of action arise out of the failure of a person researching the title of a particular tract to report to any person the proximity of the tract to a qualifying farm or VAD as defined in this ordinance.

Subdivision ordinance and zoning ordinance review.

Developers of major subdivision or planned unit developments shall designate on preliminary and final site developments plans, the existence of the VADs within one-half mile of the proposed development.

County land-use planning.

(1) *Signed registration.* Moore County shall require persons applying for a building permit or persons registering a deed to sign the following statement, a record of which shall be maintained at the office of the Planning Department:

"I certify that I have reviewed the most current Moore County Agricultural Districting Map found in the Register of Deeds and/or Planning Office. I have noted the proximity of Agricultural District Boundaries to my property. I understand that activities such as pesticide spraying, manure spreading, machine operation, livestock operations and or other common farming activities may occur at any time in these areas."

Consultation authority.

The Advisory Board may consult with the Cooperative Extension Office, the Moore County Soil and Water Conservation Office, the Natural Resources Conservation Service, the Forestry Service, the Moore County Farm Bureau, the North Carolina Farm Bureau, and any other such agency the Advisory Board deems necessary to properly conduct its business.

North Carolina agency notification.

(1) *Record annually with the Department of Agriculture.* A record of this ordinance shall be recorded with the Office of the North Carolina Commissioner of Agriculture after adoption and after any amendment or modification. At least once per year the office of the Advisory Board shall submit a written report to the Commissioner of Agriculture concerning the status, progress and activities of the county's Farmland Protection Program including the VAD information regarding the following:

- (a) Number of landowners enrolled;
- (b) Number of acres for which applications are pending
- (c) Date and number of acres certified or de-certified; and
- (d) Number of acres denied.

Legal provisions.

- (1) *Severability.* If any section, subsection, clause, phrase or portion of this Ordinance is for any reason determined to be invalid or unconstitutional as determined by any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.
- (2) *Conflict with other ordinances and statutes.* Whenever the provisions of this Ordinance conflict with other ordinances of Moore County, **those Ordinances shall govern.** Whenever the provisions of any federal or state statute require more restrictive provisions than are required by this Ordinance, the provisions of such statute shall govern.
- (3) *Amendments.* This article may be amended from time to time upon recommendation by the Advisory Board to the Board of Commissioners. Upon receipt from the Advisory Board of a recommended amendment, the Board of Commissioners shall conduct a public hearing to consider the amendment. Any amendment(s) shall be filed with the Commissioner of Agriculture upon adoption pursuant to G.S. 106-743. See also section "North Carolina agency notification."

REVISED
DATE:

June 29, 2016

Enactment.

The Moore County Board of Commissioners hereby adopts and enacts the preceding sections of this Ordinance as amended.

Adopted this _____ day of _____ 2016

Motion adoption by _____

Seconded by _____

MOORE COUNTY BOARD OF COMMISSIONERS

(CHAIRMAN)

ATTEST:

Clerk to Board of Commissioners

Agenda Item: V.F.
Meeting Date: 19 July 2016

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: D. Bryan Phillips
DATE: 7 July 2016
SUBJECT: Adoption of Updated By-Laws of Local Emergency Planning Committee
PRESENTER: D. Bryan Phillips

REQUEST:

To request the adoption set of updated By-Laws for the Local Emergency Planning Committee

BACKGROUND:

The committee was known formally known as the Moore County Hazardous Materials Planning Committee. The bylaws for the HMPC were adopted by a majority vote of the Moore County BOC on the 5th day of January 1998. The committee is now required to focus on and all hazards approach versus Hazardous Materials only the bylaws are being updated to reflect these changes and comply with the Emergency Management Performance Grant.

IMPLEMENTATION PLAN:

By-laws approved by County Attorney's office
Consideration of adoption by Moore County BOC

FINANCIAL IMPACT STATEMENT:

RECOMMENDATION SUMMARY:

Make a motion to...adopt the updated Local Emergency Planning Committee By-Laws.

SUPPORTING ATTACHMENTS:

Old By-Laws Moore County Hazardous Materials Planning Committee
Updated By-Laws Moore County Local Emergency Planning Committee

old

**THE BYLAWS
OF THE
MOORE COUNTY HAZARDOUS MATERIALS PLANNING COMMITTEE**

ARTICLE I

NAME

This organization shall be known as the Moore County Hazardous Materials Planning Committee.

ARTICLE II

PURPOSES

The duties and activities of the MCHMPC are those set forth by the Moore County Board of Commissioners and in accordance with Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA).

1. Establish procedures for reviewing and processing requests from the public for information as required by the Act.
2. Develop a chemical hazard risk analysis.
3. Review and recommend changes to emergency response procedures for off-site emergency response personnel.
4. Identify private/public sector resources available to deal with hazardous materials emergencies.
5. Review emergency plans submitted by the subcommittees of this organization and make recommendations on revisions of the plans that may be necessary to ensure coordination of such plan with emergency response plans of other emergency planning agencies. *Distribute plans to all agencies involved in the response to a hazardous materials incident. The county emergency management coordinator shall maintain a copy of the plan. Review emergency plans submitted by the subcommittees of this organization and hazardous materials facilities and make recommendations on revisions of the plans that may be necessary to ensure coordination of such plan with emergency response plans of other emergency planning agencies. Facility specific plans shall include transportation routes of hazardous materials transported to the facility.*
6. Exercise emergency response plans and update them accordingly.

7. A list of facilities reporting extremely hazardous materials shall be available in the Moore County resource manual.

ARTICLE III

Annually publish a notice in local newspapers that the emergency response plan, material safety data sheets and inventory forms have been submitted and are available for public review in the Moore County Emergency Service office

ARTICLE IV **MEMBERSHIP**

Section I. Members. The MCHMPC shall consist of as many members as shall be deemed necessary by the Moore County Board of Commissioners and as required by Title III of the Superfund Amendments and Reauthorization Act.

Membership to the committee shall consist of one or more representatives of the following and any other group appointed by the Moore County Board of Commissioners:

- Emergency Management
- County Elected Official
- Fire Service Representative
- Law Enforcement Representative
- Health Representative
- Transportation Representative
- Industry Representative
- Community Group Representative
- Public Information Representative
- EMS/ Rescue Representative
- Local Environmental Representative
- Hospital Representative
- Broadcast Print Media Representative

2. All appointments to the committee will be made by the Moore County Board of Commissioners and approved by the North Carolina Emergency Response Commission.

Section II. Inactive Members. Appointed members shall be considered inactive when they missed more than two consecutive committee meetings without notification to the committee chairman of significant reasons why they were unable to attend the meetings.

Section III. Removal of Members. All members of the MCHMPC shall serve at the pleasure of the Moore County Board of Commissioners.

ARTICLE V

OFFICERS

Section I. Named. The officers of the committee shall consist of a chairman, a vice-chairman, and a secretary.

Section II. Election and Term. The Moore County Board of Commissioners shall appoint the chairman of the committee who shall serve at the pleasure of the Board. At the first meeting of the calendar year, the committee shall elect from its own membership a vice-chairman who shall serve for one year. The committee shall elect from its own membership or appoint a secretary from the Emergency Services staff at the first meeting of the calendar year.

Section III. Removal. The vice-chairman or secretary may be removed by the committee whenever, in its judgment, the best interests of the committee will be served thereby.

ARTICLE VI

DUTIES OF THE OFFICERS

Section I. Duties of the Chairman. The chairman shall preside at all meetings of the committee; preserve order during its meeting; appoint all subcommittees, serve as an ex-officio member of such subcommittees; sign all minutes, and such records, vouchers, or other documents connected with the work of the committee requiring such signature. *Appoint an information coordinator to handle all requests from the public or responders for information on file pertaining to hazardous materials.*

Section II. Duties of the Vice-Chairman. In the absence of the chairman or in the event of his inability or refusal to act, the vice-chairman shall perform the duties of the chairman, and when so acting shall have all the powers of the chairman. He shall exercise such other duties as from time to time may be assigned to him by the chairman of the committee.

Section III. Duties of the Secretary. The secretary shall have charge of all books, papers, records and other documents of the committee; shall keep the minutes of all meetings of the committee; shall conduct all correspondence pertaining to the office of the secretary; shall compile statistics and other data as may be required for the use of the members of the committee; and shall perform such other duties as may be directed by the committee.

ARTICLE VII

MEETINGS

Section I. Regular Meetings. Regular meetings shall be held the second Thursday of the first month of each quarter at a time and place to be designated by the Committee. *The Chairperson shall prepare an agenda for meetings and provide each member a copy thereof prior to the meeting date.*

Section II. Special Meetings. Special meetings may be called by the Chairman or upon the request of four members for the transaction of business stated in the call for the meeting. Except in cases of emergency, at least three days notice shall be given.

Section III. Quorum. A quorum shall consist of a majority of committee members. A quorum shall be required for the transaction of business.

Section IV. Agenda. Any member may request the chairman to place an item on the agenda. If the chairman should decline to do so, a member may have such item placed on the agenda by submitting it in writing to the chairman with supporting signatures of three members.

Section V. Rules of Order. The deliberations of all meetings of the committee and its various subcommittees shall be covered by Robert's Rules of Order.

Section VI. Notice of Meetings. Notice indicating time, place, and agenda items considered at each meeting shall be prepared by County staff and given in writing to all members of the committee and the Clerk to the Board of Commissioners of Moore County at least two weeks prior to each meeting. Any matters not appearing on the agenda may be considered upon a favorable vote of a majority of the members present. Notice of special meetings indicating time, place and agenda items shall be given to all committee members and the Clerk to the Board of Commissioners of Moore County in writing at least three days in advance of any special meetings. *At least 48 hours before the time for the special meeting and in accordance with North Carolina General Statutes Section 143-318.12(b), this notice shall be posted at the door of the committee's usual meeting room and mailed or delivered to any person, newspaper, wire service, radio station and television station which has filed a written request for notice with the committee or the Clerk to the Board of Commissioners of Moore County.*

Section VII. *Each regularly scheduled meeting will have time for receiving public comments concerning the emergency plan or other hazardous materials issues. All comments presented by the public during such a meeting shall be considered and a response to the individual comments will be prepared at the subsequent meeting of the Committee and made available to the public upon request.*

ARTICLE VIII

VOTING

Section I. One Vote Each. Each committee member including the chairman, shall be entitled to one vote.

Section II. Proxy Votes. No member shall vote by proxy.

Section III. Abstentions. Members may register their abstention on any vote which shall be reflected in the minutes, and members are encouraged to abstain on matters which pose for them a conflict of interest.

Section IV. Determination of Actions. All final actions, committee positions, or policy recommendation shall require the favorable vote of a majority of those committee members present at a duly called meeting.

ARTICLE IX

AMENDMENTS

These bylaws may be amended or replaced upon the affirmative vote of a majority of the members of the committee present at any regular meeting of the committee. Once approved by the committee, the by-laws amendments must be forwarded by the Chairman to the Moore County Board of Commissioners for approval.

ARTICLE X

RATIFICATION PROVISION

The bylaws are duly adopted by a majority of the members of the committee this 21 day of August, 1997 in Carthage, North Carolina.

The bylaws are duly adopted by a majority of the Board of Commissioners this 5th day of January, 1998 in Carthage, North Carolina

THE BYLAWS OF THE MOORE COUNTY LOCAL EMERGENCY PLANNING COMMITTEE

ARTICLE I

NAME

This organization shall be known as the Moore County Local Emergency Planning Committee (MCLEPC).

ARTICLE II

PURPOSES

The duties and activities of the MCLEPC are those set forth by the Moore County Board of Commissioners in accordance with, but not limited to, Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA).

The MCLEPC shall:

1. Establish procedures for reviewing and processing requests from the public for information under Section 324 of SARA.
2. Develop a chemical hazard risk analysis.
3. Develop emergency response procedures for off-site emergency response personnel.
4. Identify private sector and public sector resources available to deal with hazardous materials emergencies and assist facilities in meeting reporting requirements.
5. Review emergency plans submitted by the subcommittees and make recommendations on revisions of the plans that may be necessary to ensure coordination of such a plan with emergency response plans of other emergency planning agencies.
6. Annually review and update Moore County's emergency response plans.
7. Periodically hold emergency response exercises.

ARTICLE III

MEMBERSHIP

SECTION 1. Members. The MCLEPC shall consist of as many members as are deemed necessary by the Moore County Board of Commissioners, and the North Carolina Emergency Response Commission, in accordance with Title III of SARA with a minimum of eleven (11) members.

1. All appointments to the committee shall be made by the Moore County Board of Commissioners and approved by the North Carolina Emergency Response Commission.

THE BYLAWS OF THE MOORE COUNTY LOCAL EMERGENCY PLANNING COMMITTEE

2. The members of the committee shall have the ability, commitment, authority, and resources to properly function.
3. The committee shall possess or have ready access to a wide range of expertise relating to the community, the industrial facilities and transportation, and the mechanics of emergency response and response planning.
4. The committee shall be representative of all elements of the community with a substantial interest in reducing the risks posed by hazardous materials to include, but not limited to the following:
 - a. Elected State or Local Officials
 - b. Public Health Services
 - c. Public Safety
 - d. Community Groups
 - e. Owners/Operators of EHS Facilities
 - f. Local Media
5. Members shall be at least eighteen (18) years of age.

SECTION 2. Term of Members. The initial members of the committee, other than ex-officio members, shall serve terms of three (3) years. Upon the expiration of the term of the initial members, the Board of County Commissioners shall appoint, at its sole discretion, one-third (1/3) of the members, excluding ex-officio members, to terms of one (1) year, one-third (1/3) to terms of two (2) years, and one-third (1/3) to terms of three (3) years. Subsequently, all members, excluding ex-officio members, shall be appointed for three (3) year terms.

SECTION 3. Ex-Officio Members. The following membership positions are designated as ex-officio members, who shall have no voting rights: County Commissioner Liaison, County Manager, Municipal Managers and/or Mayors. The persons holding ex-officio positions shall be appointed as members for so long as they hold their position. The non-voting members may be called upon for advice during any meeting, may make motions for consideration by the committee, shall participate fully in any discussions and may serve on subcommittees.

SECTION 4. Inactive Members. Appointed members shall be considered inactive when they have missed more than two (2) consecutive committee meetings without notification to the committee Chairperson or staff office of significant reasons why they were unable to attend the meetings.

SECTION 5. Removal of Members. SECTION 2 of ARTICLE III notwithstanding, all members of the MCLEPC shall serve at the pleasure of the Moore County Board of County Commissioners and are subject to removal by the Moore County Board of Commissioners without cause at anytime.

**THE BYLAWS OF THE
MOORE COUNTY LOCAL EMERGENCY PLANNING COMMITTEE**

SECTION 6. Vacancies. Vacancies in memberships of the committee shall be filled by the Moore County Board of Commissioners for the remainder of the unexpired term.

ARTICLE IV

OFFICERS

SECTION 1. Named. The officers of the committee shall consist of a Chairperson, a Vice-Chairperson, and a Secretary.

SECTION 2. Election and Term. The Chairperson shall be appointed by the Moore County Board of Commissioners who shall serve at the pleasure of the Board or until death, resignation, retirement, removal, disqualification, or his successor has been appointed. In the event of a vacancy of the Chairperson, the Board of County Commissioners shall appoint a successor at the earliest regularly scheduled Board meeting following the creation of the vacancy. At the first meeting of the calendar year, the committee shall elect from its own membership a Vice-Chairperson and a Secretary. The Vice-Chairperson shall serve for a term of one year. The Secretary shall serve for a term of one year. The Secretary shall be a fulltime employee of Moore County, and either an Administrative officer or Member of the Public Safety.

SECTION 3. Removal. The Vice-Chairperson and Secretary may be removed by the committee whenever, in its judgment, the best interests of the committee will be served thereby.

ARTICLE V

DUTIES OF THE OFFICERS

SECTION 1. Duties of the Chairperson. The Chairperson shall preside at all meetings of the committee, preserve order during its meetings, appoint all subcommittees, serve as an ex-officio member of such committees, and sign all minutes, and such records, vouchers, or other documents connected with the work of the committee requiring such signature. The Chairperson shall serve as the Public Information Coordinator of the MCLEPC and work in direct coordination with the Public Information Officer for the Moore County Board of Commissioners.

SECTION 2. Duties of the Vice-Chairperson. In the absence of the Chairperson or in the event of his inability or refusal to act, the Vice-Chairperson, unless otherwise determined by the committee, shall perform the duties of the Chairperson, and when so acting shall have all the powers of the Chairperson. He shall exercise such other duties as from time to time may be assigned to him by the Chairperson of the committee.

SECTION 3. Duties of the Secretary. The Secretary shall have charge of all books, papers, records, and other documents of the committee; shall keep the minutes of all meetings of the

**THE BYLAWS OF THE
MOORE COUNTY LOCAL EMERGENCY PLANNING COMMITTEE**

committee and the executive board thereof; shall conduct all correspondence pertaining to the office of the Secretary; shall compile statistics and other data as may be required for the use of the members of the committee; and shall perform such other duties as may be directed by the committee or by the executive board.

ARTICLE VI

STAFF

The committee may use the personnel of an existing agency with the approval of the agency's head. The committee shall have no permanent staff.

ARTICLE VII

MEETINGS

SECTION 1. Regular Meetings. The committee shall meet at least quarterly for regular meetings. The Chairperson shall prepare an agenda for meetings and provide each member a copy thereof prior to the meeting date.

SECTION 2. Special Meetings. The Chairperson may call such special meetings as may be deemed necessary to carry out the duties of the committee. Upon the written request of at least four (4) members, the Chairperson shall call a meeting within seventy-two (72) hours.

SECTION 3. Hearings. The committee shall hold such hearings as it may deem necessary and desirable at such times and places as may be determined by a majority vote of the committee in regular meetings in accordance with Sec. 324 of SARA.

SECTION 4. Quorum. A quorum shall consist of one-half plus one of voting committee members. A quorum shall be required to transact business.

SECTION 5. Agenda. Any member may request that the Chairperson place an item on the agenda. If the Chairperson declines to do so, a member may have such item placed on the agenda by submitting it in writing to the Chairperson with supporting signatures of three (3) other members.

SECTION 6. Rules of Order. Except as set out in these Bylaws, the deliberations of all meetings of the committee and its various subcommittees shall be governed by the Rules of Procedure for the Board of County Commissioners of Moore County, North Carolina, as adopted November 18, 2014, or as may be amended from time to time. In the event the existing Rules of Procedure do not cover a specific point, the Robert's Rules of Order shall control.

THE BYLAWS OF THE MOORE COUNTY LOCAL EMERGENCY PLANNING COMMITTEE

SECTION 7. Notice of Meetings. The notice of the time, place, and agenda items to be considered at each regularly scheduled meeting shall be given in writing to all members of the committee and to the Clerk of the Moore County Board of Commissioners at least one (1) week prior to each regularly scheduled meeting by the Secretary. All notices and agenda items shall at all times be in conformity with Article 33C of Chapter 143 of the North Carolina General Statutes. Items not appearing on the agenda may be considered upon a favorable vote of a two-thirds (2/3) majority of the members present and voting. Notice of special meetings and intended agenda items shall be given to all committee members and to the Clerk to the Moore County Board of Commissioners in writing at least forty-eight (48) hours in advance of any special meetings. When necessary, emergency meetings shall be called in conformity with Article 33C of Chapter 143 of the North Carolina General Statutes.

SECTION 8. Public Comments. The committee shall receive public comments at any of its meeting per the same Public Comment Policy as adopted by the Board of Commissioners.

ARTICLE VIII

VOTING

SECTION 1. One Vote Each. Each committee member, including the Chairperson, shall be entitled to one (1) vote.

SECTION 2. Proxy Votes. No member shall vote by proxy.

SECTION 3. Abstentions. Members may register their abstention on any vote, which shall be reflected in the minutes.

SECTION 4. Determination of Actions. All final actions, committee positions, or policy recommendations shall require the favorable vote of the majority of those committee members present at a duly called meeting.

ARTICLE IX

REPORTS AND RECOMMENDATIONS

SECTION 1. Annual Report. By February 1st of each year, the committee shall make a report describing its activities for the preceding calendar year to the Chairperson of the Moore County Board of Commissioners.

SECTION 2. Review of Draft Reports. A draft of any proposed annual report shall be circulated to all members of the committee at least (30) days prior to consideration by the full committee at a regularly scheduled meeting.

THE BYLAWS OF THE MOORE COUNTY LOCAL EMERGENCY PLANNING COMMITTEE

SECTION 3. Issuance of Reports. No reports of any kind shall be released in the name of the committee unless and until it has been duly adopted by a favorable vote of a majority of the members of the committee present and voting at the meeting when the report is considered.

SECTION 4. Ordinances/Resolutions Recommendations. The committee may address matters regarding ordinances and resolutions to be endorsed by the committee in between regularly scheduled meetings. This may be accomplished by means of telephone conferences provided the requirements of N.C.G.S. 143-318.13(a) are met. In the event that the committee is divided into smaller groups to accommodate the logistical requirements of telephone conferencing, the committee Chairperson shall be a party to each conference.

ARTICLE X

REQUESTS FOR INFORMATION

Request for information concerning MCLEPC activities and/or reports shall be directed to the Clerk to the Moore County Board of Commissioners.

Request for plans, procedures, or other response documents shall be directed to the Moore County Director of Public Safety. Documents containing sensitive public security information may be redacted as per the approval of the Moore County Attorney.

General Statute 132-1.7. Sensitive public security information.

- (a) Public records, as defined in G.S. 132-1, shall not include information containing specific details of public security plans and arrangements or the detailed plans and drawings of public buildings and infrastructure facilities.
- (b) Public records as defined in G.S. 132-1 do not include plans to prevent or respond to terrorist activity, to the extent such records set forth vulnerability and risk assessments, potential targets, specific tactics, or specific security or emergency procedures, the disclosure of which would jeopardize the safety of governmental personnel or the general public or the security of any governmental facility, building, structure, or information storage system.
- (c) Information relating to the general adoption of public security plans and arrangements, and budgetary information concerning the authorization or expenditure of public funds to implement public security plans and arrangements, or for the construction, renovation, or repair of public buildings and infrastructure facilities shall be public records. (2001-516, s. 3; 2003-180, s. 1.)

**THE BYLAWS OF THE
MOORE COUNTY LOCAL EMERGENCY PLANNING COMMITTEE**

ARTICLE XI

AMENDMENTS

These By-Laws may be amended or replaced upon the affirmative vote of a majority of the members of the committee at any regular meeting of the committee; provided that any proposed changes have been circulated to all members 30 days prior to any action thereon. No amendment or replacement of these By-Laws shall be effective unless and until approved by the Moore County Board of County Commissioners.

ARTICLE XII

RATIFICATION PROVISIONS

These By-Laws for the Moore county Local Emergency Planning Committee are duly adopted and approved by the Moore County Board of County Commissioners this the ____ day of _____, 2016, in Carthage, North Carolina and replace all prior versions of the By-Laws.

Approved by the Moore County Board of Commissioners on this day: _____

_____(SEAL)
Chairperson

Clerk to the Board

(COUNTY SEAL)

Agenda Item: V.G.
Meeting Date: July 19, 2016

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Bryan Phillips
DATE: July 13, 2016
SUBJECT: Homeland Security Grant Program MOU for Communications Trailer Upgrade
PRESENTER: Bryan Phillips

REQUEST: Approve for Moore County to enter into a Memorandum of Agreement with the NC Department of Public Safety, Division of Emergency Management for the acceptance of grant funds of \$2859.99 to be utilized for upgrade on communications trailer.

BACKGROUND: The NC Department of Public Safety, Division of Emergency Management has awarded funds in the amount of \$2859.99 to purchase cards and cables for the ACU 1000. The ACU 1000 provides interconnections between different communication systems. The ACU-1000 can simultaneously cross-band two or more different radio networks, connect a radio network to a telephone line (or SATCOM system), or even create a conference call between different radio networks and a caller on the telephone line.

IMPLEMENTATION PLAN: Public Safety Department will utilize funds for cards and cables for the ACU 1000 which will strengthen overall communication capabilities and response to emergencies that may happen within the county.

FINANCIAL IMPACT STATEMENT: Increase in revenue of \$2859.99 and increase in expenditure of \$2859.99 via budget amendment.

RECOMMENDATION SUMMARY:

Make a motion to accept new grant award from NC Department of Public Safety/Division of Emergency Management of \$2859.99, authorize Bryan Phillips to sign said contract, and approve budget amendment. Contract has been approved by County Attorney's office.

SUPPORTING ATTACHMENTS:

Budget Amendment
Homeland Security Grant Program MOU

Fiscal Year 2015/2016

Budget Line Item Number	Budgeted Amount	Increase/ (Decrease)	Revised Budget
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Public Safety - NC Division of Emergency Management/FEMA/US Department of Homeland Security

Revenue	24032010 36177 PS171 Homeland SEC Grant	-	2,860	2,860
Expense	24021010 53937 PS171 Homeland SEC Grant	-	2,860	2,860

Approved this _____ day of _____, 2016

 Nicholas J. Picerno
 Moore County Board of Commissioners

 Laura Williams
 Clerk to the Board

MOA#: 1460
Tax #: 56-6000322
Fund Code: 1502-7A15-35H1 FY14
MOA Amount: \$2,859.99
CFDA #: 97.067

MEMORANDUM OF UNDERSTANDING/AGREEMENT

BETWEEN

THE STATE OF NORTH CAROLINA,

**DEPARTMENT OF PUBLIC SAFETY, NORTH CAROLINA
EMERGENCY MANAGEMENT**

AND

MOORE COUNTY

EMW-2014-SS-00069-S01

- I. PARTIES.** The parties to this Memorandum of Understanding/Agreement (hereinafter referred to as “MOA” or “Agreement”) are the State of North Carolina, Department of Public Safety, North Carolina Emergency Management and Moore County.
- II. AUTHORITY.** This Agreement is authorized under the provisions of: 1) Public Law 112-74, The Department of Homeland Security Appropriations Act, 2014 (Pub. L. No. 113-76); The 9/11 Commission Act of 2007; 3) Public Law 107-56, (6 U.S.C. § 101 et seq.), the USA Patriot Act of 2001; 4) Public Law 107-296, the Homeland Security Act of 2002; 5) Public Law 109-295, The Post-Katrina Emergency Management Reform Act of 2006, 6 U.S.C. 752(c); 6) the implementing recommendations or regulations of each Act or Law, if any; 7) the U.S. Department of Homeland Security, FY 2014 Homeland Security Grant Program (HSGP) Funding Opportunity Announcement (FOA) available at: http://www.fema.gov/media-library-data/1395161200285-5b07ed0456056217175fbdee28d2b06e/FY_2014_HSGP_FOA_Final.pdf FOA Number DHS-14-GPD-067-000-01; 9) applicable Grants Programs Directorate (GPD) Information Bulletins available at <http://www.fema.gov/grants/grant-programs-directorate-information-bulletins>; and 10) the N.C. Emergency Management Act, Chapter 166A of the North Carolina General Statutes.
- III. PURPOSE.** The purpose of this Agreement is to establish responsibilities and procedures to implement the terms of the U.S. Department of Homeland Security (DHS) FY 2014 Homeland Security Grant Program (HSGP). A copy of the complete federal grant instructions is available at: http://www.fema.gov/media-library-data/1395161200285-5b07ed0456056217175fbdee28d2b06e/FY_2014_HSGP_FOA_Final.pdf.

This Agreement is to set forth terms by which the State of North Carolina, Department

of Public Safety, North Carolina Emergency Management (Grantee), shall provide FY 2014 Homeland Security Grant Funding to Moore County (Sub-grantee) to purchase Technical Rescue Protective Equipment that will enable Sub-grantee to prevent, protect against, respond to, mitigate, and recover from potential acts of terrorism and other hazardous or catastrophic events.

IV. BACKGROUND. The Department of Homeland Security (DHS), through the Federal Emergency Management Agency (FEMA) Grants Program Directorate, in accordance with the authorities listed herein, created the FY2014 Homeland Security Grant Program, FOA Number DHS-14-GPD-067-000-01. This program was established to implement objectives addressed in a series of post-9/11 laws, strategy documents, plans, and presidential policy directives, including Presidential Policy Directive-8 (PPD-8) and the National Preparedness Goal (NPG), copies of which are available at: <http://www.fema.gov/learn-about-presidential-policy-directive-8>.

The Grantee and Sub-grantee enter into an arrangement by which the Grantee will provide Federal reimbursement funding to the Sub-grantee for the purchase of Message Boards.

V. RESPONSIBILITIES.

a. The State of North Carolina, Department of Public Safety, North Carolina Emergency Management shall:

- (1) Provide reimbursement to the Sub-grantee for the cost of Technical Rescue Protective Equipment, as described in Attachment 1.
- (2) Conduct periodic monitoring visits to the Sub-grantee to maintain grant compliance.
- (3) The performance period for the award to the State of North Carolina, Department of Public Safety, North Carolina Emergency Management, ends on August 31, 2016. Funds allocated for the procurement of equipment must be encumbered and invoices dated on or prior to August 31, 2016.
- (4) Reserves the right to de-obligate any remaining award funds after this agreement's expiration date, or before the expiration date of this agreement should the sub-grantee violate the terms of this agreement or should it become apparent that the sub-grantee will not be able to expend the funds prior to the expiration date of this agreement. Before taking action, the Grantee will provide the Sub-grantee reasonable notice of intent to impose corrective measures and will make every effort to resolve the problem informally.

b. Moore County shall:

- (1) Expend FY 2014 Homeland Security Grant Program funds in accordance with the applicable FY 2014 Homeland Security Grant Program (HSGP) Funding Opportunity Announcement (FOA), the Grant Application

Package, and the Grant Award and Special Conditions documents, incorporated by reference herein, of this MOA for the purchase of Technical Rescue Protective Equipment and the enhancement of all hazard preparedness.

- (2) Utilize State of North Carolina and/or local procurement policies and procedures for the procurement of the Technical Rescue Protective Equipment and conform to applicable State and Federal law and the standards identified in the Procurement Standards Sections of 44 Code of Federal Regulations (CFR) Part 13 and 2 CFR Part 215. Sub-grantee must follow procurement procedures and policies as outlined in the applicable FY 2014 Homeland Security Grant Program (HSGP) Funding Opportunity Announcement (FOA) and the USDHS Financial Management Guide. Sub-grantee shall comply with all applicable laws, regulations and program guidance. Sub-grantee must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements. Administrative and procurement practices must conform to applicable federal requirements. A non-exclusive list of regulations commonly applicable to DHS grants are listed below, codified in the following guidance: 44 CFR Part 13; 2 CFR 215; 2 CFR Parts 225, 220, and 230 (formerly OMB Circulars A-87, A21 and A-122); Federal Acquisition Regulations (FAR), Part 31.2; and OMB Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations"; 28 CFR Part 23 "Criminal Intelligence Systems Operating Policies"; 49 CFR Part 1520 "Sensitive Security Information"; Public Law 107-296, The Critical Infrastructure Act of 2002; Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000 et. seq.; Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et. seq; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794; The Age Discrimination Act of 1975, as amended, 20 U.S.C. 6101 et. seq.; Certifications and Assurances regarding Lobbying 31 U.S.C. 1352, Drug-Free Workplace Act, as amended, 41 U.S.C. 701 et. seq. and Certification Regarding Drug-Free Workplace Requirements, Debarment and Suspension Executive Orders 12549 and 12689 and 44 CFR Part 17 and Certification Regarding Debarment, Suspension and Other Responsibility Matters; Assurances as listed in SF 424B and SF 424D; and Grant Award and Special Conditions documents.
- (3) Submit invoice(s) requesting reimbursement for item(s) received to the NCEM Homeland Security grants manager. Grantee will reimburse Sub-grantee for eligible costs as outlined in the applicable USDHS Program Guidelines and Funding Opportunity Announcements. Sub-grantee must take possession of all purchased equipment and receive any grant-eligible service prior to seeking reimbursement from the grantee. **Subgrantee must submit request for reimbursement within 60 days of payment of invoice.**
- (4) Complete the procurement (s) process not later than August 31, 2016.

- (5) Provide quarterly progress reports to the NCEM Homeland Security grants manager as described in Attachment 2 by the following dates: 15 January, 15 April, 15 July, and 15 October.
- (6) Provide inventory list at project completion phase to the Homeland Security grants manager listing all equipment purchased through the grant.
- (7) Comply with the applicable federal statutes, regulations, policies, guidelines and requirements, reporting requirements and certifications as outlined in the applicable 2014 Homeland Security Grant Program (HSGP) Funding Opportunity Announcement (FOA) and the USDHS Financial Management Guide and Special Conditions documents and FEMA Grant Programs Directorate Information Bulletins. As required in the FY 2014 Homeland Security Grant Program (HSGP) Funding Opportunity Announcement (FOA) and FEMA Grant Programs Directorate Information Bulletin No. 388 dated July 18, 2012, sub-grantee must report all grant-funded equipment that supports defined resource typed capabilities and all training that supports a defined resource typed team using the fields in the FY 2012 Grant-Funded Typed Resource Report. The link to this instrument and a completed example of this report as well as all options available in the drop-down boxes can be found on Attachment 3 of this document. This reporting will include both NIMS typed resources and State and local typed resources. The description and listing of NIMS typed resources can be found at: www.fema.gov/media-library/assets/documents/28973?id=6432 Sub-grantee will specify the number of resources, capability supported, whether it is a NIMS or State/local typed resource, the cost, and whether the resource sustains current capabilities or adds new capabilities. The resources should be reported only after equipment is delivered or after training has occurred and the corresponding grant funds have been expended. The Sub-grantee will include this Typed Resource Report with each cost report submitted for reimbursement.
- (8) Maintain grant management filing system as required in Attachment 4.
- (9) Retain all original records pertinent to this MOA for a period of five years following the date of the closure of the grant award, or audit if required, or longer where required by law. However, if litigation, claim or audit has been initiated prior to the expiration of the five-year period and extends beyond the five year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
- (10) Comply with current federal suspension and debarment regulations pursuant to OMB Circular A-133 which states in pertinent part that “[e]ffective November 26, 2003, when a non-federal entity enters into a covered transaction with an entity at a lower tier, the non-federal entity must verify that the entity is not suspended or debarred or otherwise excluded. Sub-grantee shall be responsible to ensure that it has checked

the federal Excluded Parties List System (EPLS) to verify that contractors or sub-recipients have not been suspended or debarred from doing business with the federal government.”

- (11) Ensure that FY 2014 HSGP funds are not used to support the hiring of any personnel for the purposes of fulfilling traditional public safety duties or to supplant traditional public safety positions and responsibilities.
- (12) Non-supplanting Requirement. Federal grant funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose.
- (13) All materials publicizing or resulting from award activities shall contain this acknowledgement: *“This project was supported by a Federal award from the U.S. Department of Homeland Security, Office of Grants and Training and the North Carolina Department of Public Safety, North Carolina Emergency Management.”* Use of the federal program logo must be approved by DHS. Printed as a legend, either below or beside the logo shall be the words *“100 percent Funded by U.S. Department of Homeland Security.”*
- (14) Sub-grantee shall order, receive, inspect, and stage the equipment and supplies. The purchase or acquisition of any additional materials, equipment, accessories or supplies beyond those identified in this MOA shall be the sole responsibility of Sub-grantee and shall not be reimbursed under this MOA. Sub-grantee shall prominently mark any equipment purchased with grant funding as follows: *“Purchased with funds provided by the U.S. Department of Homeland Security.”*
- (15) Sub-grantee shall maintain an effective property management system that complies with the following requirements. Equipment is defined as tangible, non-expendable property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. Sub-grantee may have property management guidelines that are more restrictive, requiring a unit of equipment with a value of less than \$5,000 to be inventoried; if so, such equipment purchased under this award allocation shall be included in the reports submitted to Grantee.
 - a) Grantee and Sub-grantee shall take a physical inventory of the equipment. The EM Sub-grantee Equipment Inventory Report, Cost Reports with backup documentation, Certificate of Title, Site Visit Report and any other Sub-grantee reports or inventory reports that include information regarding the grant, vendor, invoice number, cost per item, number of items, description, location, condition and identification number may be used to meet this requirement. Sub-grantee must provide Quarterly Progress Reports until all funds are expended.
 - b) Sub-grantee must ensure adequate safeguards to prevent loss, damage or theft. Sub-grantee shall be responsible for replacing or repairing equipment which is willfully or negligently lost,

- stolen, damaged, or destroyed. Any loss, damage or theft of the property must be investigated and fully documented, and made part of the official project records.
- c) Sub-grantee must ensure adequate maintenance procedures exist to keep the equipment in good condition.
 - d) Disposition Procedures. Sub-grantee may dispose of the equipment when the original or replacement equipment acquired under the grant award is no longer needed for the original project or program. Items with a fair market value of less than \$5,000 may be retained, transferred or otherwise disposed of with prior approval of Grantee and in accordance with applicable program requirements. Items with a current per unit standard federal or fair market value in excess of \$5,000 may be retained, transferred or otherwise disposed of with prior Grantee approval in accordance with disposition requirements in 2 C.F.R. Part 200. Sub-grantee must provide documentation that includes the method used to determine current fair market value.
- (16) The purchase or acquisition of any additional materials, equipment, accessories or supplies, or the provision of any training or exercise beyond that identified in this MOA shall be the sole responsibility of Sub-grantee and shall not be reimbursed under this MOA.
- (17) No indirect or administrative costs will be charged to this allocation award.
- (18) Sub-grantees must utilize equipment as intended in the project proposal form /project detail workbook submitted to NCEM- HLS. Any variation from this intended use must be requested in writing and approved by NCEM- HLS office.
- (19) Each Sub-grantee must have a DUNS Number, prior to any funds being released. DUNS Numbers may be obtained from either of the following web links: www.dnb.com or <http://fedgov.dnb.com/webform>.
- (20) System for Award Management (SAM) registration is required for all applicants. Each Sub-grantee shall ensure that your organization's name, address, DUNS number and EIN are up to date in SAM and that the DUNS number used in SAM is the same one used to apply for all FEMA awards. SAM information can be found at <http://www.sam.gov>. Future payments will be contingent on the information provided in SAM; therefore it is imperative that the information is correct.

VI. FUNDING AND COMPENSATION. Grantee will reimburse Sub-grantee for the actual eligible costs incurred for the subject of this grant, **not to exceed Two Thousand, Five Hundred Fifty -nine Dollars and Ninety- nine cents (\$2,859.99)**. Funds will be provided by the State of North Carolina, Department of Public Safety, and North Carolina Emergency Management. The allocation of funds will be from the USDHS FY 2014 Homeland Security Grant Program.

All terms and conditions of this MOA are dependent upon and subject to the allocation of funds from DHS, FEMA and Grantee for the purposes set forth and the MOA shall automatically terminate if funds cease to be available. Allowable costs shall be determined in accordance with the applicable U.S. Department of Homeland Security

Program Guidelines, which include, but may not be limited to, the FY 2014 Homeland Security Grant Program (HSGP) Funding Opportunity Announcement (FOA), available at: http://www.fema.gov/media-library-data/1395161200285-5b07ed0456056217175fbdee28d2b06e/FY_2014_HSGP_FOA_Final.pdf, 44 C.F.R. Part 13, 2 CFR Parts 215, 220, and 230, Federal Acquisition Regulations (FAR) Part 31.2, OMB Circulars A-21, A-87, A-122 and A-133 and the U.S. DHS Financial Management Guide available at:

http://www.dhs.gov/xlibrary/assets/Grants_FinancialManagementGuide.pdf.

Allowable costs are also subject to the approval of the State Administrative Agent for the State of North Carolina, the Secretary of the Department of Public Safety.

VII. WARRANTY. Sub-grantee shall hold Grantee harmless for any liability and personal injury that may occur from or in connection with the performance of this MOA to the extent permitted by the North Carolina Tort Claims Act. The parties agree that this Limitation of Liability shall not be construed as a waiver of sovereign immunity by either party. This Agreement does not give any person or entity other than the parties hereto any legal or equitable claim, right or remedy. This Agreement is intended for the sole and exclusive benefit of the parties hereto. This Agreement is not made for the benefit of any third person or persons. No third party may enforce any part of this Agreement or shall have any rights hereunder. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement.

VIII. PROPERTY. All property furnished under this agreement shall become the property of the Sub-grantee. The Sub-grantee shall be responsible for the custody and care of any property furnished for use in connection with the performance of this agreement. Grantee will not be held responsible for any equipment purchased by Sub-grantee.

IX. COMMUNICATIONS AND POINTS OF CONTACT

To provide consistent and effective communication between the Sub-grantee and the Department of Public Safety, North Carolina Emergency Management, each party shall appoint a Principal Representative(s) to serve as its central point of contact responsible for coordinating and implementing this MOA. Grantee contacts shall be Michael A. Sprayberry, Director; Michael Daniska, Deputy Chief, Planning and Homeland Security Section and Callion Maddox, Grant Manager. The sub-grantee signatory shall be Bryan Phillips, Moore County Director of Public Safety, and the point of contact shall be Scot Brooks, Emergency Management Deputy Director.

All confidential information of either party disclosed to the other party in connection with the services provided hereunder will be treated by the receiving party as confidential and restricted in its use to only those uses contemplated by the terms of this MOA. Any information to be treated as confidential must be clearly marked as confidential prior to transmittal to the other party. Neither party shall disclose to third parties, the other party's confidential information without written authorization to do

so from the other party. Specifically excluded from such confidential treatment shall be information that: (i) as of the date of disclosure and/or delivery, is already known to the party receiving such information; (ii) is or becomes part of the public domain through no fault of the receiving party; (iii) is lawfully disclosed to the receiving party by a third party who is not obligated to retain such information in confidence; or (iv) is independently developed at the receiving party by someone not privy to the confidential information. In accordance with the FY 2014 Homeland Security Grant Program (HSGP) Funding Opportunity Announcement (FOA), "FEMA recognizes that much of the information submitted in the course of applying for funding under this program, or provided in the course of its grant management activities, may be considered law enforcement sensitive or otherwise important to national security interests. While this information under Federal control is subject to requests made pursuant to the Freedom of Information Act (FOIA), 5 U.S.C. §552 et. seq., all determinations concerning the release of information of this nature are made on a case-by-case basis by the FEMA FOIA Office. The Grantee and NCOI should be familiar with the regulations governing Sensitive Security Information (49 CFR Part 1520), as it may provide additional protection to certain classes of homeland security information."

- X. SUBCONTRACTING.** If the Sub-grantee subcontracts any or all purchases required under this Agreement, Sub-grantee agrees to include in the subcontract that the subcontractor is bound by the terms and conditions of this MOA. Sub-grantee agrees to include in the subcontract that the subcontractor shall hold Grantee harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this MOA. If Sub-grantee subcontracts, a copy of the executed subcontract agreement must be forwarded to the North Carolina Emergency Management. Contractual arrangement shall in no way relieve Sub-grantee of its responsibilities to ensure that all funds issued pursuant to this grant be administered in accordance with all state and federal requirements. Sub-grantee is bound by the terms, conditions and restrictions of the applicable USDHS Program Guidelines and Funding Opportunity Announcement referenced herein.
- XI. SITUS.** This Agreement shall be governed by the laws of North Carolina, and venue for any disputed matters or claims shall be in the Superior Court of Wake County, North Carolina.
- XII. ANTITRUST LAWS.** This Agreement is entered into in compliance with all State and Federal antitrust laws.
- XIII. COMPLIANCE WITH THE LAW.** Sub-grantee shall be wholly responsible for the purchases to be made under this MOA and for the supervision of its employees and assistants. Sub-grantee shall be responsible for compliance with all laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of its business and purchase requirements performed under this MOA, including those of federal requirements and State and local agencies having appropriate jurisdiction and found in the FY 2014 Homeland Security Grant Program (HSGP) Funding Opportunity Announcement (FOA).
- XIV. OTHER PROVISIONS/SEVERABILITY.** Nothing in this Agreement is intended to conflict with current laws or regulations of the State of North Carolina, Department

of Public Safety or Moore County. If any term of this Agreement is found by any court or other legal authority, or is agreed by the parties to be in conflict with any law or regulation governing its subject, the conflicting term shall be considered null and void. The remaining terms and conditions of this Agreement shall remain in full force and effect.

- XV. ENTIRE AGREEMENT.** This Agreement and any exhibits and amendments annexed hereto and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral and written statements or agreements.
- XVI. MODIFICATION.** Modifications of this agreement must be in writing and upon approval of both parties except as modified by official USDHS Federal Grant Adjustment Notice (GAN).
- XVII. TERMINATION.** The terms of this agreement, as modified with the consent of all parties, will remain in effect until **August 31, 2016**. Either party may terminate this Agreement upon thirty (30) days advance written notice to the other party.

Upon approval by USDHS, FEMA and the issuance of the Grant Adjustment Notice, if this MOA is extended, the termination date for the extension will be the date listed in the applicable USDHS Grant Adjustment Notice, incorporated by reference herein, or as established by the State Administrative Agency, whichever is sooner.

If Sub-grantee materially fails to comply with the terms of the award and DHS or Grantee suspends or terminates the grant award in accordance with 44 C.F.R., the applicable FY 2014 Homeland Security Grant Program (HSGP) Funding Opportunity Announcement (FOA) and other applicable authorities, incorporated by reference herein, Sub-grantee shall reimburse the North Carolina Emergency Management for said property.

- XVIII. EXECUTION AND EFFECTIVE DATE.** This Agreement will become binding upon execution of all parties to the Agreement. The terms of this Agreement became effective on September 1, 2014. The last signature shall be that of Gregory Baker, Commissioner—Law Enforcement, North Carolina Department of Public Safety.
- XIX. TERM OF THIS AGREEMENT.** This Agreement shall be in effect from **September 1, 2014 to August 31, 2016**.

IN WITNESS WHEREOF, the parties have each executed this Agreement and the parties agree that this Agreement will be effective as of September 1, 2014.

**N.C. DEPARTMENT OF
PUBLIC SAFETY**

MOORE COUNTY

DocuSigned by:
Michael A. Sprayberry
BY: _____
MICHAEL A. SPRAYBERRY, DIRECTOR
NORTH CAROLINA EMERGENCY MANAGEMENT

BY: _____
BRYAN PHILLIPS, MOORE COUNTY
DIRECTOR OF PUBLIC SAFETY

APPROVED AS TO PROCEDURES:

BY: _____
JAMES J. CHEROKE, CONTROLLER
DEPARTMENT OF PUBLIC SAFETY

DocuSigned by:
William Polk
BY: _____
WILLIAM POLK, ASSISTANT GENERAL COUNSEL
REVIEWED FOR THE DEPARTMENT OF
PUBLIC SAFETY, BY WILLIAM POLK,
DPS ASSISTANT GENERAL COUNSEL, TO FULFILL THE
PURPOSES OF THE US DEPARTMENT OF
HOMELAND SECURITY GRANT PROGRAMS

BY: _____
FRANK L. PERRY, SECRETARY
DEPARTMENT OF PUBLIC SAFETY

THIS MOA WAS PREVIOUSLY APPROVED AS TO FORM BY THE NORTH CAROLINA DEPARTMENT OF JUSTICE FOR THE FY2014 HOMELAND SECURITY GRANT PROGRAM ONLY AND IS SUBJECT TO EXECUTION BY FRANK L. PERRY, SECRETARY OF THE DEPARTMENT OF PUBLIC SAFETY. THIS MOU/MOA SHOULD NOT BE USED FOR OTHER MOUs/MOAs FOR THE STATE HOMELAND SECURITY GRANT PROGRAM FOR OTHER FISCAL YEARS.

Agenda Item: V.H.
Meeting Date: July 19, 2016

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Randy G. Gould, Public Works Director
DATE: July 15, 2016
SUBJECT: Vac Truck Contract
PRESENTER: Randy G. Gould, PE

REQUEST:

Execute the contract for the purchase of a Vac Truck for Public Works.

BACKGROUND:

Moore County Board of Commissioners authorized the purchase of the Vac Truck at their September 15, 2015 Board Meeting.

Moore County Policy requires an executed contract for purchases over \$90,000.

IMPLEMENTATION PLAN:

Authorize contract to be signed.

FINANCIAL IMPACT STATEMENT:

Total Cost of the Vac Truck is \$373,703.10.

RECOMMENDATION SUMMARY:

Make a motion to authorize the chairman to sign the contract with Hi-Vac Corporation for the purchase of the Vac Truck.

SUPPORTING ATTACHMENTS:

Contract

COUNTY OF MOORE

This Contract is made the 19th day of July, 2016, between the County of Moore, a political subdivision of the State of North Carolina (the "County"), and Hi-Vac Corporation, an entity formed under the laws of the State of Ohio (the "Seller").

1. Description of Goods

The Seller will transfer and deliver to the County, and the County, subject to the conditions set forth in this Contract, will take delivery and accept one Aquatech B10 Vacuum Truck meeting the County's specifications (the "Goods"), as provided for in Attachment 1, which is attached hereto and incorporated by reference as if fully set forth herein.

Seller agrees that all Goods must fully conform to this Contract and failure to adhere to any portion, including but not limited to, quantity, quality, and time of performance, will constitute a breach.

2. Time of Delivery

The Seller will deliver the Goods covered by this Contract to the County on or before August 15, 2016. Delivery will be made to Moore County Public Utilities, which is located at 5227 US 15-501 HWY, Carthage, NC 28327. The parties mutually agree that time is of the essence.

3. Payment

The County will pay the Seller \$373,703.10, which includes delivery. Payment will occur within 30 days of delivery of the Goods. The payment amount does not include North Carolina taxes or registration fees, which the County is responsible for.

4. Inspection

The County will have the right to inspect and test the Goods prior to acceptance.

5. Risk of Loss and Title

The risk of loss will pass to the County upon delivery of the Goods. In addition, title to the Goods will pass to the County upon delivery.

6. Dealer Emblems

Decals or markings of any type pertaining to advertising of the dealer are not allowed.

7. Service Requirements

All vehicles must be properly serviced and in first class operating condition when delivered. The Seller is responsible for servicing each vehicle, in addition to any prior factory servicing, as follows:

- a. Complete lubrication;

- b. Check all fluid levels to ensure they are filled to manufacturer's recommended capacity (crankcase, differential, radiator, power steering, transmission, etc.);
- c. A minimum of five (5) gallons of gasoline at time of delivery;
- d. Tires inflated to the correct pressure;
- e. Check to ensure operation of all mechanical and electrical features;
- f. Check to ensure there are no defects in the appearance of the Goods; and
- g. Thorough cleaning, including washing, if necessary.

8. Product Recall

In the event of any recall notice, technical service bulletin, or other important notification affecting the Goods, notice will be provided to the County as provided for under Section 16 of this Contract and the notice will include the Vehicle Identification Number (VIN) of the Goods affected.

9. Waiver

The failure by one party to require performance of any provision of this Contract will not affect that party's right to require performance at any time thereafter or to enforce other remedies available to it by law or under this Contract. In addition, no waiver of any breach or default of this Contract will constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

10. Warranties

The Seller represents and warrants that:

- a. It is a company validly existing, in good standing, and qualified to do business in North Carolina;
- b. It has the requisite corporate power and authority to execute, deliver and perform its obligations under this Contract;
- c. The Goods comply with all requirements set forth in this Contract;
- d. The Goods are free of defects in title, claims, liens, labor, material or fabrication;
- e. The Goods are suitable for the purposes intended; and
- f. The Goods are of merchantable quality.

11. Default

In the event the Seller defaults by one of the following, the County may, by written notice to the Seller, cancel all or any part of this order or exercise any other remedy allowed under law:

- a. Non-delivery, as required;
- b. Not providing adequate assurance of performance; or
- c. Breaches any term or condition of this Contract,

12. Assignment

This Contract is not assignable by either party, by operation of law or otherwise.

13. Indemnification

To the fullest extent permitted by law, the Seller will indemnify and hold harmless the County, its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects,

attorneys, and other professionals and costs related to court action or arbitration) arising out of or resulting from this Contract or the actions of the Seller, its officials, employees, or contractors under this Contract or under contracts entered into by the Seller in connection with this Contract. This indemnification will survive the termination of this Contract.

14. Governing Law

The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of the State of North Carolina. All actions relating to this Contract will be brought in the General Court of Justice in Moore County, North Carolina.

15. Severability

If any provision of this Contract is held to be void, illegal, unenforceable, or in conflict with any law, the validity of the remaining portions and provisions of this Contract will not be affected.

16. Notices

All notices which may be required by this Contract or any rule of law will be effective when received by certified mail sent to the following addresses:

COUNTY: Randy Gould, Director
Moore County Public Works
P.O. Box 1927
Carthage, NC 28327

SELLER: Hi-Vac Corporation
117 Industry Road
Marietta, OH 45750

17. Non-Exclusive Agreement

The County and Seller acknowledge that this is a non-exclusive agreement. The County may purchase like or similar Goods from other sellers and the Seller may sell like or similar Goods to other buyers.

18. Modification

This Contract can be modified or rescinded only by written agreement of the Parties.

19. Entire Agreement

This Contract and Attachment 1 constitute the entire understanding between the parties and supersedes all prior understandings and agreements, whether oral or written, relating to the subject matter hereof.

20. Headings

Subject headings are for convenience only and will not affect the construction or interpretation of any provision.

The parties have expressed their agreement to these terms by causing this Contract to be executed by their duly authorized officers or agents. This agreement is effective as of the date first written above.

COUNTY OF MOORE

Attest:

Nick J. Picerno, Chairman
Moore County Board of Commissioners

Laura M. Williams
Clerk to the Board

Date: _____

Date: _____

HI-VAC CORPORATION

Attest:

By: _____
Title: _____

By: _____
Title: _____

Date: _____

Date: _____

PREAUDIT CERTIFICATE

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

Finance Officer

VEHICLE SPECIFICATIONS

A. The Goods to be sold by the Seller to the County are as follows, which includes the additional vehicle specifications:

Item	Qty.	Part #	Description	Price (Each)	Total
1	1	B-10	Aquatech model B10 with the following	\$178,675.00	\$178,675.00
	1	NPN	Upgrade to 12 yard debris body	\$7,680.00	\$7,680.00
	1	A215523	80 GPM @ 2500 PSI water system	\$5,102.00	\$5,102.00
	1	A340407	ROOTS model 827 (4200 CFM)	\$15,586.00	\$15,586.00
	1	A215555-22	Unloader valve - Rear reel	\$5,250.00	\$5,250.00
	1	A175271-3-C	Sewer hose ,1" X 800',Cobra,3000 PSI	\$1,585.00	\$1,585.00
	1	A239936-PATS	Lateral cleaning kit with hydraulic power reel with 200' X 1/2" sewer hose	\$5,683.00	\$5,683.00
	1	A382557-6	Provision split screen system, manhole & back up	\$2,301.00	\$2,301.00
	2	A000403	Strobe light on unit	\$733.00	\$1,466.00
	1	A000404	Strobe light on chassis cab	\$1,028.00	\$1,028.00
	3	A220180	Limb guard for standard strobe	\$252.00	\$756.00
	1	A383168-1	Strobe lights in front grill	\$1,083.00	\$1,083.00
	1	A380713	Strobe linear	\$2,070.00	\$2,070.00
	1	A120395-5	LED light board, installed on unit	\$1,960.00	\$1,960.00
	5	A120401	Flood light LED (Specify desired location)	\$305.00	\$1,525.00
	1	A120111-LED	50 50' retractable cord & LED spotlight	\$425.00	\$425.00
	1	A130572-4	1/2" low pressure hose reel -100' cap. Spring retracted (no hose)	\$2,500.00	\$2,500.00
	1	A131629-100	1/2" x 100' hose assembly with fittings	\$925.00	\$925.00
	1	A130575	1/2" high pressure hose reel -100' cap. Spring retracted (no hose)	\$2,500.00	\$2,500.00
	1	A130592-100	High pressure hand gun kit w/ 100' x 1/2" hose, no reel	\$1,775.00	\$1,775.00
	1	A130641-2	12 Yard internal tank flusher	\$2,500.00	\$2,500.00
	1	A338837	Dual floor flusher all body sizes	\$2,650.00	\$2,650.00
	1	A245901-4	Debris tank vibrator	\$3,750.00	\$3,750.00
	1	A383990-2	Decant hose with quick connect and cap	\$500.00	\$500.00
	1	A243924-1	Access steps - tank top	\$385.00	\$385.00
	1	A381531-1	Remote lubrication manifold	\$6,500.00	\$6,500.00
	1	A180555-S	60"Wx24"Dx24"H aluminum tool box w/ shelf	\$1,590.00	\$1,590.00
	1	A306011	Three vertical tube holder behind cab	\$805.00	\$805.00
	1	A306031	Four vertical tube holder street side, chassis frame mounted	\$823.00	\$823.00
	1	A338664-7	IntelACount digital hose counter	\$4,750.00	\$4,750.00
	1	A383276	Hose reel counter (O-ring type) mounted to reel	\$1,126.00	\$1,126.00
	1	A110452-1	6 way boom control joy stick	\$1,750.00	\$1,750.00
	1	A387082	Omnix wireless remote(14 function)	\$4,950.00	\$4,950.00

Item	Qty.	Part #	Description	Price (Each)	Total
	1	A131402-12V	12V cold weather recirculation package	\$3,800.00	\$3,800.00
	1	A131402	Cold weather recirculation for units with rear reels (reel only)	\$275.00	\$275.00
	3	A131471	Cold weather recirculation for 1/2" hose reel	\$250.00	\$750.00
	1	A220271	Left tow hook	\$125.00	\$125.00
	1	A220281	Right tow hook	\$125.00	\$125.00
	1	A384668-3	Second tiger tail holder under rear splash shield	\$250.00	\$250.00
	1	A221370	Fill line strainer	\$202.00	\$202.00
	1	A384092-2	Water Tank Signage Kit (Customer to Supply Art work)	\$1,750.00	\$1,750.00
	1	A382413-5A382413-5	Splash shield, 1/2 rear door(3 o'clock to 9 o'clock with splash plate) Splash shield, 1/2 rear door(3 o'clock to 9 o'clock with splash plate)	\$1,250.00	\$1,250.00
	1	A385700	Cyclone separator with collection chamber and discharge valve	\$5,715.00	\$5,715.00
	1	A380533-RJ	23 foot extendable boom B series	STANDARD ON B12/1000	\$0.00
	1	A241102-4-DB	L Dual side mounted extension cylinders	STANDARD ON B12/1000	\$0.00
	1	A380712-V	In cab digital scale system	\$6,500.00	\$6,500.00
		A381239	PTO hour meter	\$225.00	\$225.00
		A120002	Back up alarm, 12 volt electric	\$125.00	\$125.00
		A120134	Temp gauge for blower	\$917.00	\$917.00
		A249164-1	Traffic cone holder, (space permitting) NO CONES	\$255.00	\$255.00
		AA383806	Body back-up power system, 12V(in case of hydraulic failure)	\$2,065.00	\$2,065.00
		A383970	Aluminum intake tube 8" X 6' Ball & Socket	STANDARD ON B12/1000	\$0.00
		A383965	Extension tube 8" X 7' Ball & Socket	STANDARD ON B12/1000	\$0.00
		A383965	Extension tube 8" X 7' Ball & Socket	\$435.00	\$1,740.00
		A384071	8" x 3' fluidizer nozzle Ball & Socket	\$390.00	\$390.00
		A176150	25' fill hose	\$151.00	\$151.00
		ES-Kit	Safety kit (5 lb extinguisher-Triangle kit-first aid kit)	\$332.00	\$332.00
			NON CONTRACT ITEMS:		
	1	WS-1/2-J	1/2" Warhog w/ball joint	\$1,134.40	\$1,134.40
	1	60.050	1/2" ENZ chisel point, Dia. 1.14"	\$301.50	\$301.50
	1	RN50B-1-6054	1/2" RN style nozzle - setup for 22 GPM @ 2000 PSI w/1F, 6R	\$62.00	\$62.00
	1	WGRP-PKG	1" Warhog Magnum nozzle with pulling head	\$2,830.00	\$2,830.00
	1	60.100	1" ENZ chisel point nozzle	\$445.50	\$445.50
	1	30.100	1" Standard nozzle, Dia. 1.89"	\$391.50	\$391.50
	1	83-FUD	1" Ultimate penetrator	\$373.50	\$373.50

Item	Qty.	Part #	Description	Price (Each)	Total
	1	90-FUD	1" Shamrock-et - setup for 80 GPM @ 2000 PSI	\$478.80	\$478.80
Total List					\$305,168.20
NJPA Discount					-\$29,915.10
2016 Freightliner 108SD Per Included Specifications					\$93,950.00
3-Day Onsite Training					\$2,500.00
Deliver					\$2,000.00
Total					\$373,703.10

B. This Contract is issued pursuant to the contract between the National Joint Powers Alliance (“NJPA”) and the Seller as part of the NJPA’s Cooperative Purchasing Program, which is identified as Contract #022014-HVC resulting from RFP #022014. Except where different terms are provided for by this Contract, the Seller is bound by the terms and conditions of the contract with the NJPA in the performance of this Contract, which includes, but is not limited to, the provision of the same services and warranties.

Agenda Item: VI . A .
Meeting Date: July 19, 2016

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Misty Randall Leland, County Attorney
DATE: July 11, 2016
SUBJECT: Economic Development Incentive – CALL TO Public Hearing

REQUEST:

Request is hereby made for the Moore County Board of Commissioners to hold a public hearing on August 16, 2016 at 5:30PM to consider entering into an economic development agreement with Reliance Packaging, LLC.

BACKGROUND:

Reliance Packaging, LLC, is an entity operating in the Town of Aberdeen and which was considering relocating to another state. In 2014, Pat Corso, Executive Director of Moore County Partners in Progress, approached the County concerning an economic development incentive grant that involved the One NC Fund, which would help retain Reliance, provide for Reliance making \$3.5 million in capital investments within the County, and provide for Reliance hiring 48 new employees making no less than the County's average wage standard as determined by the North Carolina Department of Commerce.

The One NC Fund grant, which has already been entered into between the State and Reliance, is in an amount not to exceed \$52,000 and requires a dollar for dollar match. As its portion of the match, the Town of Aberdeen has entered into an economic development incentive grant with Reliance in an amount not to exceed \$24,997.

As was presented to the County in 2014, the County's portion of the One NC Fund grant match will be in an amount not to exceed \$27,003. These funds are proposed to be paid out in amounts equal to a percentage of ad valorem taxes paid by Reliance throughout the term of the agreement.

IMPLEMENTATION PLAN:

None

FINANCIAL IMPACT STATEMENT:

In exchange for \$27,003 paid by the County over five years, Reliance will make \$3.5 million in capital investments within the County and hire 48 new employees making no less than the County's average wage standard as determined by the N.C. Department of Commerce.

RECOMMENDATION SUMMARY:

Make a motion to call for a public hearing on August 16, 2016, at 5:30PM to consider entering into an economic development agreement with Reliance Packaging, LLC.

SUPPORTING ATTACHMENTS:

1. Legal Notice

NOTICE OF PUBLIC HEARING

The County of Moore proposes to appropriate and expend County funds for an economic development incentive pursuant to North Carolina General Statute § 158-7.1. The Moore County Board of Commissioners will consider entering into an economic development agreement with Reliance Packaging, LLC, in which, in exchange for Reliance remaining in the County, making \$3.5 million in capital investments, and hiring 48 new employees making no less than the County's average wage standard, the County will provide Reliance with an economic development incentive in an amount not to exceed \$27,003. The incentive will be spread out over five years and paid in amounts equal to a percentage of ad valorem taxes paid by Reliance each year throughout the term of the agreement.

The Moore County Board of Commissioners will hold the public hearing on the County's proposed appropriation and expenditure of funds for the agreement with Reliance Packaging, LLC, at 5:30PM on Tuesday, August 16, 2016, at a Regular Meeting of the Board of Commissioners, in the Commissioners' Meeting Room, located at the Historic Courthouse in Carthage, NC.

MEMORANDUM TO THE BOARD OF COMMISSIONERS

FROM: Debra Ensminger
Planning & Transportation Director

DATE: June 22, 2016

SUBJECT: Conditional Use Permit Request: Solar Collector Facility,
Commercial (“Pinesage” – NC Hwy 211)

PRESENTER: Debra Ensminger

REQUEST

Pinesage Solar Farm, LLC is requesting a Conditional Use Permit to construct a commercial Solar Collector Facility on approximately 33.48 acres of an overall approximately 53.06 acre parcel (ParID 00018479) located north of NC Hwy 211, owned by McDonald Family Farms as identified in Moore County tax records.

This case was properly advertised, a public hearing sign was posted on the property, and all adjacent property owners were notified.

BACKGROUND

- The Board of Commissioners continued this request on June 21, 2016 in order to receive feedback from the Town of Pinehurst.
- Adjacent land uses include single family homes, undeveloped property, a church, and the Pine Forest Planned Unit Development.

IMPLEMENTATION PLAN

Hold the public hearing.

ACTION BY THE PLANNING BOARD

The Planning Board met on May 5, 2016 and unanimously recommended approval on a 6-0 vote.

REQUIRED FINDINGS OF FACT FOR CONDITIONAL USE PERMIT

In considering a Conditional Use Permit, the following Findings of Fact are required:

1. The use will not materially endanger the public health or safety if located where proposed and developed according to plan;
2. The use meets all required conditions and specifications;
3. The use will not substantially injure the value of adjoining or abutting property unless the use is a public necessity;
4. The location and character of the use, if developed according to the plan as submitted and approved, will be in harmony with the area in which it is to be located and will be in general conformity with the approved Moore County Land Use Plan.

The applicant submitted a letter summarizing the findings of fact, which is attached.

APPLICATION REVIEW COMMENTS

The proposed site plan meets all Unified Development Ordinance requirements. In addition to the minimum requirements, the applicant has elected to install the Type 3 Screening Buffer along the front and side property lines as illustrated on the site plan. Staff also recommends the additional condition, as agreed upon by the applicant, that should the Zoning Administrator, Building Inspector, Environmental Health, the Fire Marshal, or NCDOT identify minor changes staff shall be authorized to accept such minor modifications to site plan as necessary.

FINANCIAL IMPACT STATEMENT

No financial impact to the County's FY 2016-2017 budget.

RECOMMENDATION

Staff recommends the Moore County Board of Commissioners make the following motion:

Motion: Make a motion to approve/deny the Conditional Use Permit to construct a commercial Solar Collector Facility on approximately 33.48 acres of an overall approximately 53.06 acre parcel (ParID 00018479) located north of NC Hwy 211, owned by McDonald Family Farms with the provided conditions, as proposed.

ATTACHMENTS

- Land Use Map
- Conditional Use Permit Application
- Submitted Site Plan

Land Use Map



**West Pines
Middle School**

Pineforest PUD

**Single family
homes**

**Single family
homes**

Church

**Undeveloped
(former NCDOT
construction site)**

**Single family
homes**

TAYLORTOWN

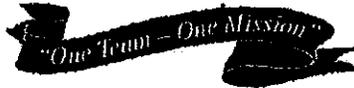
NC 211 HWY

Church

PINEHURST

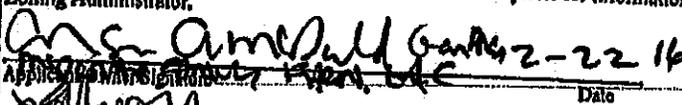
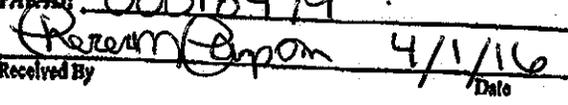


PLANNING & COMMUNITY DEVELOPMENT



PO. Box 605
 1048 Carriage Oaks Drive
 Carthage, NC 28327
 Planning: 810.917.5010
 Central Planning: 810.917.2221
 Fax: 810.917.1303
 www.moorecountync.gov

Conditional Use Permit Application

Application Date: February 22, 2016			
Location/Address of Property: 7353 NC 211 West End, NC 27876			
Applicant: Pinesage Solar Farm, LLC		Phone: 407-916-6496	
Applicant Address: 4150 St. Johns Parkway Ste 1000		City: Sanford	St: FL Zip: 32771
Owner: McDonald Family Farms, LLC		Phone: 910-696-6652	
Owner Address: 3288 NC 73 Highway PO Box 349		City: West End	St: NC Zip: 27876-0349
Current Zoning District: RA		Proposed Use: Ground Mount Solar Farm	
Comments: The solar farm construction will be required approval from the County and comply with local building codes and setbacks which are enforced and reviewed by local building officials and plan reviewers. A fence will be installed around the facility to keep safe from the site. A landscape buffer will be planted where there are no existing natural landscaping to prevent view from outsiders. There is no waste or pollution generated by the site.			
Application Submittal The applicant must submit a complete application packet on or before the submittal deadline. This includes: <input checked="" type="checkbox"/> Completed Moore County Conditional Use Permit Application. <input checked="" type="checkbox"/> Application Fee (\$175). <input checked="" type="checkbox"/> Postage sufficient to notify all adjacent landowners FOR TWO MAILINGS. (One for Planning Board meeting, and one for Board of Commissioners meeting.) The rate for postage FOR EACH CERTIFIED MAIL LETTER is \$6.49. This includes \$3.30 (certified mail) plus \$2.70 (return receipt) plus \$0.49 (first class stamp). <input checked="" type="checkbox"/> A detailed site plan. (See page two of this packet for list of items to include.)			
I (We), the undersigned, certify that all statements furnished in this application are true to the best of my (our) knowledge, and do hereby agree to follow all reasonable requests for information as designated by the County of Moore Zoning Administrator.			
 Applicant/Owner Signature		Date 2-22-16	
Office Use Only PAR ID: 00018479  Received By Date			

March 30, 2016

Theresa Thompson, Senior Planner
Moore County Planning Department
PO Box 905 / 1048 Carriage Oaks Drive
Carthage, NC 28327
Direct: 910-947-4598
Main: 910-947-5010
Fax: 910-947-1303

Re: Pinesage Solar Farm, LLC Application for a Conditional Use Permit to Construct a Solar Collector Facility

Dear Ms. Thompson:

Please accept this letter as the Conditional Use Permit ("CUP") application of Pinesage Solar Farm, LLC ("Pinesage") for a Solar Collector Facility proposed for construction by on approximately 35 acres owned by McDonald Family Farms (the "Solar Farm").

The property is located 3000 feet North from the Intersection of NC Highway 211 and Juniper Lake Road toward West End. The Solar Farm is sited on land zoned RA and a Solar Farm is a conditional use. As shown on the enclosed site plan, the Solar Farm will meet all of the applicable development requirements of the Moore County Zoning Ordinance (the "Ordinance"). This proposed use also meets all of the findings required under Section 3.9 of the Ordinance, as summarized below:

1. The proposed use will not materially endanger the health and safety if located where proposed and developed according to plan. The Solar Farm configuration contains no moving parts. The electric components will have an Underwriters Laboratories listing and the Solar Farm will comply with the edition of the National Electrical Code adopted at the time of construction. The Solar Farm will be surrounded by a wire mesh fence with three strand barbed wire on top. Solar panels are designed to absorb rather than reflect light. The Solar Farm will not have any lighting, and no hazardous substances will be utilized on the site.
2. The use meets all required conditions and specifications. The Solar Farm meets all applicable requirements of Sections 9.3.27 of the Ordinance for a Solar Collector Facility. Furthermore, as reflected on the enclosed site plan, the Solar Farm meets or exceeds the screening and set back requirements of Sections 8.2 and 10.2 of the Ordinance.
3. The proposed use will not substantially injure the value of adjoining or abutting property unless the use is a public necessity. The area surrounding the site is largely rural and sparsely developed and the Solar Farm is harmonious with the adjacent uses and neighborhood uses. The Solar Farm will not injure the value of adjoining or abutting property. The Solar Farm panels are located no closer than 800' from the nearest residence and will be screened from view. Furthermore, a Certificate of Public Convenience and Necessity was issued by the North

Carolina Utilities Commission on December 1, 2015.

4. The location and character of the use, if developed according to the plan as submitted and approved, will be in harmony with the area in which it is to be located and will be in general conformity with the approved Moore County Land Use Plan. The area surrounding the site is largely rural and sparsely developed and the Solar Farm is harmonious with the adjacent uses and neighborhood uses. The Solar Farm is a low intensity use which maintains the existing wetland areas and is compatible with the proposed greenway trail adjacent to the site. The Solar Farm presents no potential hazardous waste. The facility is located approximately 1400' from Route 211 will be screened. The production of electricity is virtually silent, with any noise from the inverters dissipating to background levels at the fence line of the Solar Farm. The traffic resulting from the solar project will be less than that of a single family home. The Solar Facility is in general conformity with the County's land use plan which specifically encourages development of alternative energy systems in areas that minimize the adverse impacts to prime agricultural lands and public water supply watersheds.

We understand this CUP application will be considered by the Planning Board on May 5, 2016 meeting and by the County Commission on Jun 21, 2016. Thank you again for your assistance, and please call me with any questions about this application.

Sincerely,



Brian Quinlan
Manager
Pine Valley Solar Farm, LLC

February 19, 2016

Theresa Thompson, Senior Planner
Moore County Planning Department
PO Box 905 / 1048 Carriage Oaks Drive
Carthage, NC 28327
Direct: 910-947-4598
Main: 910-947-5010
Fax: 910-947-1303

Dear Theresa Thompson,

Re: UDO compliance Letter

Please accept this letter as an additional condition that the design of Pinesage Solar Farm, LLC project complies with the required standards in UDO Sections 9.3.27-9.3.2714 as listed below.

- 9.3.2701 This type of use excludes any solar panels that are utilized or generating electricity for a residential property.
- 9.3.2702 Facilities shall be restricted to locations within three (3) miles of an existing or proposed electrical substation that can accommodate the proposed electrical production unless certification by a utility supplied engineer, from the utility with which the applicant has an interconnection agreement, establishes that voltage regulators or other devices are present allowing safe, efficient transmission of power over a greater distance. *(Amended Jan. 20, 2015)*
- 9.3.2703 A minimum building setback of fifty (50) feet, where abutting residential property and sixty-five (65) feet from public rights-of-way is required for ground-mounted systems. This excludes any proposed solar collector facility to be installed on an existing or proposed building.
- 9.3.2704 The photovoltaic (PV) panels are to be located and situated so glare does not create a distraction or nuisance to traffic or adjacent residential properties.
- 9.3.2705 Solar components must have a UL listing, or a listing from an alternative testing agency accepted by the local jurisdiction having authority over the project, and must be designed with anti-reflective coating(s).
- 9.3.2706 All construction shall be in compliance with the National Electric Code and North Carolina Building Code.
- 9.3.2707 No structure shall exceed a height greater than twenty-five (25) feet, except for existing poles and overhead wiring. This is measured from finished grade

at the base of the structure to its highest point. This would exclude any roof-mounted solar collection systems.

- 9.3.2708 Roof-mounted panels shall not extend beyond the perimeter of the building on which the system is mounted or constructed. The total height of the solar panels shall not exceed the maximum building height of the underlying zoning district.
- Pitched Roof Systems - For all roof-mounted systems, the elevation must show the highest finished slope of the solar collector and the slope of the finished roof surface on which it is mounted.
 - Flat Roof Systems - For all flat roof applications, a drawing shall be submitted depicting the overall layout of the panels with the distance to the roof edge and any parapets on the building.
- 9.3.2709 All power transmission lines from a ground mounted solar energy system shall be located underground, excluding existing utilities.
 - 9.3.2710 Inverter(s) shall be located a minimum one hundred and fifty (150) feet from any property line or public right-of-way.
- .3.2711 Where facility adjoins property used or zoned for residential purposes and public rights-of-way, a vegetative screen, either planted or naturally wooded area, shall be provided in accordance with §8.2 (Screening Requirements) of this Ordinance.
- 9.3.2712 Access to site must be controlled by a fence at least six (6) feet in height, with 24/7 emergency access. Mechanical equipment and inverter shall be fenced by a minimum six (6) foot fence with 3-strand barbed wire or razor wire or an eight (8) foot fence.
- 9.3.2713 In the event a solar collector facility becomes abandoned, the applicant must provide a way of ensuring the remaining solar infrastructure does not create a hazard to the public.
- a. If the applicant ceases operation of the energy facility or begins, but does not complete, construction of the project, the applicant shall restore the site according to a decommissioning plan approved by the Planning Department.
 - b. The Solar Collector Facility owner is required to notify Moore County immediately in writing upon abandonment or cessation of the solar operation. The owner shall be responsible for the decommissioning of the facility within six (6) months from the date the applicant ceases use of the facility or the facility becomes obsolete. A project is decommissioned when all structures and equipment are removed and the site is restored to its original state.
- 9.3.2714 The electrical disconnect switch shall be clearly identified and unobstructed at all times. The owner must file a map with the Moore County Public Safety Department

depicting where the disconnect switch is located, and supply all emergency contact information to emergency personnel to have on file.

We are excited to have the opportunity to work with Moore County and the to develop the Pinesage Solar Farm, LLC project and deliver clean, renewable solar energy to Duke Energy.

Thank you for your guidance and I appreciate the cooperation of the Planning Department to make this project come to fruition!

Sincerely,

Kyle Campbell
Project Manager

Pinesage Solar Farm, LLC

(407) 915-5436
(772) 643-4553 (cell)

4.996 MWac PV SYSTEM

PV Array:
 Number of PV Modules: 21,360
 Peak Power: 6,621,600 Wp DC
 Module Tilt: 25°
 Module Orientation: South (Az. 180°)
 Leased Area: 38 acres

Impervious Surface Analysis:
 Impervious surface amount, due to access road and inverter pad, exceeds no more than 24% of used land.

Leased Area : 38 Acres
 Impervious Area: 3.07 Acres
 Percentage impervious land: 8.07%

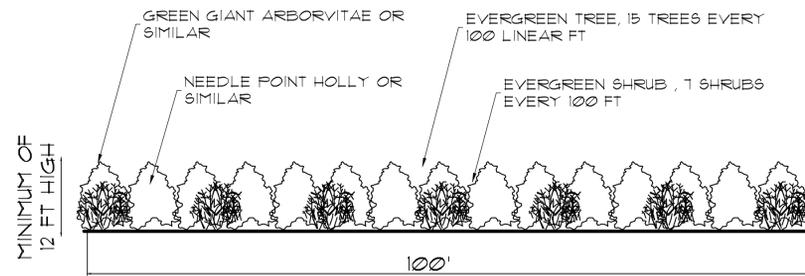
Project Owner:
 Pinesage Solar Farm, LLC
 4150 St Johns Pkwy, Ste 1000
 Sanford, FL 32771

Site Location:
 (35°13'N 79°32'W)

Landscaping Legend:

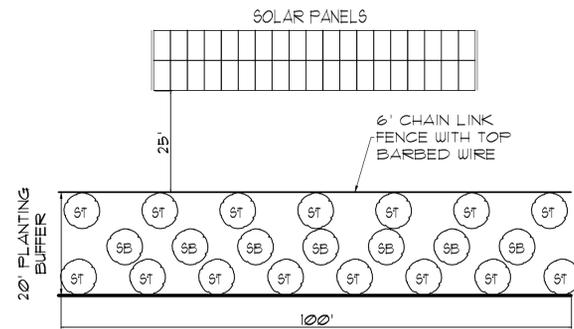


Landscape Type #3



PLANTING LAYOUT TYPE 3, Front view
 (Natural landscaping will be enhanced as necessary to ensure it meets Type 3 requirements)

SCALE 1/150'

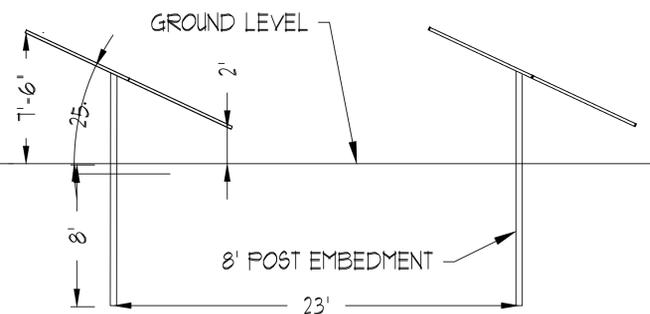


PLANTING LAYOUT, Top view

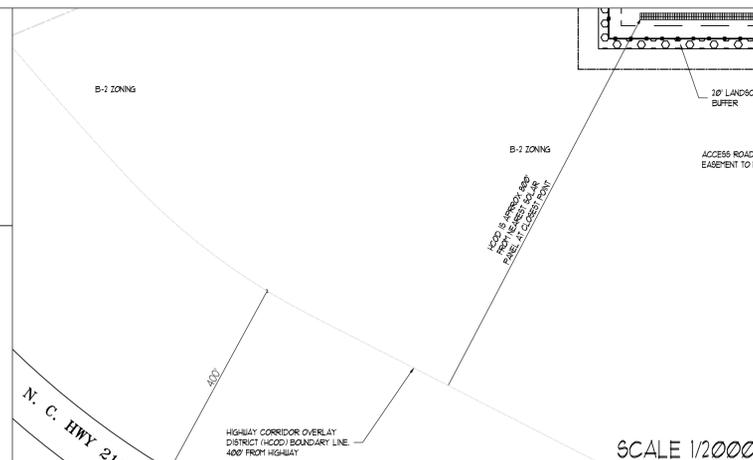
TYPICAL LANDSCAPE PLAN TYPE 3

- 15 evergreen trees and 7 evergreen shrubs per 100 linear feet 20 feet wide. Trees to reach out a minimum height of twelve (12) feet in three (3) years. Shrubs to grow to a height of two (2) feet in two (2) years.
- Setbacks from property line to the fence will be covered with existing vegetation to be used as existing landscape buffer.
- Evergreen Tree: Green Giant Arborvitae or similar.
- Evergreen Bush: Needle Point Holly or similar.
- Natural landscaping will be enhanced as necessary to ensure it meets type 3 requirements

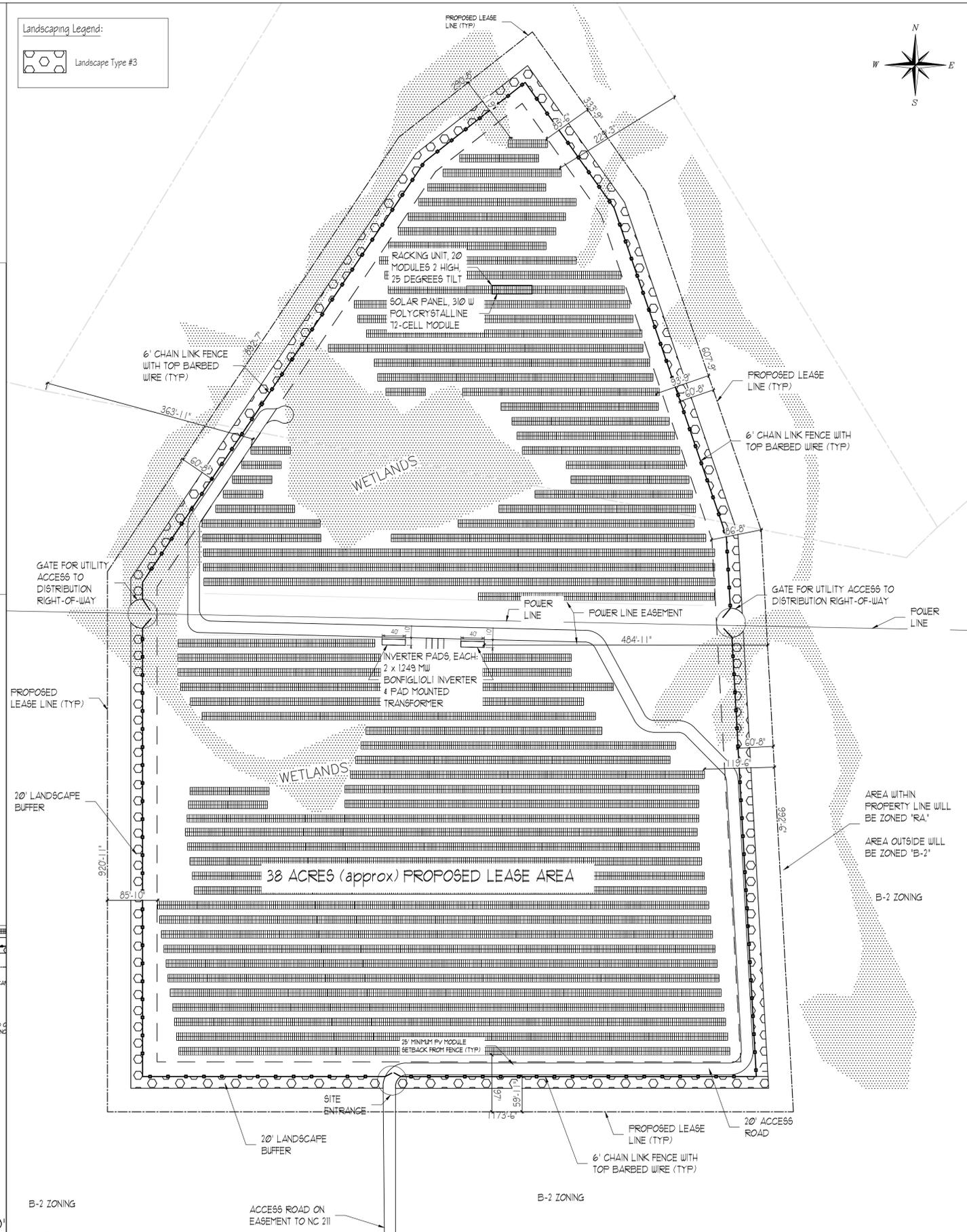
SCALE 1/200'



SCALE 1/50'



SCALE 1/2000'



NOTE	REV.	DATE	REVISION DESCRIPTION	DRW	CHK	APP	REV.	DATE	REVISION DESCRIPTION	DRW	CHK	APP	REV.	DATE	REVISION DESCRIPTION	DRW	CHK	APP	REV.	LEGAL WARNING
PRELIMINARY DEVELOPMENT DRAWING SHEET SIZE AT FULL SCALE: 36" x 24"								09	2016/04/13	UPDATED LANDSCAPE AND PRESENTATION	ML	DC	DC	00	2015/07/24	SITE DEVELOPMENT	DC	DC	DC	THIS DOCUMENT AND THE IDEAS AND DESIGNS INCORPORATED HEREIN ARE THE PROPERTY OF ESA MANAGEMENT SERVICES, PLLC AS PART OF THE INSTRUMENT OF SERVICE. NO OTHER SERVICE AND CANNOT BE USED, IN WHOLE OR IN PART, FOR OTHER PROJECTS WITHOUT THE EXPRESS WRITTEN AUTHORIZATION FROM ESA MANAGEMENT SERVICES, PLLC. IT IS UNLAWFUL FOR ANY PERSON TO ALTER ANY CONTENTS OF THESE DRAWINGS UNLESS THEY HAVE THE APPROVAL OF THE LICENSEE PROFESSIONAL, EXPLICITLY IN WRITING.
								01	2015/07/27	ADJUSTED LAYOUT	DC	DC	DC	01	2015/07/27	ADJUSTED LAYOUT	DC	DC	DC	
								02	2015/08/10	INTERCONNECTION REQUEST	DC	DC	DC	02	2015/08/10	INTERCONNECTION REQUEST	DC	DC	DC	
								03	2015/08/20	SITE DEVELOPMENT	DC	DC	DC	03	2015/08/20	SITE DEVELOPMENT	DC	DC	DC	
								04	2015/08/25	SITE DEVELOPMENT (WETLAND DELINEATION)	SM	DC	DC	04	2015/08/25	SITE DEVELOPMENT (WETLAND DELINEATION)	SM	DC	DC	
								05	2015/08/27	SITE DEVELOPMENT II	JL	DC	DC	05	2015/08/27	SITE DEVELOPMENT II	JL	DC	DC	
								06	2015/09/11	SURVEY UPDATE	SM	DC	DC	06	2015/09/11	SURVEY UPDATE	SM	DC	DC	



ESA MANAGEMENT SERVICES, PLLC
 4150 St. Johns Parkway, Suite 1000
 Sanford, FL 32771 USA
 407.268.6455 tel | 800.755.0801 fax
 Lic: NCF P-1522

REVISION	DRAWN	CHECKED	APPROVED
09	ML	DC	DC

PROJECT NAME: PINESAGE SOLAR FARM, LLC
 ADDRESS: 7353 NC Hwy 211, West End, NC 27376

ENGINEER: DAVID K CLICK
 NC LIC#: 04811

SHEET TITLE: **SITE PLAN**

SCALE: 1:1250
 FORMAT: 24" x 36"
 DRAWING #: **G202**
 DATE: 2016/04/13

MEMORANDUM TO THE BOARD OF COMMISSIONERS

FROM: Debra Ensminger
Planning Director

DATE: June 8, 2016

SUBJECT: Acceptance of the \$100,000 Urgent Repair Program offered by the North Carolina Housing Finance Agency, approve Budget Amendment and execution of documents to implement this grant.

PRESENTER: Debra Ensminger

REQUEST:

This is a request to accept the \$100,000 Urgent Repair Program, approve Budget Amendment; and adopt the Procurement Policy and Assistance Policy as required under the terms of the grant.

BACKGROUND:

The County's 2016 Urgent Repair Program is designed to eliminate threats to the health and human safety of at least 13 qualifying resident homeowners.

The County administered this same program in 2010, 2012, 2013, and is currently within the 2015 version. To date 54 qualified low income homes with 120 residents were served and of the applicants served in these four program years, 88% were disabled and 83% were over the age of 62. Work performed under the 2010, 2012, 2013 and 2015 versions of this program included new and patched roofs, handicap ramps, creating handicapped accessible bathrooms, floor repair, new heating and cooling units and repairs to plumbing and electrical systems.

Grant requirements include a "Post Approval Documentation" packet consisting of a Procurement Policy and Assistance Policy. The county attorney's office has reviewed and approved both policies. Once NCHFPA has accepted these Policies it will convey the final grant funding agreement to the County Manager for signature.

IMPLEMENTATION PLAN:

Follow guidelines for action by deadlines set forth in Assistance Policy.

FINANCIAL IMPACT STATEMENT:

\$5,000 in matching funds committed toward this grant.

RECOMMENDATION SUMMARY:

Make motion to accept the \$100,000 Urgent Repair Program offered to Moore County through the North Carolina Housing Finance Agency. Make a motion to approve the Budget Amendment; and, allow the Chairman to execute the attached Procurement Policy, Assistance Policy, Budget Amendment and any other subsequent documents related to the implementation of the Urgent Repair Program grant.

SUPPORTING ATTACHMENTS:

Procurement Policy, Assistance Policy, Budget Amendment, and Post Approval Documentation

**North Carolina Housing Finance Agency
Urgent Repair Program (URP16)
Post-Approval Documentation**

URP1621	Moore County
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A. Instructions

Your Application for Funding was approved for the requested amount. The numbers in the table in section E below reflect the numbers from your application and represent the required performance standards for your URP16 award. If you agree with the amounts listed, please provide the information and documentation requested below and return this Post Approval Documentation packet to Mike Handley, Manager of Housing Rehabilitation who will serve as your case manager throughout your project. All proposed changes to these performance standards will require Agency approval and should result in no net loss of application rating points.

B. Local Matching Funds (*Attach*)

Your Application for Funding stated that other funds would be available to assist with repairs/modifications of your proposed housing units. Please provide documentation, from the funding source, for each source of local matching funds. The table immediately below summarizes the proposed amount of matching funds according to your application.

Source of Funds	Amount
Matching Local Funds	\$5,000
Total of local matching funds committed to the URP16 project	\$5,000

C. Assistance Policy (*Attach*)

Because URP beneficiaries are not necessarily pre-selected and approved through a public hearing process, it is especially important that URP recipients *adopt* an assistance policy that thoroughly and clearly identifies criteria for eligibility for assistance, and for prioritizing applicants once they have been determined eligible. This policy should be fair, open and non-discriminatory. In addition, other facts, policies and procedures affecting potential applicants and/or recipients of assistance should be spelled out in your assistance policy. **Please submit your proposed Assistance Policy as part of the completed Post Approval Documentation.**

D. Procurement and Disbursement Policies (*Attach*)

URP Recipients must submit a copy of their Procurement Policy that is specific to URP16 and is written in accordance with 24CFR85.36 (for units of local government), or 24CFR84.4 (for non-profit organizations), and a copy of their Disbursement Policy to the Agency for review and approval.

E. Service Area Requirements

The Application for funding was approved based partly on your targets for Program assistance by service area and the percentages of Program funding to be spent in each county within the service area. Your required targets (based on your requested amount), broken out by county, are shown in the table below.

Service Area	Proposed # of Units	Program Funds
Moore County	13	\$100,000
TOTAL	13	\$100,000

F. Bonding/Honesty and Fidelity Insurance Coverage (Attach)

Recipients must submit evidence that honesty and fidelity insurance coverage is available in an amount not less than 50% of your URP16 funding allocation. This must be in the form of a letter from the recipient's insurer identifying the policy by number, the amount of coverage, the effective date, the positions covered by the policy, and containing a statement that NCHFA will be notified in writing if the coverage is discontinued or reduced. For self-insured units of government, the acceptable evidence of insurance will be a letter from the unit's chief financial officer or manager, stating that the unit maintains a self-insurance fund in an amount adequate to provide honesty and fidelity coverage equal to 50% of the URP16 allocation. The letter must state that the recipient will notify NCHFA in writing if the self-insurance is discontinued or reduced to a level that no longer provides the required 50% coverage.

G. Fiscal Year and Audits (Complete this section)

Recipients will be required to submit reports as required under NC State General Statute 143C-6-23 (Non-Government Organizations) or NC State General Statute 159-34 (Units of Local Government)

Fiscal year begins July 1 and ends June 30.

H. Acknowledgement of Audit Compliance Reporting Responsibilities (Attach)

Please have the financial person from your organization, responsible for coordinating the annual audit, complete and sign the enclosed "Audit Compliance Responsibilities" form, acknowledging its receipt. Then, return it with the completed PAD.

I. Organizational Documents (Not Applicable)

1. Recipients who are not units of government must supply copies of their organizational documents, including articles of incorporation, by laws and a listing of all directors, officers and staff.
2. Recipients that are private-nonprofit organizations must forward a notarized copy of their Conflict of Interest policy, in accordance with G.S. 143C-6-23, to the Agency, which addresses conflicts of interest that may arise involving any member of the recipient's management, board of directors or other governing body.
3. Recipients that are private nonprofit organizations must provide a written statement, made under oath and completed by the organizations board of directors or appropriate governing body, stating that the organization does not have any overdue taxes, as defined by G.S. 105-243.1.

J. W9 Tax ID and Direct Deposit (Attach)

1. Enclosed is the Form W-9 Request for Taxpayer Identification Number and Certification. Please complete this form with the requested information and return the completed form with the PAD.
2. Also, enclosed is the form for electronic payments, which will allow for direct deposit of Program funds into your designated checking account. Please complete this form with the requested information and return the completed form with the PAD.

K. Intergovernmental Agreement (Not Applicable)

Please provide a copy of an intergovernmental agreement between your governmental entity and the governmental entity in which you will be providing services under URP16, as required by GS 160-456.

L. Certifications

The Recipient certifies that: 1) there have been no changes in the key personnel or their roles as identified in section III. B of the Application for Funding; or 2) the Recipient has submitted a written request to the Agency indicating the change(s) in personnel and/or their roles accompanied by a detailed resume for each. The Recipient certifies that the information, provided herein and herewith, is complete and accurate and that, if approved by the North Carolina Housing Finance Agency, it will be made part of the Funding Agreement by reference, superseding any conflicting information contained in the original Application for funding without otherwise affecting said Application.

Attest	Authorized Signature
Title	Title
Date	Date

**MOORE COUNTY
ASSISTANCE POLICY
For the 2016 Cycle of the
Urgent Repair Program**

What is the Urgent Repair Program? Moore County has received funding from the North Carolina Housing Finance Agency (“NCHFA”) in the amount of \$100,000 under the 2016 cycle of the Urgent Repair Program (“URP16”). This program provides funds to 1) alleviate housing conditions which pose an imminent threat to the life or safety of very low-income homeowners *defined on page two* with special needs; and/or 2) to provide accessibility modifications and other repairs necessary to prevent the imminent displacement of very low to low-income homeowners *defined on page two* with special accessibility needs, such as frail elderly and persons with disabilities. According to the URP16 Program Guidelines we may spend up to \$8,000 of URP16 funds – depending upon need - for each household served. The number of households that will be served will depend upon the amount of funds spent on each unit. However, a minimum of 13 households will be assisted under URP16.

The Urgent Repair Program objectives are:

- 1) To assist very low to low-income homeowners with special needs (elderly ≥ 62 years of age, handicapped or disabled, single parent, large households (five or more), or households with children who have elevated blood lead levels (between $5\mu\text{g}/\text{dl}$ and $20\mu\text{g}/\text{dl}$), or a military veteran;
- 2) To serve households with urgent repair needs which cannot be met through other state- or federally-funded housing assistance programs; and,
- 3) To enable frail elderly homeowners, and others with physical disabilities to remain in their homes by providing essential accessibility modifications.

This URP16 Assistance Policy describes: 1) who is eligible to apply for assistance, 2) how applications for assistance will be prioritized, 3) the form of assistance, and 4) how the repair/modification process will be managed. The County has designed this URP16 project to be fair, open and consistent with the County’s approved application for funding and with NCHFA’s URP Program Guidelines.

Who is eligible to apply? There are four major requirements to be eligible for URP16 assistance.

- First, the homeowner’s household income must not exceed 50% of the area median income for the household size (*See URP16 Income Limits for Moore County below*)
- Secondly, the applicant must own and occupy the house, current on all property taxes, or have life estate rights and it must be located within the County limits of Moore County.

- Third, the household must qualify as having a special need (e.g. household members must be at least 62 years old, handicapped, disabled, or a single parent with a dependent living at home, or a person who is a military veteran.) Or, the household must have five or more permanent residents, a child below the age of six with an elevated blood lead level of between 5µg/dl and 20µg/dl, or a family member other than the head of the household that is either 62 years old or has a disability.
- Fourth, the house must have urgent repair needs that cannot be met through other state or federally-funded housing assistance programs.

Duplexes and triplexes and the like are not eligible for assistance with this program.

URP16 Income Limits for Moore County

Number in Household	30% of Median (very-low income)	50% of Median (low income)
1	\$12,800	\$21,300
2	\$14,600	\$24,350
3	\$16,450	\$27,400
4	\$18,250	\$30,400
5	\$19,750	\$32,850
6	\$21,200	\$35,300
7	\$22,650	\$37,700
8	\$24,100	\$40,150

Selection of Applicants: The County has devised the following priority system to rank eligible applicants, determine which of them will be selected for assistance and in what order. Under this system applicants will receive points for falling into certain categories of special need and income. The applications will be ranked according to which receive the most points.

However, URP16 Program Guidelines require that at least 50% of the applicants served must have household incomes at or below 30% of the County median income limits for the household size. (see *URP16 Income Limits for Moore County* above).

Priority Ranking System for Moore County's 2015 Urgent Repair Program

Special Needs (for definitions, see below)	Points
Disabled Household Member	8
Elderly Household member (62 or older)	6
Single-Parent Household (with one or more children in home)	4
Large Family (5 or more permanent residents)	6
Elevated Blood Lead Level Child	1
Military Veteran	5

Never Been Served by Moore County	10
Income (See Income Table above)	Points
Less than 30% of County Median Income	9
30% to 50% of County Median Income	3

****NOTE**** *If the household has more than one special need as outlined above then that applicant will receive the allotted points for all applicable categories (e.g. If a household has an elderly household member who is also disabled and has more than 5 permanent residents, that applicant would receive 20 priority points.)*

The reason for rating applications is to ensure that all recipients of assistance are selected by a fair and open process. Also, all recipients of assistance will be chosen without regard to race, creed, sex, color, religion, familial status, or national origin.

Definitions regarding Special Needs’ populations under URP16 are:

- **Elderly:** An individual aged 62 or older.
- **Disabled:** A person who has a physical, mental or developmental disability that greatly limits one or more major life activities, has a record of such impairment, or is regarded as having such impairment.
- **Single-Parent Household:** A household in which one and only one adult resides with one or more dependent children.
- **Disabled or elderly household member (not head of household):** A household that has a household member - that is not the head of the household - who is either elderly or disabled according to the definitions above.
- **Large Family:** A large family household is composed of five or more individuals, where at least four are immediate family members.
- **Elevated blood lead level child:** A child below the age of six that has been tested and determined to have an elevated blood lead level between 5µg/dl and 20µg/dl.
- **Head of Household:** The person or persons who own(s) the house.
- **Household Member:** Any individual who is an occupant (defined below) of the unit to be rehabilitated shall be considered a “household member” (the number of household members will be used to determine household size and all household members - 18 years old or older - are subject to income verification.
- **Occupant:** An occupant is defined as an immediate family member (mother, father, spouse, son/daughter of the head of the household, regardless of the time of occupancy); or non-immediate family member who has resided in the dwelling at least 3 months prior to the submission of the family’s application.
- **Military Veteran:** One who served in the active military, naval, or air service (e.g. Army, Navy, Air Force, Marine Corps, and Coast Guard; as a commissioned officer of the Public Health Service; or as a commissioned officer of the National Oceanic and Atmospheric Administration or its predecessors), and who was discharged or released there from under conditions other than dishonorable.

Form of assistance under URP16? Moore County - through the North Carolina Housing Finance Agency - will provide assistance to homeowners, whose homes are

selected for repair/modification in the form of a loan. Homeowners will receive an unsecured deferred, interest-free loan, forgiven a rate of \$1,000 per year, until the principal balance is reduced to zero.

What is the amount of the loan? The amount of the loan will vary from one applicant to another and will depend on the scope of work necessary to address the identified imminent threats to life and/or safety - and that will be determined by the County's Community Development Staff and ultimately the bids received from the contractors that will do the work. There is no minimum to the amount of the loan; however the maximum life-time limit according to the guidelines of the URP16 program is \$8,000.

What kinds of work will be done? Each house selected for assistance will be repaired/modified to: 1) address imminent threats to the life and/or safety of the occupants of the dwelling unit; and/or 2) to make required accessibility modifications. In all cases these repairs/modifications will be determined by the County's Community Development Staff and disclosed to the homeowner prior to beginning the work.

All repairs completed under URP16 will meet all applicable NC Residential Building Codes.

Please note that the Urgent Repair Program cannot address all the deficiencies with any house. The program is designed and limited to addressing only those determined to be the most immediate or urgent needs.

What about Lead-Based Paint? If your house was built before 1978, there is a good possibility that your home has lead-based paint. Lead is an extreme health hazard for children under 6 years old. If there is a child with an elevated blood lead level between 5µg/dl and 20µg/dl occupying your residence, URP16 funds can assist to eliminate hazard reduction activities such as removing lead containing mini-blinds or replacing doors or windows that have a high concentration of lead-based paint. Since the costs of lead hazard reduction and/or lead-based paint abatement can easily exceed the program maximum cost per unit of \$8,000; it is highly unlikely that URP16 funds will be sufficient in addressing all the needs of a unit with an at-risk child. For that reason, the County's Project Administrator for URP16 will defer work on any unit whose lead-hazard reduction costs exceed the Program maximum of \$8,000/unit until it can be addressed under one of the county's comprehensive housing rehabilitation project grants.

Who will do the work on the homes? The County is obligated under URP16 to ensure that quality work is done at reasonable prices and that all work is contracted through a fair, open and competitive process. To meet these very difficult requirements, the County will conduct a bid which will allow qualified vendors to provide quotes, bids or proposals for the product or services needed. Every reasonable effort will be made to receive at least three quotes, bids or proposals.

All bidding contractors must (1) fill out an application form, listing several references and recent jobs completed, and (2) are required to present proof of liability insurance and,

if required, workers compensation insurance. (Homeowners who know quality rehabilitation contractors that have not been invited to bid are welcome to invite them to attend the public bid.)

A minimum of three contractors will be invited to bid on each job (unless the repair is of an urgent nature and cannot be delayed, then the first available contractor that can successfully and expediently make the repair will be used). When bids are received the award standard will be the lowest responsible, responsive bidder, taking into consideration quality, performance, and the time specified in the bids for the performance of the contract. "Responsive and responsible" means the contractor, 1) that returned an eligible bid by the pre-designated bid due date, 2) who is deemed able to complete the work in a timely manner, and 3) whose bid is within 20% (in either direction) of the County's cost estimate, 4) there is no conflict of interest (real or apparent).

What are the steps in the process, from a application to completion? Now that you have the information about how to qualify for Moore County's 2016 Urgent Repair Program, you may be wondering, "What work can be done?" and "Who will do it?"

The following is a list of the major steps in the process:

1. **Completing an Application Form:** Homeowners who wish to apply for assistance must do so by 4:30 pm on September 9, 2016. Apply by contacting the County's Planning & Community Development Department at (910) 947-5010. If you have applied for housing assistance through the County in the past, a new application is required, as different programs have different application requirements.
2. **Application Rank and Rating:** Applications will be rated and ranked by the County based on the Priority Ranking System as listed on page 2. The households to be offered assistance will be selected by November 1, 2016. Household income will be verified for program purposes only; all income information required by HUD and NCHFA will be kept confidential. If income verification is not received from all applicants and household members over 18 years old by January 13, 2017, that household will be ineligible for assistance. From this review, the thirteen (13) most qualified applicants will be selected, along with fifteen (15) alternates.
3. **Preliminary Assessment:** The County's Community Development Staff will visit the homes of potential recipients to determine the need and feasibility of the home for rehabilitation.
4. **Applicant Information:** Approved applicants will be provided detailed information on assistance, lead hazards, program rehabilitation standards, contracting procedures, the rehabilitation process, the loan documents and conditions. Applicants are encouraged to consult with family members and their legal advisors in order to determine the best course of action for them.
5. **Work Write-up:** The County's Community Development Staff will visit the home again for a more thorough inspection. All parts of the home must be made accessible for inspection, including the attic and crawlspace. The County can

- refuse to serve a home that has not made portions of the home available for inspection. The owner should report any known problems such as electrical short circuits, blinking lights, roof leaks, etc. Community Development Staff will prepare a complete and detailed work specification (known as the “work write-up”). A final cost estimate will be prepared by Community Development Staff and held in confidence until bidding is complete, and award of contract.
6. **Formal agreement:** After approval of the work write-up, the homeowner will sign a Promissory Note that will explain and govern the rehabilitation process. This agreement will define the roles of the parties involved throughout the rehabilitation process. Community Development Staff will present the homeowner with a copy of the work write-up and read it to them. The homeowner will sign an acknowledgement of receipt of the work write-up.
 7. **Bidding:** The work write-up and required list of bid documents will be provided to all contractors whom attend the public pre-bid meeting. Inspections of the property will occur on the day of the pre-bid meetings. Contractors will then have at least a week to prepare bid proposals and complete bid documents before submitting to the county. Each contractor will need access to all parts of the house in order to prepare a bid. A non public bid opening will be conducted at the County Offices at a specified date and time. All bidders and the homeowner will be made aware of the bid award upon request once a contract has been signed by all parties.
 8. **Contractor selection:** Within four weeks of the bid opening after review of bid breakdown and timing factors, a contract for work will be prepared and executed by the contractor, homeowner and the County. This executed contract shall serve as the bid award. Upon bid award, all bidders and the homeowners will be notified of (1) the selection, (2) the amount, and (3) if other than the lowest bidder is selected, of the specific reason(s) for the selection.
 9. **Loan Agreement and Contract Execution:** Loan agreement and contract documents will bind all parties and make the project official. The Rehabilitation contract will be between the contractor and the homeowner, with the County signing as an interested third party. The loan agreement documents will be executed at the same time as the contract and will be between the owner and Moore County.
 10. **Pre-construction conference:** A pre-construction conference will be held between the contractor and program representative to discuss the details of the work to be done. Homeowner will be consulted on Notice to Proceed dates that work best for them. Starting and ending dates will be agreed upon, along with any special arrangements such as weekend or evening work hours and disposition of items to be removed from the home (such as old cabinets, old appliances, etc.) at the pre-construction conference, the County will issue a “Notice to Proceed” formally instructing the contractor to commence by the agreed-upon date.
 11. **Construction:** If appropriate, the contractor will be responsible for obtaining a zoning and building permit for the project before beginning work. The permit must be posted at the house during the entire period of construction. Program staff will closely monitor the contractor during the construction period to make sure that the work is being done according to the work write-up (which is made a

- part of the rehabilitation contract by reference) and in a timely fashion. Moore County Building Inspectors or local jurisdiction Building Inspectors will inspect rehab work for compliance with the State Building Code. The homeowner will be responsible for working with the contractor to protect personal property by clearing work areas as much as possible.
12. **Change orders:** All change orders to the scope of work must be approved by the all parties of the contract and at least two representatives of Moore County, and reduced to writing as a contract amendment (“change order”). If the changes require an adjustment in the loan agreement amount, that amount must be specified in the change order.
 13. **Closeout:** When the contractor declares the work complete, program staff and building inspectors (as necessary) will thoroughly inspect the work. If deficiencies are observed, the contractor will be required to correct them. When the Community Development Staff and the homeowner are satisfied that the contract has been fulfilled, each will sign off and, after receipt of the contractor’s invoice, the final payment will be ordered. The contractor will submit all lien releases prior to the release of the final payment. All material and workmanship will be guaranteed for a one-year period after the date of project completion.
 14. **Post-construction conference:** Following construction, Community Development Staff will meet with the homeowner to review operation and general maintenance of the home with the homeowner. The homeowner will have the opportunity to ask any final questions about work and will be asked to complete a survey about homeowner satisfaction with the work performed.
 15. **Payment:** The contractor is entitled to request one payment at the completion of the contracted work. When a payment is requested, Community Development Staff will inspect the work within five business days. If all items are deemed 100% complete a payment will be issued for the entire contract amount within thirty (30) days of the inspection. Note that contractors must provide Community Development Staff with all owners’ manuals and warranties on equipment before payment can be made. **IMPORTANT: *The homeowner will not be responsible for making payments to the contractor during the repair/modification process.***
 16. **The warranty period:** It is extremely important that any problems with the work that was performed be reported to Community Development Staff as soon as possible. All bona fide defects in materials and workmanship reported within one year of completion of construction will be corrected at no charge to the homeowner.

What are the key dates? If after reading this document you feel that you qualify for this program and wish to apply, please keep the following dates in mind:

- Applications available to the public starting August 1, 2016.
- Applications must be turned in at Moore County’s Planning Department by 4:30 pm on September 9, 2016.
- Households informed of selection status by November 1, 2016.
- Income documents due by January 13, 2017.
- All repair/modification work must be under contract by September 29, 2017.
- All repair/modification work must be completed by October 31, 2017.

How do I request an application? In person, or over the phone, contact:

Moore County Planning Department
PO Box 905
1048 Carriage Oaks Drive
Carthage, NC 28327
910-947-5010

Is there a procedure for dealing with complaints, disputes and appeals? Although the application process and repair/modification guidelines are meant to be as fair as possible, Moore County realizes that there is still a chance that some applicants or participants may feel that they are not treated fairly. The following procedures are designed to provide an avenue for resolution of complaints and appeals.

During the application process:

1. If an applicant feels that his or her application was not fairly reviewed or rated and would like to appeal the decision made about it, he or she should contact the Project Administrator and voice their concern within five days of the date on their letter notifying them of their status under the program. If the applicant remains dissatisfied with the decision, the detailed complaint must be put into writing.
2. A written appeal by the applicant must be made within 10 business days of the initial decision on an application.
3. Moore County will respond in writing to any complaints or appeals within 10 business days of receiving written complaints.

During the rehabilitation process:

1. If the homeowner feels that construction is not being completed according to the contract, he/she must inform the contractor and the Community Development Staff.
2. Community Development Staff will inspect the work in question. If he/she finds that the work is not being completed according to the contract, Community Development Staff will review the contract and the work write-up with the contractor and ask the contractor to remedy the problem.
3. If problems persist, a mediation conference between the homeowner and the contractor may be convened by the Community Development Staff and facilitated by the Project Administrator.
4. Should the mediation conference fail to resolve the dispute, the Project Administrator will render a written final decision.
5. If the Community Development Staff finds that the work is being completed according to the contract, the complaint will be noted and the

Community Development Staff and the homeowner will discuss the concerns and the reason for the Community Development Staff decision.

IMPORTANT NOTE: Do not hesitate to contact the County's Community Development Staff at any time during the process, but please keep in mind that the work involved WILL CAUSE SOME INCONVENIENCE AT TIMES DURING THE REPAIR/MODIFICATION. Repair/modification work in general can be quite stressful. We ask that all recipients of assistance be patient with the workers and any delays that may occur.

Will the personal information provided remain confidential? Yes. All information in applicant files will remain confidential. Access to the information will be provided only to County employees directly involved in the Project, the North Carolina Housing Finance Agency and auditors.

What about conflicts of interest? No officer, employee or other public official of the County, member of the County Board of Commissioner, or entity contracting with the County, who exercises any functions or responsibilities with respect to the URP16 shall have any interest, direct or indirect, in any contract or subcontract for work to be performed with project funding, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. Relatives of these County employees, Board of Commissioner members and others closely identified with the County may be approved for rehabilitation assistance only upon public disclosure before the Board of Commissioners and written permission from NCHFA.

What about favoritism? All activities under the URP16, including rating and ranking applications, inviting bids, selecting contractors and resolving disputes, will be conducted in a fair, open and non-discriminatory manner, entirely without regard to race, creed, sex, color, national origin, familial status, or religion.

Will the program be advertised? Yes. The program will be advertised County-wide by press release, newsletters, letters to the 500+ persons on the Community Development mailing list, and emails to service providers countywide. Referrals will be encouraged from social service agencies, health care providers and county agencies.

Referrals and Client Relations? The County makes Moore County service providers aware of housing rehab opportunities and responds to their clientele and questions. Moore County's Community Development office also works to inform those in need of housing rehab programs outside of county government and also refer clients to other non-housing services. Most applicants will have already been screened for other social and physical needs and referred to service agencies.

Each of the following Agencies will be notified of this Project:

- Moore County Department of Social Services
- Moore County Health Department

- Moore County Senior Enrichment Center
- Moore County Council on Aging
- Local Municipalities within the County
- Weatherization Program (WAP)
- Meals on Wheels
- Moore County Transportation Services
- Veteran's Administration
- Habitat for Humanity
- Independent Living
- American Red Cross
- ARC of Moore
- Legal Aid of NC
- Northern Moore Family Resource Center
- Salvation Army
- Coalition for Human Care

In the event that a client has not already been made aware of other potential benefits that he/she may be eligible to receive the Project's Client Counselor will make verbal referrals as needed and provided printed materials to clients detailing available services.

Who can I contact about this program? Any questions regarding any part of this application or program should be addressed to:

Moore County Planning & Community Development

Carlis P. Sweat
 PO Box 905
 1048 Carriage Oaks Dr.
 Carthage, NC 28327
 (910) 947-5010

Stephanie Cormack
 PO Box 905
 1048 Carriage Oaks Dr.
 Carthage, NC 28327
 (910) 947-5010

This Assistance Policy is adopted this 19th day of July, 2016

Nick Picerno
 Chairman of the Board of Commissioners
 Moore County

Laura Williams
 Clerk to the Board

Moore County

Procurement and Disbursement Policy 2016 URGENT REPAIR PROGRAM

PROCUREMENT POLICY

1. To the maximum extent practical, Moore County (the County) promotes a fair, open and competitive procurement process as required under the North Carolina Housing Finance Agency's Urgent Repair Program (URP). The County will conduct a public bid which will allow qualified vendors to provide quotes, bids or proposals for the product or services needed. Every reasonable effort will be made to receive at least three quotes, bids or proposals.
2. At least three contractors shall be invited to bid on each job and award standard will be the lowest responsible, responsive bidder, taking into consideration quality, performance, and the time specified in the bids for the performance of the contract. "Responsive and responsible" means (a) the contractor is deemed able to complete the work in a timely fashion, (b) the bid is within 20%, in either direction, of the County's cost estimate, and (c) there is no conflict of interest (real or apparent).
3. Although bid packages may be bundled for multiple job sites, the bids for multiple job sites shall be considered separate and apart when awarded and shall be awarded to the lowest responsive and responsible bidder(s) for each job site.
4. Bid packages shall consist of an invitation to bid, work write up(s) and bid sheet(s) for each job.
5. Bids must include a cost-per-item breakdown with line item totals equaling the submitted bid price. Discrepancies must be reconciled prior to a contract being awarded.
6. Any change to the original scope of work must be reduced to writing in the form of a change order to be agreed upon and signed by all parties to the original contract and two representatives of the County. The change order must also detail any changes to the original contract price.
7. No work may begin prior to a contract being awarded and a written "Notice to Proceed" provided to the contractor. In addition, a pre-construction conference shall be held at prior to commencement of repair work.
8. The County reserves the right to reject any or all bids at any time during the procurement process.
9. In the event of a true emergency situation, the County reserves the right to waive normal procurement procedures in favor of more expedient methods, which may include seeking telephone quotes, faxed bids and the like. Should such methods ever become necessary the transaction will be fully documented by noting all parties spoken to, creating a bid tab sheet and indicating the needed work within a service contract.
10. A non public bid opening will be conducted at the County Offices at a specified date and time. All bidders and the homeowner will be made aware of the bid award once a contract has been signed by all parties.

DISBURSEMENT POLICY

1. All repair work must be inspected by: (a) the County's Community Development Staff, and (b) the homeowner, prior to any payment to the contractor. If all work is deemed satisfactory and all other factors and written agreements are in order, payment shall be issued upon presentation of final invoice provided to the contractor, generated by Moore County. *Note that contractors must provide Community Development Staff with all owners' manuals, warranties on equipment and an executed Release of Liens before payment can be made. Contractor should allow 30 days for processing of the invoice for payment.
2. If any of the work is deemed unsatisfactory or does not meet building code, it must be corrected prior to authorization of payment. If the contractor fails to correct the work to the satisfaction of the County's Community Development Staff or local Building Inspector, payment may be withheld until such time the work is satisfactory. (Contractors may follow the County's Urgent Repair Program Assistance Policy if a dispute occurs; however, contractors shall abide by the final decision as stated in the policy).
3. The County assures, through this policy, that adequate funds shall be available to pay the contractor for satisfactory work.
4. All contractors, sub-contractors and suppliers must sign a lien waiver prior to disbursement of final payment.

The Procurement and Disbursement Policies are adopted this the 19th day of July, 2016.

Moore County

BY:

Nick Picerno, Chairman
Moore County Board of Commissioners

ATTEST:

Laura Williams, Clerk
Moore County Board of Commissioners

Fiscal Year 2016/2017

	Budget Line Item Number		Budgeted Amount	Increase/ (Decrease)	Revised Budget
Planning - Appropriate \$5,000 from General Fund's fund Balance for the Local Match and Increase of \$100,000 for the Urgent Repair 2016 Grant.					
Revenue	10019000 32950	Appropriated Fund Balance	252,924	5,000	257,924
Expense	10036056 59910	Transfer to Multi-Year Grant fund	-	5,000	5,000
Revenue	24019000 32955	Transfer from General Fund	460,378	5,000	465,378
Expense	24023018 56284	Urgent Repair 2016 Local	-	5,000	5,000
Revenue	24042018 36279	Urgent Repair 2016	-	100,000	100,000
Expense	24023018 56283	Urgent Repair 2016	-	100,000	100,000

Approved this _____ day of _____, 2016

 Nicholas J. Picerno
 Moore County Board of Commissioners

 Laura Williams
 Clerk to the Board

Agenda Item: VIII.B.
Meeting Date: July 19, 2016

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Debra Ensminger
Planning & Transportation Director

DATE: July 1, 2016

SUBJECT: Interlocal Agreement Building Inspection Services Mutual Aid Agreement
Town of Aberdeen, Town of Southern Pines & Village of Pinehurst

PRESENTER: Debra Ensminger

REQUEST:

A request to approve the interlocal agreement building inspection services mutual aid agreements by and between the County of Moore and the Town Aberdeen, Town of Southern Pines & Village of Pinehurst

BACKGROUND:

During the Board of Commissioners 2016 Winter Retreat staff presented to the Board the need of having a backup plan in place regarding building inspection services with the municipalities who provide this service in the event one of us needed assistance due to staff shortages. Staff reached out to the Town of Aberdeen, Town of Southern Pines & the Village of Pinehurst to consider the adoption of an interlocal agreement for building inspection services. The Towns of Aberdeen, Southern Pines & Village of Pinehurst without hesitation agreed.

The agreement has been adopted and approved by each respective board.

IMPLEMENTATION PLAN:

Mutual Aid Agreement will be effective upon approval and adoption by the Board of Commissioners.

FINANCIAL IMPACT STATEMENT:

Funding allotment within the Planning Department FY 16-17 budget

RECOMMENDATION SUMMARY:

Make a motion to approve to the Interlocal Agreement for Building Inspection Services A Mutual Aid Agreement with the Town of Aberdeen, Town of Southern Pines and the Village of Pinehurst; and authorize the Chairman to sign.

SUPPORTING ATTACHMENTS:

Interlocal Agreements Building Inspection Services a Mutual Aid Agreement (Town of Aberdeen, Town of Southern Pines & Village of Pinehurst)

STATE OF NORTH CAROLINA

COUNTY OF MOORE

INTERLOCAL AGREEMENT FOR BUILDING INSPECTION SERVICES
A MUTUAL AID AGREEMENT

THIS INTERLOCAL AGREEMENT (this "Agreement") is made and entered into the 19th day of January, 2016, by and between the County of Moore (the "County") and the Village of Pinehurst (the "Village").

WHEREAS, the County and the Village desire to provide mutual building inspection services to each other on a continuous, as needed basis, unless otherwise terminated pursuant to this Agreement.

NOW, THEREFORE, BE IT RESOLVED, pursuant to N.C.G.S. 160A-413, the County and Village agree to the following terms and conditions:

1. The Village building inspections' staff is hereby authorized by the County to provide building inspections services on behalf of the County and shall be sworn-in by the Moore County Clerk to the Board as an officer; and
2. The County building inspections' staff is hereby authorized by the Village to provide building inspections services on behalf of the Village and shall be sworn-in by the Village Clerk to the Board as an officer; and
3. All Village staff performing building inspections work for the County shall promptly provide the Moore County Planning and Community Development Director and the North Carolina Department of Insurance with satisfactory proof of all building inspections certifications held by the Village staff and satisfactory proof of any other certifications or licensure requirements necessary to perform building inspections as required by the County; and
4. All County staff performing building inspections for the Village shall promptly provide the Village Manager and the North Carolina Department of Insurance with satisfactory proof of all building inspections certifications held by the Village staff and satisfactory proof of any other certifications or licensure requirements necessary to perform the building inspections work required by the Village; and
5. Both the County and Village mutually agree to compensate the other for satisfactory services provided at a rate of \$45.00 per hour, plus mileage reimbursement at the current IRS rate. The hours of work shall be mutually agreed upon on by both parties. The total amount of compensation for this agreement shall NOT exceed \$2,500.00 annually. This amount shall be paid directly to the respective party (the County or Village) and not to

individual inspectors. Each party shall be responsible for paying the salaries or wages of their own respective staff, including the payment of any and all State or Federal taxes and withholding and continuing education requirements. Each party providing services under this agreement will prepare and mail a detailed invoice to the Finance Director of the other party by the 5th of each month for the services performed in the previous month. Payment for services rendered is due by the 15th of each month following the month of service; and

6. While performing building inspection services for the County, the Village staff shall report to the Moore County Planning and Community Development Director who will be supervising the Village staff while performing services pursuant to this Agreement. The duties of the Village staff shall include building inspections, site plan reviews and all other tasks normally associated with building inspections work. Village staff shall not be responsible for zoning or subdivision code enforcement or for the issuance of zoning permits or subdivision plat approvals, except to the extent such enforcement or approval require the input, consent or review of a building inspector. Village staff shall use vehicles owned by the Village in the course of providing services under this Agreement. The Village will keep a detailed mileage log and bill the County at the maximum rate allowed by the IRS; and
7. While performing building inspection services for the Village, County staff shall report to the Planning Director or Chief Building Inspector who will be supervising the County staff while performing services pursuant to this Agreement. The duties of the County staff shall include building inspections, site plan reviews and all other tasks normally associated with building inspections work. The County staff shall not be responsible for zoning or subdivision code enforcement or for the issuance of zoning permits or subdivision plat approvals, except to the extent such enforcement or approval require the input, consent or review of a building inspector. The County staff shall use vehicles owned by County in the course of providing services under this Agreement. The County will keep a detailed mileage log and bill the Village at the maximum rate allowed by the IRS; and
8. Should any claims arise out of the services provided by the Village under this Agreement, Moore County agrees to indemnify and hold the Village, its employees, agents and contractors harmless from any and all claims for liability, loss, injury, damages to persons or property, costs or attorney's fees resulting from any act of negligence brought against the Village, its employees, agents, contractors and Council Members arising as a result of the services performed on behalf of the County that are the subject of this Agreement and due to the negligence of the County, its employees, agents or contractors. The Village agrees to indemnify and hold the County, its employees, agents and contractors harmless from any and all claims for liability, loss, injury, damages to persons or property, costs or attorney's fees resulting from any act of negligence brought against Moore County, its employees, agents, contractors and Commissioners arising as a result of these services performed on behalf of the Village that are the subject of this Agreement and are due to the negligence of the Village, its employees, agents or contractors; and

9. While this Agreement remains in effect, the County and Village shall maintain appropriate insurance coverage for work performed; and
10. This Agreement is authorized pursuant to N.C. Gen Stat § 160A-413; and
11. Either party may terminate this Agreement by providing thirty (30) days written notice to the other party of its intent to terminate this Agreement; and
12. This Agreement shall be governed by the laws of the State of North Carolina; and
13. This Agreement represents the entire agreement between the Village and the County. This Agreement supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement may only be amended by a written instrument signed by both the Village and the County; and
14. Nothing contained in this Agreement shall create a contractual relationship with or cause of action in favor of a third party against the Village or the County; and
15. In the event any provision of this Agreement is adjudged to be not enforceable or found invalid, such provision shall be stricken and the remaining provisions shall be valid and enforceable; and
16. All parties shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes.

[SIGNATURES ON THE FOLLOWING PAGE.]

COUNTY OF MOORE

Nick J. Picerno, Chairman
Moore County Board of Commissioners

Attest:

Laura M. Williams
Clerk to the Board

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

Finance Officer

VILLAGE OF PINEHURST

Nancy Fiorillo

Nancy Fiorillo, Mayor

Attest:

Lauren M. Craig

Lauren M. Craig
Village Clerk - *Interim Village Clerk*

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

[Signature]

Finance Officer

STATE OF NORTH CAROLINA

COUNTY OF MOORE

INTERLOCAL AGREEMENT FOR BUILDING INSPECTION SERVICES
A MUTUAL AID AGREEMENT

THIS INTERLOCAL AGREEMENT (this "Agreement") is made and entered into the 19th day of January, 2016, by and between the County of Moore (the "County") and the Town of Southern Pines (the "Town").

WHEREAS, the County and the Town desire to provide mutual building inspection services to each other on a continuous, as needed basis, unless otherwise terminated pursuant to this Agreement.

NOW, THEREFORE, BE IT RESOLVED, pursuant to N.C.G.S. 160A-413, the County and Town agree to the following terms and conditions:

1. The Town building inspections' staff is hereby authorized by the County to provide building inspections services on behalf of the County and shall be sworn-in by the Moore County Clerk to the Board as an officer; and
2. The County building inspections' staff is hereby authorized by the Town to provide building inspections services on behalf of the Town and shall be sworn-in by the Town Clerk to the Board as an officer; and
3. All Town staff performing building inspections work for the County shall promptly provide the Moore County Planning and Community Development Director and the North Carolina Department of Insurance with satisfactory proof of all building inspections certifications held by the Town staff and satisfactory proof of any other certifications or licensure requirements necessary to perform building inspections as required by the County; and
4. All County staff performing building inspections for the Town shall promptly provide the Town Manager and the North Carolina Department of Insurance with satisfactory proof of all building inspections certifications held by the Town staff and satisfactory proof of any other certifications or licensure requirements necessary to perform the building inspections work required by the Town; and
5. Both the County and Town mutually agree to compensate the other for satisfactory services provided at a rate of \$45.00 per hour, plus mileage reimbursement at the current IRS rate. The hours of work shall be mutually agreed upon on by both parties. The total amount of compensation for this agreement shall NOT exceed \$2,500.00 annually. This amount shall be paid directly to the respective party (the County or Town) and not to

individual inspectors. Each party shall be responsible for paying the salaries or wages of their own respective staff, including the payment of any and all State or Federal taxes and withholding and continuing education requirements. Each party providing services under this agreement will prepare and mail a detailed invoice to the Finance Director of the other party by the 5th of each month for the services performed in the previous month. Payment for services rendered is due by the 15th of each month following the month of service; and

6. While performing building inspection services for the County, the Town staff shall report to the Moore County Planning and Community Development Director who will be supervising the Town staff while performing services pursuant to this Agreement. The duties of the Town staff shall include building inspections, site plan reviews and all other tasks normally associated with building inspections work. Town staff shall not be responsible for zoning or subdivision code enforcement or for the issuance of zoning permits or subdivision plat approvals, except to the extent such enforcement or approval require the input, consent or review of a building inspector. Town staff shall use vehicles owned by the Town in the course of providing services under this Agreement. The Town will keep a detailed mileage log and bill the County at the maximum rate allowed by the IRS; and
7. While performing building inspection services for the Town, County staff shall report to the Planning Director or Chief Building Inspector who will be supervising the County staff while performing services pursuant to this Agreement. The duties of the County staff shall include building inspections, site plan reviews and all other tasks normally associated with building inspections work. The County staff shall not be responsible for zoning or subdivision code enforcement or for the issuance of zoning permits or subdivision plat approvals, except to the extent such enforcement or approval require the input, consent or review of a building inspector. The County staff shall use vehicles owned by County in the course of providing services under this Agreement. The County will keep a detailed mileage log and bill the Town at the maximum rate allowed by the IRS; and
8. Should any claims arise out of the services provided by the Town under this Agreement, Moore County agrees to indemnify and hold the Town, its employees, agents and contractors harmless from any and all claims for liability, loss, injury, damages to persons or property, costs or attorney's fees resulting from any act of negligence brought against the Town, its employees, agents, contractors and Council Members arising as a result of the services performed on behalf of the County that are the subject of this Agreement and due to the negligence of the County, its employees, agents or contractors. The Town agrees to indemnify and hold the County, its employees, agents and contractors harmless from any and all claims for liability, loss, injury, damages to persons or property, costs or attorney's fees resulting from any act of negligence brought against Moore County, its employees, agents, contractors and Commissioners arising as a result of these services performed on behalf of the Town that are the subject of this Agreement and are due to the negligence of the Town, its employees, agents or contractors; and

9. While this Agreement remains in effect, the County and Town shall maintain appropriate insurance coverage for work performed; and
10. This Agreement is authorized pursuant to N.C. Gen Stat § 160A-413; and
11. Either party may terminate this Agreement by providing thirty (30) days written notice to the other party of its intent to terminate this Agreement; and
12. This Agreement shall be governed by the laws of the State of North Carolina; and
13. This Agreement represents the entire agreement between the Town and the County. This Agreement supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement may only be amended by a written instrument signed by both the Town and the County; and
14. Nothing contained in this Agreement shall create a contractual relationship with or cause of action in favor of a third party against the Town or the County; and
15. In the event any provision of this Agreement is adjudged to be not enforceable or found invalid, such provision shall be stricken and the remaining provisions shall be valid and enforceable; and
16. All parties shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes.

[SIGNATURES ON THE FOLLOWING PAGE.]

COUNTY OF MOORE

Nick J. Picerno, Chairman
Moore County Board of Commissioners

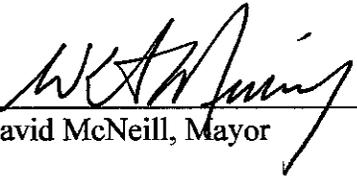
Attest:

Laura M. Williams
Clerk to the Board

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

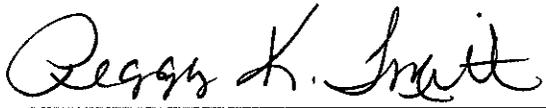
Finance Officer

TOWN OF SOUTHERN PINES



David McNeill, Mayor

Attest:



Peggy K. Smith
Town Clerk

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



Crystal Gabric
Finance Officer

STATE OF NORTH CAROLINA
COUNTY OF MOORE

**INTERLOCAL AGREEMENT FOR BUILDING INSPECTION SERVICES
A MUTUAL AID AGREEMENT**

THIS INTERLOCAL AGREEMENT (this "Agreement") is made and entered into the _____ day of _____ 2016, by and between the County of Moore (the "County") and the Town of Aberdeen (the "Town").

WHEREAS, the County and the Town desire to provide mutual building inspection services to each other on a continuous as needed basis, unless otherwise terminated pursuant to this Agreement.

NOW, THEREFORE, BE IT RESOLVED, pursuant to N.C. Gen. Stat. 160A-413, the County and Town agree to the following terms and conditions:

1. The Town building inspections staff is hereby authorized by the County to provide building inspections services on behalf of the County and shall be sworn-in by the Moore County Clerk to the Board as an officer(s); and
2. The County building inspections staff is hereby authorized by the Town to provide building inspections services on behalf of the Town and shall be sworn in by the Town Clerk to the Board as an officer(s); and
3. All Town Staff performing building inspections work for the County shall promptly provide the Moore County Planning and Community Development Director and the North Carolina Department of Insurance with satisfactory proof of all building inspections certifications held by the Town staff and satisfactory proof of any other certifications or licensure requirements necessary to perform building inspections as required by the County; and
4. All County staff performing building inspections for the Town shall promptly provide the Town Manager and the North Carolina Department of Insurance with satisfactory proof of all building inspections certifications held by the Town staff and satisfactory proof of any other certifications or licensure requirements necessary to perform the building inspections work required by the Town; and
5. Both the County and Town mutually agree to compensate the other for satisfactory services provided at a rate of forty-five and 00/100 Dollars (\$45.00) per hour, plus mileage reimbursement at the current IRS rate. The hours of work shall be mutually agreed upon on by both parties. The total amount of compensation for this agreement shall NOT exceed two thousand, five hundred and 00/100 Dollars (\$2,500.00) annually. This amount shall be paid directly to the respective party (the County or Town) and not to individual inspectors. Each party shall be responsible for paying the salaries or wages of their own respective staff, including the payment of any and all State or Federal taxes and withholding and continuing education requirements. Each party providing services under this agreement will generate and mail a detailed invoice to the Finance Director of the other party by the 5th of each

month for the services performed in the previous month. Payment for services rendered is due by the 15th of each month following the month of service; and

6. While performing building inspection services for the County, the Town staff shall report to the Moore County Planning and Community Development Director who will be supervising the Town staff while performing services pursuant to this Agreement. The duties of the Town staff shall include building inspections, site plan reviews and all other tasks normally associated with building inspections work. Town staff shall not be responsible for zoning, subdivision, or other code enforcement or for the issuance of zoning permits or subdivision plat approvals, except to the extent such enforcement or approval require the input, consent or review of a building inspector, Town staff shall use vehicles owned by the Town in the course of providing services under this Agreement. The Town will keep a detailed mileage log and bill the County at the maximum rate allowed by the IRS; and
7. While performing building inspection services for the Town, County staff shall report to the Planning Director or Chief Building Inspector who will be supervising the County staff while performing services pursuant to this Agreement. The duties of the County staff shall include building inspections, site plan reviews and all other tasks normally associated with building inspections work. The County staff shall not be responsible for zoning, subdivision, or other code enforcement or for the issuance of zoning permits or subdivision plat approvals, except to the extent such enforcement or approval require the input, consent or review of a building inspector. The County staff shall use vehicles owned by County in the course of providing services under this Agreement. The County will keep a detailed mileage log and bill the Town at the maximum rate allowed by the IRS; and
8. Either party may refuse to provide building inspection staff, if to do so would unreasonably burden the jurisdiction providing the staff. An "unreasonable burden" includes, but is not limited to, staffing requirements that leave the lending jurisdiction unable to adequately provide its own building inspections services, excessive travel times and/or distances for the building inspector(s), or exceptionally hazardous work conditions. What constitutes an "unreasonable burden" shall be solely within the discretion of the jurisdiction providing building inspections staff.
9. Upon request by the jurisdiction providing building inspections staff or by the building inspector himself or herself, the jurisdiction using building inspectors pursuant to this Agreement shall provide sworn law enforcement personnel (i.e. either a Sheriff's deputy or a police officer) to accompany the inspector.
10. Should any claims arise out of the services provided by the Town under this Agreement, Moore County agrees to indemnify and hold the Town, its employees, agents and contractors harmless from any and all claims for liability, loss, injury, damages to persons or property; costs or attorney's fees resulting from any act of negligence brought against the Town, its employees, agents, contractors and

Council Members arising as a result of the services performed on behalf of the County that are the subject of this Agreement and due to the negligence of the County, its employees, agents or contractors. The Town agrees to indemnify and hold the County, its employees, agents and contractors harmless from any and all claims for liability, loss, injury, damages to persons or property, costs or attorney's fees resulting from any act of negligence brought against Moore County, its employees, agents, contractors and Commissioners arising as a result of these services performed on behalf of the Town that are the subject of this Agreement and are due to the negligence of the Town, its employees, agents or contractors; and

11. While this Agreement remains in effect, the County and Town shall maintain appropriate insurance coverage for work performed; and
12. This Agreement is authorized pursuant to N.C. Gen. Stat. § 160A-413; and
13. Either party may terminate this Agreement by providing thirty (30) days written notice to the other party of its intent to terminate this Agreement; and
14. This Agreement shall be governed by the laws of the State of North Carolina; and
15. This Agreement represents the entire agreement between the Town and the County. This Agreement supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement may only be amended by a written instrument signed by both the Town and the County; and
16. Nothing contained in this Agreement shall create a contractual relationship with or cause of action in favor of a third party or the Town or the County; and
17. In the event any provision of this Agreement is adjudged to be not enforceable or found invalid, such provision shall be stricken and the remaining provisions shall be valid and enforceable; and
18. All parties shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes.

[This area has been left blank intentionally.]

COUNTY OF MOORE

By: _____
Nick J. Picerno, Chairman
Moore County Board of Commissioners

Attest:

By: _____
Laura M. Williams, Clerk to the Board

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

Finance Officer

TOWN OF ABERDEEN

By: Robert A. Farrell
Robert A. Farrell, Mayor

Attest:

By: Regina M. Rosy
Regina M. Rosy, Town Clerk

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

Beth Wentland
Beth Wentland, Finance Officer

Agenda Item: VIII.C.
Meeting Date: July 19, 2016

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Debra Ensminger
Planning and Transportation Director

DATE: July 8, 2016

SUBJECT: Request for approval of the grant agreement for the FY16-17 Community Transportation Program

PRESENTER: Debra Ensminger

REQUEST:

Request for approval of the grant agreement for the FY16-17 Community Transportation Program.

BACKGROUND:

On October 20, 2015 the Moore County Board of Commissioners held a public hearing to solicit public input and ask for approval to submit all documents related to the Community Transportation Program 5311.

Moore County Transportation Services submitted all required documentation and received grant approval by the Board of Transportation on March 3, 2016.

The FY16-17 Community Transportation Program total project amount is \$310,233 with \$246,333 representing administrative funding and \$63,900 representing capital funding. The capital funding is a reduction of \$62,850 due to one van being replaced instead of two.

IMPLEMENTATION PLAN:

Following approval of the grant agreement staff will submit all required documentation through the fiscal year as noted in the agreement.

FINANCIAL IMPACT STATEMENT:

The Community Transportation Program requires a 15% match on administrative expenditures (\$36,951) and a 10% match on capital expenditures (\$6,390). These matching funds are covered through the revenue received through user fees.

RECOMMENDATION SUMMARY:

Make a motion to approve the grant agreement for the FY16-17 Community Transportation Program.

SUPPORTING ATTACHMENTS:

Grant agreement for FY16-17 Community Transportation Program



PAT McCRORY
Governor

NICHOLAS J. TENNYSON
Secretary

June 10, 2016

Mr. Nick Picerno, Chairperson
Moore County
P.O. Box 905
Carthage, North Carolina 28327-0905

RE: FY17 Community Transportation Program (Section 5311)
Project No. 17-CT-062
WBS Element No(s).
Agreement No.(s) TBD
Period of Performance: 7/1/16 – 6/30/17

Dear Mr. Picerno:

On March 3, 2016, the Board of Transportation approved your organization's request for a FY17 Community Transportation Program (Section 5311) grant in the amount of \$ 266,892. The agreement to be executed between Moore County and NCDOT is enclosed. The individual authorized to enter into this agreement for the financial assistance on behalf of your agency will sign the agreement. Please provide a copy of the agreement to all parties that will be involved in the administration of the grant, and request that the agreement be reviewed carefully. Instructions for completion of the grant agreement process are enclosed.

Please refer to Section 7d of the grant agreement that requires sub-recipients to submit monthly or quarterly requests for reimbursement.

If you have any question related to the grant agreement, please contact Myra Freeman, Financial Manager at 919-707-4672 or your assigned Accounting Specialist. In any correspondence, please reference your assigned project number, WBS element, Agreement number and period of performance referenced on this letter.

Sincerely,

A handwritten signature in black ink that reads 'Debbie Collins'.

Debbie Collins
Director

DC\mf
Attachments

Cc: Tawanna Williams, Transportation Manager



STATE OF NORTH CAROLINA
COUNTY OF WAKE

**NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION**

and

MOORE COUNTY

NONURBANIZED AREA
PUBLIC TRANSPORTATION
GRANT AGREEMENT FOR
PUBLIC BODY ORGANIZATIONS
COMMUNITY TRANSPORTATION
PROGRAM – SECTION 5311

CFDA NUMBER: 20.509

PROJECT NUMBER: 17-CT-062

THIS AGREEMENT made this the ____ day of _____, 20__, (hereinafter referred to as AGREEMENT) by and between the NORTH CAROLINA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as "Department", an agency of the State of North Carolina) and **MOORE COUNTY**, (acting in its capacity as the designated Section 5311 recipient hereinafter referred to as the "Contractor").

WHEREAS, Chapter 53 of 49 U.S.C. app 5311 et seq. (formerly Section 18 program) provides federal administrative, operating, and capital assistance for public transportation in rural and small urban areas by way of a formula grant program to be administered by the State; and

WHEREAS, the purpose of 49 U.S.C. 5311 is to enhance access of people in nonurbanized areas for purposes such as health care, shopping, education, recreation, public services, and employment by encouraging the maintenance, development, improvement, and use of public passenger transportation systems; and

WHEREAS, the Contractor has been designated as the recipient of 49 U.S.C. 5311 funds, and

WHEREAS, Article 2B of Chapter 136 of the North Carolina General Statutes (N.C.G.S.) designated the Department of Transportation as the agency of the State of North Carolina responsible for administering all Federal and/or State programs relating to public transportation, and granted the Department authority to do all things required under applicable Federal and/or State legislation to properly administer the public transportation within the State of North Carolina; and

WHEREAS, the Governor of North Carolina, in accordance with Section 5311 of the Safe, Accountable, Flexible, and Efficient Transportation Equity Act - A Legacy for Users (SAFETEA-LU), Public Law 109-59, August 10, 2005, and the Transportation Equity Act for the 21st Century (TEA-21), Public Law 105-178, June 1998, as amended, has designated the North Carolina Department of Transportation as the agency to receive and administer Federal funds under this program; and

WHEREAS, in order to assist in providing transportation services, the Department, under the terms of this Agreement shall make grants of administrative, operating and capital assistance to the Contractor; and

WHEREAS, the Department and the Contractor desire to secure and utilize Section 5311 grant funds and State funds for the above referenced purposes.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, the Department and the Contractor agree as follows:

Section 1. Purpose of Agreement. The purpose of this Agreement is to provide for the undertaking of nonurbanized area public transportation services as described in the project application (hereinafter referred to as "Project") properly prepared, endorsed, approved, and transmitted by the Contractor to the Department, and to state the terms and conditions as to the manner in which the Project will be undertaken and completed.

Section 2. Project Implementation. The Contractor shall carry out the Project as follows:

- a. **Scope of Project** **Moore County (operating as Moore County Transportation) will use administrative funds for providing community transportation services to human service agencies and to the general public. They will use capital funds to replace one vehicle that has met useful life with one lift equipped**

high-top vehicle. They will also purchase and replace a repeater station that has met useful life.

- b. The Contractor shall undertake and complete the nonurbanized area public transportation services in accordance with the procedures and guidelines set forth in the following documents:
 - (1) Federal Transit Administration (hereinafter referred to as "FTA") Circular 9040.1F, dated April 1, 2007 at: (www.fta.dot.gov/laws/leg_reg_circulars_guidance.html);
 - (2) **FTA Master Agreement, FTA MA (21), October 1, 2014** at (www.fta.dot.gov/documents/16-Master.pdf);
 - (3) The State Management Plan for Federal and State Transportation Programs (hereinafter referred to as "State Management Plan");and
 - (4) The Section 5311 grant application for financial assistance.

The aforementioned documents, and any subsequent amendments or revisions thereto, are herewith incorporated by reference, and are on file with and approved by the Department in accordance with the terms and conditions of this Agreement. Nothing shall be construed under the terms of this Agreement by the Department or the Contractor that shall cause any conflict with Department, State, or Federal statutes, rules, or regulations.

Section 3: Cost of Project/Project Budget. The total cost of the Project approved by the Department is **THREE HUNDRED TEN THOUSAND TWO HUNDRED THIRTY-THREE DOLLARS (\$310,233)** as set forth in the Project Description and Budget, incorporated into this Agreement as Attachment A. The Department shall provide, from Federal and State funds, the percentages of the actual net cost of the Project as indicated below, not in excess of the identified amounts for eligible administrative, operating, and capital expenses. The Contractor hereby agrees that it will provide the percentages of the actual net cost of the Project, as indicated below, and any amounts in excess of the Department's maximum (Federal plus State shares). The net cost is the price paid minus any refunds, rebates, or other items of value received by the Contractor which have the effect of reducing the actual cost.

Administration WBS	Administration Total	Administration Federal (80%)	Administration State (5%)	Administration Local (15%)
36233.74.17.1	\$246,333	\$197,066	\$12,316	\$36,951
Agreement				
Capital WBS	Capital Total	Capital Federal (80%)	Capital State (10%)	Capital Local (10%)
36233.74.17.3	\$63,900	\$51,120	\$6,390	\$6,390
Agreement				
Project Total	Project Total	Project Total Federal	Project Total State	Project Total Local
	\$310,233	\$248,186	\$18,706	\$43,341

Section 4: Period of Performance. This Agreement shall commence upon the date of execution, unless specific written authorization from the Department to the contrary is received. The period of performance for all expenditures shall extend from **July 1, 2016 to June 30, 2017**, unless written authorization to the contrary is provided by the Department. **Any requests to change the Period of Performance must be made in accordance with the policies and procedures established by the Department or FTA.** The Contractor shall commence, carry on, and complete the approved Project with all practicable dispatch, in a sound, economical, and efficient manner.

Section 5. Contractor's Capacity.

a. The Contractor agrees to maintain sufficient legal, financial, technical, and managerial capability to:

- (1) Plan, manage, and complete the Project and provide for the use of Project property;

- (2) Carry out the safety and security aspects of the Project; and
- (3) Comply with the terms of this agreement, the Master Agreement between the FTA and the Department, the Approved Project Budget, the Project schedules, the Contractor's annual Certifications and Assurances to the Department, and applicable Federal and State laws, regulations, and directives.

b. Administrative Requirements. The Contractor agrees to comply with the following Federal and State administrative requirements:

- (1) U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," 49 C.F.R. Part 18 at (<http://www.access.gpo.gov/nara/cfr/cfr-table-search.html#page1>).
- (2) Title 19A North Carolina Administrative Code (N.C.A.C.) Subchapter 5B at (<http://reports.oah.state.nc.us/ncac.asp>).

c. Application of Federal, State, and Local Laws, Regulations, and Directives. To achieve compliance with changing federal requirements, the Contractor makes note that federal, state and local requirements may change and the changed requirements will apply to this Agreement as required.

d. Contractor's Primary Responsibility to Comply with Federal and State Requirements. Irrespective of involvement by any other participant in the Project, the Contractor agrees that it, rather than the participant, is ultimately responsible for compliance with all applicable Federal and State laws, regulations, and directives, the Master Agreement between the FTA and the Department, and this Agreement, except to the extent that the Department determines otherwise in writing. Unless otherwise authorized in writing by the Department, the Contractor shall not assign any portion of the work to be performed under this Agreement, or execute any contract, amendment, or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the Department. Further, the Contractor shall incorporate the provisions of this Agreement into any lease arrangement and shall not enter into any lease arrangement without the prior concurrence of the Department. Any lease approved by the Department shall be subject to the conditions or limitations governing the lease as set forth by the FTA and the Department. If the Contractor leases any Project asset to another party, the Contractor agrees to retain ownership of the leased asset, and assure that the Lessee will use the Project asset to provide mass transportation service, either through a "Lease and Supervisory Agreement" between the Contractor and Lessee, or another similar document. The Contractor agrees to provide a copy of any relevant documents.

(1) Significant Participation by a Third Party Contractor. Although the Contractor may enter into a third party contract, after obtaining approval from the Department, in which the third party contractor agrees to provide property or services in support of the Project, or even carry out Project activities normally performed by the Contractor (such as in a turnkey contract), the Contractor agrees that it, rather than the third party contractor, is ultimately responsible to the Department for compliance with all applicable Federal and State laws, regulations, and directives, except to the extent that the Department determines otherwise in writing.

(2) Significant Participation by a Subcontractor. Although the Contractor may delegate any or almost all Project responsibilities to one or more subcontractors, the Contractor agrees that it, rather than the subcontractor, is ultimately responsible for compliance with all applicable Federal and State laws, regulations, and directives, except to the extent that the Department determines otherwise in writing.

(3) Significant Participation by a Lessee of a Contractor. Although the contractor may lease project property and delegate some or many project responsibilities to one or more lessees, the Contractor agrees that it, rather than any lessee, is ultimately responsible for compliance with all applicable Federal laws, regulations, and directives, except to the extent that FTA determines otherwise in writing.

e. Contractor's Responsibility to Extend Federal and State Requirements to Other Entities.

(1) Entities Affected. Only entities that are signatories to this Agreement for the Project are parties to this agreement. To achieve compliance with certain Federal and State laws, regulations, or directives, however, other Project participants, such as subrecipients and third party contractors, will necessarily be involved. Accordingly, the Contractor agrees to take the appropriate measures necessary to ensure that all Project participants comply with applicable Federal and State laws, regulations, and directives affecting their performance, except to the extent the Department determines otherwise in writing.

(2) Documents Affected. The applicability provisions of Federal and State laws, regulations, and directives determine the extent to which their provisions affect a Project participant. Thus, the Contractor agrees to include adequate provisions to ensure that each Project participant complies with those Federal and State laws, regulations, and directives, except to the extent that the Department determines otherwise in writing. In addition, the Contractor also agrees to require its third party contractors, subrecipients, and lessees to include adequate provisions to ensure compliance with applicable Federal and State laws, regulations, and directives in each lower tier subcontract and subagreement for the Project, except to the extent that the Department determines otherwise in writing. Additional requirements include the following:

(a) Third Party Contracts. Because Project activities performed by a third party contractor must comply with all applicable Federal and State laws, regulations, and directives, except to the extent the Department determines otherwise in writing, the Contractor agrees to include appropriate clauses in each third party contract stating the third party contractor's responsibilities under Federal and State laws, regulations, and directives, including any provisions directing the third party contractor to extend applicable requirements to its subcontractors at the lowest tier necessary. When the third party contract requires the third party contractor to undertake responsibilities for the Project usually performed by the Contractor, the Contractor agrees to include in that third party contract those requirements applicable to the Contractor imposed by the Grant Agreement for the Project or the FTA Master Agreement and extend those requirements throughout each tier except as the Department determines otherwise in writing. Additional guidance pertaining to third party contracting is contained in the FTA's "Best Practices Procurement Manual." FTA and the Department caution, however, that FTA's "Best Practices Procurement Manual" focuses mainly on third party procurement processes and may omit certain other Federal requirements applicable to the work to be performed.

(b) Subagreements. Because Project activities performed by a subcontractor/ subrecipient must comply with all applicable Federal and State laws, regulations, and directives except to the extent that the Department determines otherwise in writing, the Contractor agrees as follows:

1 Written Subagreement. The Contractor agrees to enter into a written agreement with each subrecipient (subagreement) stating the terms and conditions of assistance by which the Project will be undertaken and completed.

2 Compliance with Federal Requirements. The Contractor agrees to implement the Project in a manner that will not compromise the Contractor's compliance with Federal and State laws, regulations, and directives applicable to the Project and the Contractor's obligations under this Agreement for the Project and the FTA Master Agreement. Therefore, the Contractor agrees to include in each subagreement appropriate clauses directing the subrecipient to comply with those requirements applicable to the Contractor imposed by this Agreement for the Project or the FTA Master Agreement and extend those requirements as necessary to any lower level subagreement or any third party contractor at each tier, except as the Department determines otherwise in writing.

f. No Federal/State Government Obligations to Third Parties. In connection with performance of the Project, the Contractor agrees that, absent the Federal/State Government's express written consent, the Federal/State Government shall not be subject to any obligations or liabilities to any subrecipient, third party contractor, lessee or other person or entity that is not a party to this Agreement for the Project. Notwithstanding that the Federal/State Government may have concurred in or approved any solicitation, subagreement, or third party contract, the Federal/State Government has no obligations or liabilities to such entity, including any subrecipient, third party contractor, or lessee.

g. Changes in Project Performance (i.e., Disputes, Breaches, Defaults, or Litigation). The Contractor agrees to notify the Department immediately, in writing, of any change in local law,

conditions (including its legal, financial, or technical capacity), or any other event that may adversely affect the Contractor's ability to perform the Project as provided in this Agreement for the Project. The Contractor also agrees to notify the Department immediately, in writing, of any current or prospective major dispute, breach, default, or litigation that may adversely affect the Federal/State Government's interests in the Project or the Federal/State Government's administration or enforcement of Federal/State laws or regulations; and agrees to inform the Department, also in writing, before naming the Federal or State Government as a party to litigation for any reason, in any forum.

h. Limitations of Agreement. This Agreement shall be subject to the availability of Federal and State funds, and contingent upon the terms and conditions of the Master Agreement between the FTA and the Department.

Section 6. Ethics.

a. Code of Ethics. The Contractor agrees to maintain a written code or standards of conduct that shall govern the actions of its officers, employees, board members, or agents engaged in the award or administration of third party contracts, subagreements, or leases financed with Federal/State assistance. The Contractor agrees that its code or standards of conduct shall specify that its officers, employees, board members, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from any present or potential third party contractor at any tier, any subrecipient at any tier or agent thereof, or any lessee. Such a conflict would arise when an employee, officer, board member, or agent, including any member of his or her immediate family, partner, or organization that employs, or intends to employ, any of the parties listed herein has a financial interest in the firm selected for award. The Contractor may set de minimis rules where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value. The Contractor agrees that its code or standards shall also prohibit the its officers, employees, board members, or agents from using their respective positions in a manner that presents a real or apparent personal or organizational conflict of interest or personal gain. As permitted by State or local law or regulations, the Contractor agrees that its code or standards of conduct shall include penalties, sanctions, or other disciplinary actions for violations by its officers, employees, board members, or their agents, its third party contractors or sub-recipients or their agents.

(1) Personal Conflicts of Interest. The Contractor agrees that its code or standards of conduct shall prohibit the Contractor's employees, officers, board members, or agents from participating in the selection, award, or administration of any third party contract, or sub-agreement supported by Federal/State assistance if a real or apparent conflict of interest would be involved. Such a conflict would arise when an employee, officer, board member, or agent, including any member of his or her immediate family, partner, or organization that employs, or intends to employ, any of the parties listed herein has a financial interest in the firm selected for award.

(2) Organizational Conflicts of Interest. The Contractor agrees that its code or standards of conduct shall include procedures for identifying and preventing real and apparent organizational conflicts of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or sub-agreement, may, without some restrictions on future activities, result in an unfair competitive advantage to the third party contractor or sub-recipient or impair its objectivity in performing the contract work.

b. Debarment and Suspension. The Contractor agrees to comply, and assures the compliance of each third party contractor, sub-recipient, or lessee at any tier, with Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations, "Government-wide Debarment and Suspension (Non-procurement)," 49 C.F.R. Part 29. The Contractor agrees to, and assures that its third party contractors, sub-recipients, and lessees will, review the Excluded Parties Listing System at (<http://epls.arnet.gov/>) before entering into any contracts.

c. Bonus or Commission. The Contractor affirms that it has not paid, and agrees not to pay, any bonus or commission to obtain approval of its Federal/State assistance application for the Project.

d. Lobbying Restrictions. The Contractor agrees that:

(1) In compliance with 31 U.S.C. 1352(a), it will not use Federal assistance

to pay the costs of influencing any officer or employee of a Federal agency, Member of Congress, officer of Congress or employee of a member of Congress, in connection with making or extending the Grant Agreement;

(2) It will comply with other applicable Federal laws and regulations prohibiting the use of Federal assistance for activities, designed to influence Congress or a State legislature with respect to legislation or appropriations, except through proper, official channels; and

(3) It will comply, and will assure the compliance of each sub-recipient, lessee, or third party contractor at any tier, with U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. Part 20, modified as necessary by 31 U.S.C. § 1352.

e. Employee Political Activity. To the extent applicable, the Contractor agrees to comply with the provisions of the Hatch Act, 5 U.S.C. §§ 1501 through 1508, and 7324 through 7326, and U.S. Office of Personnel Management regulations, "Political Activity of State or Local Officers or Employees," 5 C.F.R. Part 151. The Hatch Act limits the political activities of State and local agencies and their officers and employees, whose principal employment activities are financed in whole or part with Federal funds including a Federal grant, cooperative agreement, or loan. Nevertheless, in accordance with 49 U.S.C. § 5307(k)(2)(B) and 23 U.S.C. § 142(g), the Hatch Act does not apply to a non-supervisory employee of a public transportation system (or of any other agency or entity performing related functions) receiving FTA assistance to whom the Hatch Act would not otherwise apply.

f. False or Fraudulent Statements or Claims. The Contractor acknowledges and agrees that:

(1) Civil Fraud. The Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq., and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its activities in connection with the Project. By executing this Agreement for the Project, the Contractor certifies or affirms the truthfulness and accuracy of each statement it has made, it makes, or it may make in connection with the Project. In addition to other penalties that may apply, the Contractor also understands that if it makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation to the Federal/State Government concerning the Project, the Federal/State Government reserves the right to impose on the Contractor the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, to the extent the Federal/State Government deems appropriate.

(2) Criminal Fraud. If the Contractor makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation to the Federal/State Government or includes a false, fictitious, or fraudulent statement or representation in any agreement with the Federal/State Government in connection with a Project authorized under 49 U.S.C. chapter 53 or any other Federal law, the Federal/State Government reserves the right to impose on the Contractor the penalties of 49 U.S.C. § 5323(l), 18 U.S.C. § 1001 or other applicable Federal/State law to the extent the Federal/State Government deems appropriate.

Section 7. Project Expenditures/Payment/Reimbursement.

a. General. The Department shall reimburse the Contractor for allowable costs for work performed under the terms of this Agreement which shall be financed with Federal Section 5311 funds and State matching funds. The Contractor shall expend funds provided in this Agreement in accordance with the approved Project Budget(s), included as Attachment A to this Agreement. It is understood and agreed that the work conducted pursuant to this Agreement shall be done on an actual cost basis by the Contractor. **Expenditures submitted for reimbursement shall include all eligible cost incurred within the Period Covered. The Period Covered represents the monthly or quarterly timeframe in which the project reports expenditures to the Department.** All payments issued by the Department will be on a reimbursable basis unless the Contractor requests and the Department approves an advance payment. The Department allows grantees in good standing to request advance payment (prior to issuing payment to the vendor) for vehicles and other high-cost capital items. The Contractor agrees to deposit any advance payments into its account when received and issue payment to the vendor within 3 (three) business days. The amount of reimbursement from

the Department shall not exceed the funds budgeted in the approved Project Budget. The Contractor shall initiate and prosecute to completion all actions necessary to enable the Contractor to provide its share of project costs at or prior to the time that such funds are needed to meet project costs. The Contractor shall provide its share of project costs from sources other than FTA and State funds from the Department. Any costs for work not eligible for Federal and State participation shall be financed one hundred percent (100%) by the Contractor.

b. Administrative Expenditures. In order to assist the Contractor in financing the administrative costs of the project, the Department shall reimburse the Contractor up to the percentage specified in the Approved Project Budget of allowable administrative costs which shall be determined by available funding.

c. Operating Expenditures. In order to assist in financing the operating costs of the project, the Department shall reimburse the Contractor for the lesser of the following when providing Section 5311 operating assistance:

(1) The balance of unrecovered operating expenditures after deducting all farebox and other operating revenues, or

d. Payment and Reimbursement. The Contractor shall submit a request for reimbursement to the Department for the Period Covered not more frequently than monthly, nor less frequently than quarterly, reporting on the Department's Uniform Public Transportation Accounting System (UPTAS) invoicing forms furnished by the Department for work performed under this Agreement. **Expenditures submitted for reimbursement shall include all eligible cost incurred within the Period Covered. Failure to request reimbursement for expenses incurred within the Period Covered may result in non-payment. All requests for reimbursement must be submitted within (30) days following the end of the project's reporting period. Any contractor that fails to submit a request for reimbursement for the first two quarters of agreement fiscal year by January 31st or the last two quarters by July 30th will forfeit their ability to receive reimbursement for those periods.**

Additional forms must be submitted with reimbursement requests to report on contracting activities with Disadvantaged Business Enterprise (DBE) firms. Invoices shall be supported by documentation of costs unless otherwise waived by the Department. All requests must be submitted within thirty (30) days following the end of the quarter. Failure to request reimbursement for eligible projects costs as outlined may result in termination of the Project. Invoices shall be approved by the Department's Public Transportation Division and reviewed by the Department's External Audit Branch prior to payment.

e. Excluded Costs. The Contractor understands and agrees that, except to the extent the Department determines otherwise in writing, ineligible costs will be treated as follows:

- (1) In determining the amount of Federal/State assistance the Department will provide, the Department will exclude:
 - (a) Any Project cost incurred by the Contractor before the effective date of the grant;
 - (b) Any cost that is not included in the latest Approved Project Budget;
 - (c) Any cost for Project property or services received in connection with a third party contract, sub-agreement, lease, or other arrangement that is required to be, but has not been, concurred in or approved in writing by FTA;
 - (d) Any non-project cost consistent with the prohibitions of 49 U.S.C. § 5323(h); and
 - (e) Any profit or fee sought by the recipient for its services under the Grant Agree, except to the extent determined by applicable.
 - (f) Any cost ineligible for FTA participation as provided by applicable Federal/State laws, regulations, or directives.

(2) The Contractor shall limit reimbursement for meals, lodging and travel to

the rates established by the State of North Carolina Travel Policy. Costs incurred by the Contractor in excess of these rates shall be borne by the contractor.

(3) The Contractor understands and agrees that payment to the Contractor for any Project cost does not constitute the Federal/State Government's final decision about whether that cost is allowable and eligible for payment and does not constitute a waiver of any violation by the Contractor of the terms of this Agreement. The Contractor acknowledges that the Federal/State Government will not make a final determination about the allowability and eligibility of any cost until an audit of the Project has been completed. If the Federal/State Government determines that the Contractor is not entitled to receive any portion of the Federal/State assistance the Contractor has requested or provided, the Department will notify the Contractor in writing, stating its reasons. The Contractor agrees that Project closeout will not alter the Contractor's responsibility to return any funds due the Federal/State Government as a result of later refunds, corrections, or other transactions; nor will Project closeout alter the Federal/State Government's right to disallow costs and recover funds on the basis of a later audit or other review. Unless prohibited by Federal/State law or regulation, the Federal/State Government may recover any Federal/State assistance funds made available for the Project as necessary to satisfy any outstanding monetary claims that the Federal/State Government may have against the Contractor.

f. Program Income

- 1. State, Local, or Indian Tribal Governments.** In addition to uses of program income authorized under 49 C.F. R Section 18.25, FTA reserves the right to permit the Department to add program income to the funds FTA and the recipient have committed to that Grant agreement and use that program income for the purposes of and under the conditions of the grant agreement.
- 2. Institutions of Higher Education, private Non-Profit Organizations, and Private For Profit Organizations.** In addition to uses of program income permitted under 49 C.F.R. Section 19.24, FTA reserves the right to permit a recipient to add the program income to the funds FTA and the recipient have committed to that Grant agreement and use that program income to further eligible project or program objectives.
- 3. Dost Associated With Program Income.** Except to the extent FTA determines otherwise in writing, the cost incident to the earning program income may be deducted from the Recipient's gross income to determine program income, provided these costs have not been charged to the Grant Agreement.

g. Federal/State Claims, Excess Payments, Disallowed Costs, including Interest.

(1) Contractor's Responsibility to Pay. Upon notification to the Contractor that specific amounts are owed to the Federal/State Government, whether for excess payments of Federal/State assistance, disallowed costs, or funds recovered from third parties or elsewhere, the Contractor agrees to remit to the Department promptly the amounts owed, including applicable interest and any penalties and administrative charges.

(2) Amount of Interest. The Contractor agrees to remit to the Department interest owed as determined in accordance with N.C.G.S. 147-86.23. Upon notification to the Contractor that specific amounts are owed to the Federal Government, whether for excess payments of Federal assistance, disallowed costs, or funds recovered from third parties or elsewhere, the Contractor agrees to remit to the Federal Government promptly the amounts owed, including applicable interest, penalties and administrative charges.

(3) Payment to FTA. Upon receipt of repayment from the Contractor, the Department shall be responsible to remit amounts owed to FTA.

h. De-obligation of Funds. The Contractor agrees that the Department may de-obligate unexpended Federal and State funds before Project closeout.

Section 8. Accounting Records.

a. Establishment and Maintenance of Accounting Records. The Contractor shall establish and maintain separate accounts for the public transportation program, either independently or

within the existing accounting system. All costs charged to the program shall be in accordance with most current approved Annual Budget and shall be reported to the Department in accordance with UPTAS.

b. Documentation of Project Costs. All costs charged to the Project, including any approved services performed by the Contractor or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and propriety of the charges, as referenced in 49 C.F.R. 18, the Office of Management and Budget Circulars A-87, "Costs Principles for State, Local, and Indian Tribal Governments" and A-102 "Grants and Cooperative Agreements with State and Local Governments."

c. Allowable Costs. Expenditures made by the Contractor shall be reimbursed as allowable costs to the extent they meet all of the requirements set forth below. They must be:

- (1) Consistent with the Project Description, plans, specifications, and Project Budget and all other provisions of this Agreement;
- (2) Necessary in order to accomplish the Project;
- (3) Reasonable in amount for the goods or services purchased;
- (4) Actual net costs to the Contractor, i.e., the price paid minus any refunds (e.g., refundable sales and use taxes pursuant to N.C.G.S. 105-164.14), rebates, or other items of value received by the Contractor that have the effect of reducing the cost actually incurred;
- (5) Incurred (and be for work performed) within the period of performance **and period covered** of this Agreement unless specific authorization from the Department to the contrary is received;
- (6) Satisfactorily documented;
- (7) Treated uniformly and consistently under accounting principles and procedures approved or prescribed by the Department; and
- (8) In compliance with U.S. DOT regulations pertaining to allowable costs at 49 C.F.R. § 18.22(b) or 49 C.F.R. § 19.27, which regulations specify the applicability of 2 CFR 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as follows:
 - (a1) Title 2 CFR 200, Subpart E – Cost Principles (formerly OMB Circulars A-87, A-21, and A-122)
 - (d1) FAR, at 48 C.F.R., Subpart 31.2, "Contracts with Commercial Organizations" applies to Project costs incurred by a Contractor that is a for-profit organization.

Section 9. Reporting, Record Retention, and Access.

a. Reports. The Contractor shall advise the Department regarding the progress of the Project **at a minimum quarterly and at such time and in such a manner as the Department may require. Such reporting and documentation may** include, but not be limited to: operating statistics, equipment usage, meetings, progress reports, and monthly performance reports. **The Contractor shall collect and submit to the Department** such financial statements, data, records, contracts, and other documents related to the Project as may be deemed necessary by the Department. **Such reports shall include narrative and financial statements of sufficient substance to be in conformance with the reporting requirements of the Department.** Progress reports throughout the useful life of the project equipment shall be used, in part, to document utilization of the project equipment. Failure to fully utilize the project equipment in the manner directed by the Department shall constitute a breach of contract, and after written notification by the Department, may result in termination of the Agreement or any such remedy as the Department deems appropriate.

b. Record Retention. The Contractor and its third party contractors shall retain all records pertaining to this Project for a period of five (5) years from the date of final payment to the Contractor, or until all audit exceptions have been resolved, whichever is longer, in accordance with "Records Retention and Disposition Schedule – Public Transportation Systems and Authorities, April 1, 2006," at (<http://www.ah.dcr.state.nc.us/records/local/>).

c. Access to Records of Contractor and Subcontractors. The Contractor shall permit and shall require its third party contractors to permit the Department, the Comptroller General of the United States, and the Secretary of the United States Department of Transportation, or their authorized representatives, to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts of the Contractor pertaining to the Project. The Department shall reserve the right to reject any and all materials and workmanship for defects and incompatibility with Project Description or excessive cost. The Department shall notify the Contractor, in writing, if materials and/or workmanship are found to be unacceptable. The Contractor shall have ninety (90) days from notification to correct defects or to provide acceptable materials and/or workmanship. Failure by the Contractor to provide acceptable materials and/or workmanship, or to correct noted defects, shall constitute a breach of contract.

d. Project Closeout. The Contractor agrees that Project closeout does not alter the reporting and record retention requirements of this Section 6 of this Agreement.

Section 10. Project Completion, Audit, Settlement, and Closeout.

a. Project Completion. Within thirty (30) calendar days following Project completion, the end of the Project's period of performance, or termination by the Department, the Contractor agrees to submit a final reimbursement request to the Department for eligible Project expenses.

b. Financial Reporting and Audit Requirements. In accordance with 2 CFR 200 Subpart F, "Audit Requirements" effective December 26, 2014 and N.C.G.S. 159-34, the Contractor shall have its accounts audited as soon as possible after the close of each fiscal year by an independent auditor. The Contractor agrees to submit the required number of copies of the audit reporting package to the Local Government Commission four months after the Contractor's fiscal year-end.

c. Audit Costs. Unless prohibited by law, the costs of audits made in accordance with Title 2 CFR 200, Subpart F – Audit Requirements (formerly OMB Circular A-133), are allowable charges to State and Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined in Title 2 CFR 200, Subpart E – Cost Principles (formerly OMB Circular A-87). The cost of any audit not conducted in accordance with Title 2 CFR 200 and N.C.G.S. 159-34 is unallowable and shall not be charged to State or Federal grants.

d. Funds Owed to the Department. The Contractor agrees to remit to the Department any excess payments made to the Contractor, any costs disallowed by the Department, and any amounts recovered by the Contractor from third parties or from other sources, as well as any penalties and any interest required by Subsection 7g of this Agreement.

e. Project Closeout. Project closeout occurs when the Department issues the final project payment or acknowledges that the Contractor has remitted the proper refund. The Contractor agrees that Project closeout by the Department does not invalidate any continuing requirements imposed by this Agreement.

Section 11. Civil Rights. The Contractor agrees to comply with all applicable civil rights laws and implementing regulations including, but not limited to, the following:

a. Nondiscrimination in Federal Public Transportation Programs. The Contractor agrees to comply, and assures the compliance of each third party contractor at any tier and each subrecipient at any tier of the Project, with the provisions of 49 U.S.C. § 5332, which prohibit discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity.

b. Nondiscrimination – Title VI of the Civil Rights Act. The Contractor agrees to comply, and assures the compliance of each third party contractor at any tier and each subrecipient at any tier of the Project, with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d et seq., and with U.S. DOT

regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21.

c. Equal Employment Opportunity. The Contractor agrees to comply, and assures the compliance of each third party contractor at any tier of the Project and each subrecipient at any tier of the Project, with all equal employment opportunity (EEO) provisions of 49 U.S.C. § 5332, with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq.*, and implementing Federal regulations and any subsequent amendments thereto. Except to the extent FTA determines otherwise in writing, the recipient also agrees to follow all applicable Federal EEO directives that may be issued. Accordingly:

(1) General. The Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. The Contractor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, sex, disability, age, or national origin. Such action shall include, but not be limited to, employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(2) Equal Employment Opportunity Requirements for Construction Activities. For activities determined by the U.S. Department of Labor (U.S. DOL) to qualify as "construction," the Contractor agrees to comply and assures the compliance of each third party contractor at any tier or subrecipient at any tier of the Project, with all applicable equal employment opportunity requirements of U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000(e) note, and also with any Federal laws, regulations, and directives affecting construction undertaken as part of the Project.

d. Disadvantaged Business Enterprises.

(1) Policy. It is the policy of the North Carolina Department of Transportation that Disadvantaged Business Enterprises (DBEs) as defined in *49 CFR Part 26* shall have the equal opportunity to compete fairly for and to participate in the performance of contracts financed in whole or in part by Federal Funds.

The Contractor is also encouraged to give every opportunity to allow DBE participation in Supplemental Agreements.

(2) Obligation. The Contractor, subconsultant, and subcontractor shall not discriminate on the basis of race, religion, color, national origin, age, disability or sex in the performance of this contract. The Contractor shall comply with applicable requirements of *49 CFR Part 26* in the award and administration of federally assisted contracts. Failure by the Contractor to comply with these requirements is a material breach of this contract, which will result in the termination of this contract or such other remedy, as the Department deems necessary.

(3) Goals. Even though specific DBE goals are not established for this project, the Department encourages the Contractor to have participation from DBE contractors and/or suppliers.

(4) Listing of DBE Subcontractors. The contractor, at the time the Letter of Interest is submitted, shall submit a listing of all known DBE contractors that will participate in the performance of the identified work. The participation shall be submitted on the Department's Form RS-2. In the event the contractor has no DBE participation, the contractor shall indicate this on the Form RS-2 by entering the word 'None' or the number 'zero' and the form shall be signed. Form RS-2 may be accessed on the website at <https://apps.dot.state.nc.us/quickfind/forms/Default.aspx>.

(5) Certified Transportation Firms Directory. Real-time information about contractors doing business with the Department and contractors that are certified through North Carolina's Unified Certification Program is available in the Directory of Transportation Firms. The Directory can be accessed by the link on the Department's homepage or by entering <https://apps.dot.state.nc.us/vendor/directory/> in the address bar of your web browser. Only contractors identified as DBE certified in the Directory shall be listed in the proposal.

The listing of an individual contractor in the Department's directory shall not be construed as an endorsement of the contractor's capability to perform certain work.

(6) Reporting Disadvantaged Business Enterprise Participation. When payments are made to Disadvantaged Business Enterprise (DBE) contractors, including material suppliers, contractors at all levels (Contractor, subconsultant or subcontractor) shall provide the Contract Administrator with an accounting of said payments. The accounting shall be listed on the Department's Subcontractor Payment Information Form (Form DBE-IS). In the event the contractor has no DBE participation, the contractor shall indicate this on the Form DBE-IS by entering the word 'None' or the number 'zero' and the form shall be signed. Form DBE-IS may be accessed on the website at <https://apps.dot.state.nc.us/quickfind/forms/Default.aspx>.

A responsible fiscal officer of the payee Contractor, subconsultant or subcontractor who can attest to the date and amounts of the payments shall certify that the accounting is correct. A copy of an acceptable report may be obtained from the Department of Transportation. This information shall be submitted as part of the requests for payments made to the Department.

e. Age Discrimination in Employment Act (ADEA) 29 U.S.C. Section 621 through 634 and with implementing U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F. R. Part 1625, which prohibits discrimination against individuals on the basis of age.

f. Access for Individuals with Disabilities. The Contractor agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Contractor also agrees to comply with all applicable provisions of Section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities. In addition, the Contractor agrees to comply with applicable Federal regulations and directives and any subsequent amendments thereto, except to the extent the Department determines otherwise in writing, as follows:

- (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
- (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- (6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- (7) U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with

- (8) Disabilities Act," 29 C.F.R. Part 1630;
- (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and
- (9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194;
- (10) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and
- (11) Federal civil rights and nondiscrimination directives implementing the foregoing regulations.

g. Drug or Alcohol Abuse-Confidentiality and Other Civil Rights Protections. To the extent applicable, the Contractor agrees to comply with the confidentiality and other civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101 *et seq.*, with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. §§ 4541 *et seq.*, and with the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 201dd -290dd-2 *et seq.*, and any subsequent amendments to these acts.

h. Access to Services for Persons with Limited English Proficiency. To the extent applicable and except to the extent that the Department determines otherwise in writing, the Contractor agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 70Fed. Reg. 74087 *et seq.*, December 14, 2005.

i. Environmental Justice. The Contractor agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 42 U.S.C. § 4321 note, except to the extent that the Department determines otherwise in writing.

i. Other Nondiscrimination Laws. The Contractor agrees to comply with all applicable provisions of other Federal laws, regulations, and directives pertaining to and prohibiting discrimination that are applicable, except to the extent the Department determines otherwise in writing.

Section 12. Planning and Private Enterprise.

a. General. To the extent applicable, the Contractor agrees to implement the Project in a manner consistent with the plans developed in compliance with the Federal planning and private enterprise provisions of the following:

- (1) 49 U.S.C. §§ 5303, 5304, 5306, and 5323(a)(1);
- (2) Joint Federal Highway Administration (FHWA)/FTA document, "Interim Guidance for Implementing Key SAFETEA-LU Provisions on Planning, Environment, and Air Quality for Joint FHWA/FTA Authorities," dated September 2, 2005, as amended by joint FHWA/FTA guidance, "SAFETEA-LU Deadline for New Planning Requirements (July 1, 2007)," dated May 2, 2006 [clarifying Guidance on Implementation of SAFETEA-LU Planning Provisions], and subsequent Federal directives implementing SAFETEA-LU, except to the extent FTA determines otherwise in writing;
- (3) Joint FHWA/FTA regulations, "Planning Assistance and Standards," 23 C.F.R. Part 450 and 49 C.F.R. Part 613 to the extent that those regulations are consistent with the SAFETEA-LU amendments to public transportation planning and private enterprise laws, and subsequent amendments to those regulations that may be promulgated; and
- (4) FTA regulations, "Major Capital Investment Projects," 49 C.F.R. Part 611, to the extent that those regulations are consistent with the SAFETEA-LU amendments to the public transportation planning and private enterprise laws, and any subsequent amendments to those regulations that may be subsequently promulgated.

b. Governmental and Private Nonprofit Providers of Nonemergency Transportation. In addition to providing opportunities to participate in planning as described in Subsection 12a of this Agreement, to the extent feasible the Contractor agrees to comply with the provisions of 49 U.S.C. § 5323(k), which afford governmental agencies and nonprofit organizations that receive Federal assistance for nonemergency transportation from Federal Government sources (other than U.S. DOT) an opportunity to be included in the design, coordination, and planning of transportation services.

c. Infrastructure Investment. During the implementation of the Project, the Contractor agrees to take into consideration the recommendations of Executive Order No. 12803, "Infrastructure Privatization," 31 U.S.C. § 501 note, and Executive Order No. 12893, "Principles for Federal Infrastructure Investments," 31 U.S.C. § 501 note.

Section 13. Preference for United States Products and Services. To the extent applicable, the Contractor agrees to comply with the following U.S. domestic preference requirements:

a. Buy America. The Contractor agrees to comply with 49 U.S.C. § 5323(j) and FTA regulations, "Buy America Requirements," 49 C.F.R. Part 661 to the extent those regulations are consistent with SAFETEA-LU provisions, and subsequent amendments to those regulations that may be promulgated. The Contractor also agrees to comply with FTA directives to the extent those directives are consistent with SAFETEA-LU provisions, except to the extent that FTA or the Department determines otherwise in writing.

b. Cargo Preference-Use of United States-Flag Vessels. The Contractor agrees to comply with U.S. Maritime Administration regulations, "Cargo Preference-U.S.-Flag Vessels," 46 C.F.R. Part 381, to the extent those regulations apply to the Project.

c. Fly America. The Contractor understands and agrees that the Federal/State Government will not participate in the costs of international air transportation of any individuals involved in or property acquired for the Project unless that air transportation is provided by U.S.-flag air carriers to the extent service by U.S.-flag air carriers is available, in accordance with the requirements of the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C. § 40118, and with U.S. GSA regulations, "Use of United States Flag Air Carriers," 41 C.F.R. §§ 301-10.131 through 301-10.143.

Section 14. Procurement. To the extent applicable, the Contractor agrees to comply with the following third party procurement provisions:

a. Federal Standards. The Contractor agrees to comply with the third party procurement requirements of 49 U.S.C. chapter 53 and other applicable Federal laws in effect now or as subsequently enacted; with U.S. DOT third party procurement regulations of 49 C.F.R. §§ 18.36 and other applicable Federal regulations pertaining to third party procurements and subsequent amendments thereto, to the extent those regulations are consistent with SAFETEA-LU provisions; and Article 8 of Chapter 143 of the North Carolina General Statutes. The Contractor also agrees to comply with the provisions of FTA Circular 4220.1F, "Third Party Contracting Requirements," to the extent those provisions are consistent with SAFETEA-LU provisions and with any subsequent amendments thereto, except to the extent the Department or the FTA determines otherwise in writing. Although the FTA "Best Practices Procurement Manual" provides additional procurement guidance, the Contractor understands that the FTA "Best Practices Procurement Manual" is focused on third party procurement processes and may omit certain Federal requirements applicable to the third party contract work to be performed. The Contractor shall establish written procurement procedures that comply with the required Federal and State standards.

b. Full and Open Competition. In accordance with 49 U.S.C. § 5325(a), the Contractor agrees to conduct all procurement transactions in a manner that provides full and open competition as determined by the Department and FTA.

c. Exclusionary or Discriminatory Specifications. Apart from inconsistent requirements imposed by Federal laws or regulations, the Contractor agrees to comply with the requirements of 49 U.S.C. § 5325(h) by not using any Federal assistance awarded by FTA to support a procurement using exclusionary or discriminatory specifications.

d. Geographic Restrictions. The Contractor agrees that it will not use any State or local geographic preference, except State or local geographic preferences expressly mandated or as permitted by FTA. However, for example, in procuring architectural, engineering, or related services, the Contractor's geographic location may be a selection criterion, provided that a sufficient number of qualified firms are eligible to compete.

e. In-State Bus Dealer Restrictions. The Contractor agrees that in accordance with 49 U.S.C. § 5325(i), any State law requiring buses to be purchased through in-State dealers will not apply to purchases of vehicles acquired with funding authorized under 49 U.S.C. chapter 53.

f. Neutrality in Labor Relations. To the extent permitted by law, the Contractor agrees to comply with Executive Order No. 13502, "Use of Project Labor Agreements (PLA) for Federal Construction Projects," February 6, 2009, 74 Fed. Reg. 6985 et seq. As a result, the Recipient is no longer prohibited from requiring an affiliation with a labor organization, such as a project labor agreement, as a condition for award of any third party contract or subcontract at any tier for construction or construction management services, except to the extent that the Federal Government determines otherwise in writing.

g. Federal Supply Schedules. State, local, or nonprofit Recipients may not use Federal Supply Schedules to acquire federally assisted property or services except to the extent permitted by U.S. GSA, U.S. DOT, or FTA laws, regulations, directives, or determinations.

h. Force Account. The Contractor agrees that FTA may determine the extent to which Federal assistance may be used to participate in force account costs.

i. Department Technical Review. The Contractor agrees to permit the Department to review and approve the Contractor's technical specifications and requirements to the extent the Department believes necessary to ensure proper Project administration. The Contractor agrees to submit the following to the Department for its review and approval prior to solicitation:

(1) New/adapted specifications for equipment, supplies, apparatuses and new-type rolling stock. This requirement does not apply to equipment, supplies, or apparatuses with cost of less than \$30,000; or to Minivans; Conversion and Lift Vans; Center Aisle Vans and Standard Vans; and Light Transit Vehicles (Cutaway-type Bus).

(2) Drawings, designs, and/or description of work for construction, renovation, or facility improvement projects, including the purchase or construction of bus shelters.

j. Department Pre-award Approval. The Contractor agrees to submit procurement documents to the Department for its review and approval prior to award of a contract/ subcontract under this Agreement for any of the following:

- (1) All new-type rolling stock, excluding Minivans; Conversion and Lift Vans; Center Aisle Vans and Standard Vans; and Light Transit Vehicles (Cutaway-type Bus).
- (2) All construction projects equal to or greater than \$30,000;
- (3) Any "brand name" product or sole source purchase equal to or greater than \$2,500;
- (4) Any contract/subcontract to other than apparent lowest bidder equal to or greater than \$2,500;
- (5) Any procurement equal to or greater than \$90,000;
- (6) Any contract modification that would change the scope of a contract or increase the contract amount up to or over the formal (sealed) bid threshold of \$90,000.

k. Project Approval/Third Party Contract Approval. Except to the extent the Department determines otherwise in writing, the Contractor agrees that the Department's award of Federal and State assistance for the Project does not, by itself, constitute pre-approval of any non-competitive third party contract associated with the Project.

l. Preference for Recycled Products. To the extent applicable, the Contractor agrees to comply with U.S. EPA regulations, "Comprehensive Procurement Guidelines for Products Containing Recovered Materials," 40 C.F.R. Part 247, which implements Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and with subsequent Federal regulations that may be promulgated. Accordingly, the Contractor agrees to provide a competitive

preference for products and services that conserve natural resources, protect the environment, and are energy efficient.

m. Clean Air and Clean Water. The Contractor agrees to include in each third party contract and subagreement exceeding \$100,000 adequate provisions to ensure that each Project participant will agree to report the use of facilities placed on or likely to be placed on the U.S. Environmental Protection Agency (U.S. EPA) "List of Violating Facilities," to not use any violating facilities, to report violations to the Department and the Regional U.S. EPA Office, and to comply with the inspection and other applicable requirements of:

(1) Section 306 of the Clean Air Act, as amended, 42 U.S.C. § 7606, and other applicable provisions of the Clean Air Act, as amended, 42 U.S.C. §§ 7401 through 7671q; and

(2) Section 508 of the Clean Water Act, as amended, 33 U.S.C. § 1368, and other applicable requirements of the Clean Water Act, as amended, 33 U.S.C. §§ 1251 through 1377.

n. National Intelligent Transportation Systems Architecture and Standards. To the extent applicable, the Contractor agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA-LU § 5307(c), 23 U.S.C. § 512 note, and comply with FTA Notice, "FTA National ITS Architecture Policy on Transit Projects" 66 Fed. Reg. 1455 et seq., January 8, 2001, and any subsequent further implementing directives, except to the extent FTA or the Department determines otherwise in writing.

o. Rolling Stock. In acquiring rolling stock, the Contractor agrees as follows:

(1) Method of Acquisition. The Department's Public Transportation Division, through the North Carolina Department of Administration, Purchase and Contract Division, awards vehicle contracts for its grant recipients to purchase public transit vehicles. These vehicle contracts comply with FTA and State requirements. The Contractor will utilize these vehicle contracts to purchase public transit vehicles included in the Approved Budget for this Project. For public transit vehicles not included in these contracts, the Contractor shall conduct a competitive procurement process in accordance with this Agreement.

(2) Multi-year Options. In accordance with 49 U.S.C. § 5325(e)(1), the Contractor may not enter into a multi-year contract with options, exceeding five (5) years after the date of the original contract, to purchase additional rolling stock and replacement parts.

(3) Pre-Award and Post-Delivery Requirements. The Contractor agrees to comply with the requirements of 49 U.S.C. § 5323(m) and FTA regulations, "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases," 49 C.F.R. Part 663 and, when promulgated, any amendments to those regulations. The Contractor understands and agrees that to the extent the provisions of 49 U.S.C. § 5323(m), as amended by SAFETEA-LU conflict with FTA's implementing regulations, as currently promulgated, the provisions of 49 U.S.C. § 5323(m), as amended, prevail.

(4) Bus Testing. To the extent applicable, the Contractor agrees to comply with the requirements of 49 U.S.C. § 5318(e) and FTA regulations, "Bus Testing," 49 C.F.R. Part 665, and any amendments to those regulations that may be promulgated.

p. Bonding. For construction projects, the Contractor agrees to provide bid guarantee bond (5% of bid price) and performance and payment bonds (100% of contract price) and comply with any other construction bonding provisions as the Department may determine.

q. Architectural, Engineering, Design, or Related Services. For all architectural, engineering, design, or related services the Contractor shall use qualifications-based competitive proposal [Request for Qualifications (RFQ) in accordance with the Brooks Act] procedures. The Contractor shall follow applicable statutes, N.C.G.S. 143-64.31-34 and requirements set forth in FTA Circular 4220.1F, to retain a qualified, registered architect or professional engineer.

(1) The Contractor agrees to comply with qualifications-based competitive proposal procedures, which require:

(a) An offeror's qualifications be evaluated;

(b) Good faith effort to use minority-owned businesses;

(c) Price be excluded as an evaluation factor;

(d) Negotiations be conducted with only the most qualified offeror;
and

(e) Failing agreement on price, negotiations with the next most

qualified offeror be conducted until a contract award can be made to the most qualified offeror whose price is fair and reasonable.

(2) Geographic location may be a selection criterion in procurements for architectural and engineering (A&E) services provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(3) The Contractor acknowledges and agrees that qualifications-based competitive proposal procedures can only be used for procurement of the following services:

- (a) Program management;
 - (b) Construction management;
 - (c) Feasibility studies; and
 - (d) Preliminary engineering, design, architectural, engineering, surveying, mapping, and related services.
- (4) The Contractor also agrees to:
- (a) Include applicable Federal requirements and certifications in the solicitation;
 - (b) Submit procurement documents to the Department for its review and approval prior to the award of any contract for A&E services for the Project; and
 - (c) Maintain written documentation to support each step of the procurement process.

r. Design-Bid-Build Projects. The Design-Bid-Build method of construction is where there are separate contracts and procurement processes for the design and construction. Typically the designer coordinates the numerous prime contractors that are involved in the construction process. The Contractor may use design-bid-build procurements to implement its projects after it has complied with applicable Federal and State requirements and obtains approval from the Department prior to solicitation and award of the contract.

s. Design-Build Projects. The Design-Build method of construction is where a single contractor is given responsibility for both design and construction, thus eliminating an intermediate procurement step with possible time saving, and more effective coordination and opportunities for cost savings. Currently, this procurement method is not an allowable method of procurement by the State of North Carolina. The Contractor may request to use the design-build method as an "alternate" method. Submission of justification must be presented to the State Building Commission for a 2/3-majority vote of approval. One of the drawbacks of design-build is that the owner does not have an independent source (the A/E in traditional construction) overseeing design implementation and verifying conformance with the drawings and specifications.

t. Competitive Proposal/Request for Proposal (RFP). The competitive proposal/request for proposal (RFP) method of procurement is normally conducted with more than one source submitting an offer, i.e., proposal. Either a fixed price or cost reimbursement type contract is awarded. This method of procurement is generally used when conditions are not appropriate for the use of sealed bids. The Contractor acknowledges that certain restrictions apply under North Carolina law for use of the RFP method and these restrictions and exceptions are discussed below.

(1) The Contractor agrees that the RFP Method may not be used in lieu of an invitation for bids (IFB) for:

- (a) Construction/repair work; or
- (b) Purchase of apparatus, supplies, materials or equipment. See Subsection 14t(2), this Agreement, regarding information technology goods as services.

(2) The Contractor agrees that the RFP method of solicitation may be used (in addition to or instead of any other procedure available under North Carolina law) for the procurement of information technology goods and services [as defined in N.C.G.S. 147-33.81(2)]. This applies to electronic data processing goods and services, telecommunications goods and services, security goods and services, microprocessors, software, information processing, office systems, any services related to the foregoing, and consulting or other services for design or redesign of information technology

supporting business processes. The Contractor will comply with the following minimum requirements [N.C.G.S. 143-129.8]:

- (a) Notice of the request for proposals shall be given in accordance with N.C.G.S. 143-129(b).
- (b) Contracts shall be awarded to the person or entity that submits the best overall proposal as determined by the awarding authority. Factors to be considered in awarding contracts shall be identified in the request for proposals.
- (c) The Contractor may use procurement methods set forth in N.C.G.S. 143-135.9 in developing and evaluating requests for proposals.
- (d) The Contractor may negotiate with any proposer in order to obtain a final contract that best meets the needs of the Contractor.
- (e) Any negotiations shall not alter the contract beyond the scope of the original request for proposals in a manner that deprives the proposers or potential proposers of a fair opportunity to compete for the contract; and would have resulted in the award of the contract to a different person or entity if the alterations had been included in the request for proposals.
- (f) Proposals submitted shall not be subject to public inspection until a contract is awarded.

(3) The Contractor agrees that the RFP method, in accordance with FTA Circular 4220.1F, under the guidelines of FTA "Best Practices Procurement Manual," should be used for procurements of professional services, such as consultants for planning activities and for transit system operations/management. The Contractor acknowledges that certain restrictions apply under North Carolina law for use of the RFP method and these restrictions and exceptions are discussed in Subsections 14t(1) and 14t(2) of this Agreement. For all architectural, engineering, design, or related services, the Contractor agrees that the qualifications-based competitive proposal process shall be used (see Subsection 14q, this Agreement).

(4) When the RFP method is used for procurement of professional services, the Contractor agrees to abide by the following minimum requirements:

- (a) Normally conducted with more than one source submitting an offer (proposal);
- (b) Either fixed price or cost reimbursement type contract will be used;
- (c) Generally used when conditions are not appropriate for use of sealed bids;
- (d) Requests for proposals will be publicized;
- (e) All evaluation factors will be identified along with their relative importance;
- (f) Proposals will be solicited from an adequate number (3 is recommended) of qualified sources;
- (g) A standard method must be in place for conducting technical evaluations of the proposals received and for selecting awardees;
- (h) Awards will be made to the responsible firm whose proposal is most advantageous to the Contractor's program with price and other factors considered; and
- (i) In determining which proposal is most advantageous, the Contractor may award to the proposer whose proposal offers the greatest business value (best value) to the agency. "Best value" is based on determination of which proposal offers the best tradeoff between price and performance, where quality is considered an integral performance factor.

u. Award to Other than the Lowest Bidder. In accordance with Federal and State statutes, a third party contract may be awarded to other than the lowest bidder, if the award furthers an objective (such as improved long-term operating efficiency and lower long-term costs). When specified in bidding documents, factors such as discounts, transportation costs, and life cycle costs will be considered in determining which bid is lowest. Prior to the award of any contract equal to or greater than \$2,500 to other than apparent lowest bidder, the Contractor shall submit its recommendation along with basis/reason for selection to the Department for pre-award approval.

v. Award to Responsible Contractors. The Contractor agrees to award third party contracts only to responsible contractors who possess potential ability to successfully perform under the terms and conditions of the proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. Contracts will not be awarded to parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities in accordance with the Federal debarment and suspension rule, 49 C.F.R. 29. For procurements over \$25,000, the Contractor shall comply, and assure the compliance of each third party contractor and subrecipient at any tier, with the debarment and suspension rule. FTA and the Department recommend that grantees use a certification form for projects over \$25,000, which are funded in part with Federal funds. A sample certification form can be obtained from the Department. The Contractor also agrees to check a potential contractor's debarment/suspension status at the following Web site: <http://epls.arnet.gov/>.

w. Procurement Notification Requirements. With respect to any procurement for goods and services (including construction services) having an aggregate value of \$500,000 or more (in Federal funds), the Contractor agrees to:

- (1) Specify the amount of Federal and State funds that will be used to finance the acquisition in any announcement of the contract award for such goods or services; and
- (2) Express the said amount as a percentage of the total costs of the planned acquisition.

x. Contract Administration System. The Contractor shall maintain a contract administration system that ensures that contractors/subcontractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

y. Access to Third Party Contract Records. The Contractor agrees, and agrees to require its third party contractors and third party subcontractors, at as many tiers of the Project as required, to provide to the Federal and State awarding agencies or their duly authorized representatives, access to all third party contract records to the extent required by 49 U.S.C. § 5325(g), and retain such documents for at least five (5) years after project completion.

Section 15. Leases.

a. Capital Leases. To the extent applicable, the Contractor agrees to comply with FTA regulations, "Capital Leases," 49 C.F.R. Part 639, and any revision thereto.

b. Leases Involving Certificates of Participation. The Contractor agrees to obtain the Department's concurrence before entering into any leasing arrangement involving the issuance of certificates of participation in connection with the acquisition of any capital asset.

Section 16. Hold Harmless. Except as prohibited or otherwise limited by State law or except to the extent that FTA or the Department determines otherwise in writing, upon request by the Federal or State Government, the Contractor agrees to indemnify, save, and hold harmless the Federal and State Government and its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Project. The Contractor shall not be required to indemnify the Federal or State Government for any such liability caused by the wrongful acts of Federal or State employees or agents.

Section 17. Use of Real Property, Equipment, and Supplies. The Contractor understands

and agrees that the Federal/State Government retains a Federal/State interest in any real property, equipment, and supplies financed with Federal/State assistance (Project property) until, and to the extent, that the Federal/State Government relinquishes its Federal/State interest in that Project property. With respect to any Project property financed with Federal/State assistance under this Agreement, the Contractor agrees to comply with the following provisions, except to the extent FTA or the Department determines otherwise in writing:

a. Use of Project Property. The Contractor agrees to maintain continuing control of the use of Project property to the extent satisfactory to FTA. The Contractor agrees to use Project property for appropriate Project purposes (which may include joint development purposes that generate program income, both during and after the award period and used to support public transportation activities) for the duration of the useful life of that property, as required by FTA or the Department. Should the Contractor unreasonably delay or fail to use Project property during the useful life of that property, the Contractor agrees that it may be required to return the entire amount of the Federal and State assistance expended on that property. The Contractor further agrees to notify the Department immediately when any Project property is withdrawn from Project use or when any Project property is used in a manner substantially different from the representations the Contractor has made in its Application or in the Project Description for this Agreement for the Project. In turn, the Department shall be responsible for notifying FTA.

b. General. The Contractor agrees to comply with the property management standards of 49 C.F.R. §§ 18.31 through 18.33, including any amendments thereto, and with other applicable Federal and State regulations and directives. Any exception to the requirements of 49 C.F.R. §§ 18.31 through 18.33 requires the express approval of the Federal Government in writing. The Contractor also consents to the Department's reimbursement requirements for premature dispositions of certain Project equipment, as set forth in Subsection 17i of this Agreement.

c. Maintenance and Inspection of Vehicles, Facilities and Other Project Equipment. The Contractor shall maintain all project equipment at a high level of cleanliness, safety, and mechanical soundness in accordance with the minimum maintenance requirements recommended by the manufacturer. The Contractor shall register all vehicle maintenance activities in a Comprehensive Maintenance Record or an electronic version of same. The Department shall conduct frequent inspections to confirm proper maintenance pursuant to this Subsection 17c of this Agreement and the State Management Plan. The Contractor shall collect and submit to the Department at such time and in such manner as it may require information for the purpose of the Department's Public Transportation Management System (PTMS).

The Contractor shall maintain the facility, including any and all equipment installed into or added on to the facility as part of the Project, in good operating order and at a high level of cleanliness, safety and mechanical soundness in accordance with good facility maintenance and upkeep practices and in accordance with the minimum maintenance requirements recommended by the manufacturer for all equipment installed in or added to the facility as part of the Project. Such maintenance shall be in compliance with applicable Federal and state regulations or directives that may be issued, except to the extent that the Department determines otherwise in writing. The Department shall conduct inspections as it deems necessary to confirm proper maintenance on the part of the Contractor pursuant to Subsection 17c of the Agreement and the State Management Plan. Such inspections may or may not be scheduled ahead of time, but will be conducted such that they shall not significantly interfere with the ongoing and necessary functions for which the Project was designed. The Contractor shall make every effort to accommodate such inspections by the Department in accordance with the Department's desired schedule for such inspections. The Contractor shall collect and submit to the Department at such time and in such manner as the Department may require information for the purpose of the Department's Public Transportation Management System (PTMS) and any and all other reports the Department deems necessary. The Contractor shall also maintain and make available to the Department upon its demand all documents, policies, procedures, purchase orders, bills of sale, internal work orders and similar items that demonstrate the Contractor's maintenance of the facility in good operating order and at a high level of cleanliness, safety and mechanical soundness.

d. Records. The Contractor agrees to keep satisfactory records pertaining to the use of Project property, and submit to the Department upon request such information as may be required to assure compliance with this Section 14 of this Agreement.

e. Incidental Use. The Contractor agrees that:

(1) General. Any incidental use of Project property will not exceed that permitted under applicable Federal and State laws, regulations, and directives.

(2) Alternative Fueling Facilities. As authorized by 49 U.S.C. § 5323(p), any incidental use of its federally financed alternative fueling facilities and equipment by non-transit public entities and private entities will be permitted, only if the:

(a) Incidental use does not interfere with the Contractor's Project or public transportation operations;

(b) Contractor fully recaptures all costs related to the incidental use from the non-transit public entity or private entity;

(c) Contractor uses revenues received from the incidental use in excess of costs for planning, capital, and operating expenses that are incurred in providing public transportation; and

(d) Private entities pay all applicable excise taxes on fuel.

f. Title to Vehicles. The Certificate of Title to all vehicles purchased under the Approved Budget for this Project shall be in the name of the Contractor. The Department's Public Transportation Division shall be recorded on the Certificate of Title as first lien-holder. In the event of project termination or breach of contract provisions, the Contractor shall, upon written notification by the Department, surrender Project equipment and/or transfer the Certificate(s) of Title for Project equipment to the Department or the Department's designee.

g. Encumbrance of Project Property. The Contractor agrees to maintain satisfactory continuing control of Project property as follows:

(1) Written Transactions. The Contractor agrees that it will not execute any transfer of title, lease, lien, pledge, mortgage, encumbrance, third party contract, subagreement, grant anticipation note, alienation, innovative finance arrangement (such as a cross border lease, leveraged lease, or otherwise), or any other obligation pertaining to Project property, that in any way would affect the continuing Federal and State interest in that Project property.

(2) Oral Transactions. The Contractor agrees that it will not obligate itself in any manner to any third party with respect to Project property.

(3) Other Actions. The Contractor agrees that it will not take any action adversely affecting the Federal and State interest in or impair the Contractor's continuing control of the use of Project property.

h. Transfer of Project Property. The Contractor understands and agrees as follows:

(1) Contractor Request. The Contractor may transfer any Project property financed with Federal assistance authorized under 49 U.S.C. chapter 53 to a local governmental authority to be used for any public purpose with no further obligation to the Federal Government, provided the transfer is approved by the Federal Transit Administrator and conforms with the requirements of 49 U.S.C. §§ 5334(h)(1) through 5334(h)(3).

- (2) Federal/State Government Direction. The Contractor agrees that the Federal or State Government may direct the disposition of, and even require the Contractor to transfer title to any Project property financed with Federal/State assistance under this Agreement.
- (3) Leasing Project Property to Another Party.
- (a) General. Prior to entering into any third party contract for leasing Project property to another party, the Contractor agrees to obtain approval from the Department. If the Contractor leases any Project property to another party, the Contractor agrees to retain ownership of the leased Project property, and assure that the lessee will use the Project property appropriately, through a written lease between the Contractor and lessee. The Contractor agrees to use the standard lease agreement form provided by the Department and to provide a copy of the signed, executed lease agreement to the Department. In accordance with Subsection 5g of this Agreement, regardless of assignment of work to be completed under this Project or lease of Project assets to a third party, it is the Contractor's primary responsibility to comply with Federal and State requirements of this Agreement and assure the compliance of any third party contractors.
- (b) Lease of Vehicles. The lease of vehicles acquired with financial assistance authorized for 49 U.S.C. 5311 to any third party is contingent upon approval of the Department. It is allowable to lease vehicles to another Community Transportation System providing general public service in the State of North Carolina, upon approval of the Department. It is also allowable for vehicles to be leased to a third party operator or transportation management company that operates the transit service within a county/region under contract to the Contractor, upon approval of the Department. The Contractor agrees to use the vehicle lease agreement provided by the Department when vehicles are leased, even if on a short-term basis, to another Community Transportation System or a management company. The Contractor agrees to obtain written approval from the Department before the lease is executed and forward a copy of the signed, executed lease agreement to the Department. The Contractor, as a Community Transportation System, shall not lease vehicles to human service agencies, county agencies/government, community agencies or school systems. The Contractor agrees not to loan vehicle(s) to other agencies/individuals for short-term use, even during hours that the transportation system is not providing service, as the vehicle(s) will generally be used to provide service that is "closed-door," i.e., not open to the general public.
- i. Disposition of Project Property. With prior Department approval, the Contractor may sell, transfer, or lease Project property and use the proceeds to reduce the gross project cost of other eligible capital public transportation projects to the extent permitted by 49 U.S.C. § 5334(h)(4). The Contractor also agrees that the Department shall determine "useful life" for all Project property and that the Contractor will use Project property continuously and appropriately throughout the useful life of that property. Upon the end of the period of useful life, the Contractor may dispose of Project property after notifying and receiving disposition instructions from the Department.
- (1) Project Property Whose Useful Life Has Expired. When the useful life of Project property has expired, the Contractor agrees to comply with the Department's disposition requirements.
- (2) Project Property Prematurely Withdrawn from Use. For Project property withdrawn from appropriate use before its useful life has expired, the Contractor agrees as follows:
- (a) Notification Requirement. The Contractor agrees to notify the Department immediately when any Project property is prematurely withdrawn from appropriate use, whether by planned withdrawal, misuse, or casualty loss.
- (b) Calculating the Fair Market Value of Prematurely Withdrawn Project Property. The Contractor agrees that the Federal/State Government retains a Federal/State interest in the fair market value of Project property prematurely withdrawn from appropriate use. The

amount of the Federal/State interest in the Project property shall be determined by the ratio of the Federal/State assistance awarded for the property to the actual cost of the property. The Contractor agrees that the fair market value of Project property prematurely withdrawn from use will be calculated as follows:

1. Equipment and Supplies. The Contractor agrees that the fair market value of Project equipment and supplies shall be calculated by straight-line depreciation of that property, based on the useful life of the equipment or supplies as established by the Department. The fair market value of Project equipment and supplies shall be the value immediately before the occurrence prompting the withdrawal of the equipment or supplies from appropriate use. In the case of Project equipment or supplies lost or damaged by fire, casualty, or natural disaster, the fair market value shall be calculated on the basis of the condition of that equipment or supplies immediately before the fire, casualty, or natural disaster, or the amount of insurance coverage, whichever is greater.

2. Real Property. The Contractor agrees that the fair market value of real property financed under the Project shall be determined by FTA either on the basis of competent appraisal based on an appropriate date approved by FTA, as provided by 49 C.F.R. Part 24, by straight line depreciation of improvements to real property coupled with the value of the land as determined by FTA on the basis of appraisal, or other Federal law or regulations that may be applicable.

3. Exceptional Circumstances. The Contractor agrees that the Department may require the use of another method to determine the fair market value of Project property. In unusual circumstances, the Contractor may request that another reasonable valuation method be used including, but not limited to, accelerated depreciation, comparable sales, or established market values. In determining whether to approve such a request, the Department may consider any action taken, omission made, or unfortunate occurrence suffered by the Contractor with respect to the preservation of Project property withdrawn from appropriate use.

(c) Financial Obligations to the Federal/State Government. The Contractor agrees to remit to the Department the Federal and State interest in the fair market value of any Project property prematurely withdrawn from appropriate use. In turn, the Department shall be responsible to remit the Federal interest to the FTA. In the case of fire, casualty, or natural disaster, the Contractor may fulfill its obligations to remit the Federal and State interest by either:

1. Investing an amount equal to the remaining Federal and State interest in like-kind property that is eligible for assistance within the scope of the Project that provided Federal/State assistance for the Project property prematurely withdrawn from use; or

2. Returning to the Department an amount equal to the remaining Federal and State interest in the withdrawn Project property.

j. Insurance Proceeds. If the Contractor receives insurance proceeds as a result of damage or destruction to the Project property, the Contractor agrees to:

(1) Apply those insurance proceeds to the cost of replacing the damaged or destroyed Project property taken out of service, or

(2) Return to the Department an amount equal to the remaining Federal and State interest in the damaged or destroyed Project property.

k. Transportation - Hazardous Materials. The Contractor agrees to comply with applicable requirements of U.S. Pipeline and Hazardous Materials Safety Administration regulations, "Shippers - General Requirements for Shipments and Packaging," 49 C.F.R. Part 173, in connection with the

transportation of any hazardous materials.

l. Misused or Damaged Project Property. If any damage to Project property results from abuse or misuse occurring with the Contractor's knowledge and consent, the Contractor agrees to restore the Project property to its original condition or refund the value of the Federal and State interest in that property, as the Department may require.

m. Responsibilities after Project Closeout. The Contractor agrees that Project closeout by the Department will not change the Contractor's Project property management responsibilities as stated in Section 14 of this Agreement, and as may be set forth in subsequent Federal and State laws, regulations, and directives, except to the extent the Department determines otherwise in writing.

Section 18. Insurance: The Contractor shall be responsible for protecting the state and/or federal financial interest in the facility construction/renovation and equipment purchased under this Agreement throughout the useful life. The Contractor shall provide, as frequently and in such manner as the Department may require, written documentation that the facility and equipment are insured against loss in an amount equal to or greater than the state and/or federal share of the real value of the facility or equipment. Failure of the Contractor to provide adequate insurance shall be considered a breach of contract and, after notification may result in termination of this Agreement. In addition, other insurance requirements may apply, the Contractor agrees as follows:

a. Minimum Requirements. At a minimum, the Contractor agrees to comply with the insurance requirements normally imposed by North Carolina State and local laws, regulations, and ordinances, except to the extent that the Department determines otherwise in writing.

b. Flood Hazards. To the extent applicable, the Contractor agrees to comply with the flood insurance purchase provisions of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 U.S.C. § 4012a(a), with respect to any Project activity involving construction or an acquisition having an insurable cost of \$10,000 or more.

Section 19. Relocation. When relocation of individuals or businesses is required, the Contractor agrees as follows:

a. Relocation Protections. The Contractor agrees to comply with 49 U.S.C. § 5324(a), which requires compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. §§ 4601 et seq.; and U.S. DOT regulations, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs," 49 C.F.R. Part 24, which provide for fair and equitable treatment of persons displaced and persons whose property is acquired as a result of Federal and federally assisted programs. [See, new U.S. DOT final rule, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs," 49 C.F.R. Part 24, at 70 Fed. Reg. 590 et seq., January 4, 2005.] These requirements apply to relocation in connection with all interests in real property acquired for the Project regardless of Federal participation in the costs of that real property.

b. Nondiscrimination in Housing. In carrying out its responsibilities to provide housing that may be required for compliance with Federal relocation requirements for individuals, the Contractor agrees to comply with Title VIII of the Civil Rights Act of 1968, as amended, 42 U.S.C. §§ 3601 et seq., and with Executive Order No. 12892, "Leadership and Coordination of Fair Housing in Federal Programs: Affirmatively Furthering Fair Housing," 42 U.S.C. § 3608 note.

c. Prohibition Against Use of Lead-Based Paint. In undertaking construction or rehabilitation of residential structures on behalf of individuals affected by real property acquisition in connection with implementing the Project, the Contractor agrees that it will not use lead-based paint, consistent with the prohibitions of Section 401(b) of the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. § 4831(b), and the provisions of U.S. Housing and Urban Development regulations, "Lead-based Paint Poisoning in Certain Residential Structures."

Section 20. Real Property. For real property acquired with Federal assistance, the Contractor

agrees as follows:

a. Land Acquisition. The Contractor agrees to comply with 49 U.S.C. § 5324(a), which requires compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. §§ 4601 et seq.; and with U.S. DOT regulations, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs," 49 C.F.R. Part 24. [See, new U.S. DOT final rule, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs," 49 C.F.R. Part 24, 70 Fed. Reg. 590 et seq., January 4, 2005.] These requirements apply to all interests in real property acquired for Project purposes regardless of Federal participation in the cost of that real property.

b. Covenant Assuring Nondiscrimination. The Contractor agrees to include a covenant in the title of the real property acquired for the Project to assure nondiscrimination during the useful life of the Project.

c. Recording Title to Real Property. To the extent required by FTA and the Department, the Contractor agrees to record the Federal and/or State's interest in title to real property used in connection with the Project and/or execute at the request of the Department any instrument or documents evidencing or related to the State's interest in the Project's property.

(1) As a condition of its participation in a Facility Project, the Department will retain a secured interest in the Project for the estimated life of the Project, expected to be forty (40) years, following completion of the Project; or the prorated share of the original investment or current fair market value (the higher value of the two); whichever comes first.

d. Department Approval of Changes in Real Property Ownership. The Contractor agrees that it will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities used in the Project without prior written permission and instructions from the Department.

e. Disposal of Real Property.

(1) If useful life is not attained, upon the sale or disposition of any Project facility, the Department shall be entitled to a refund of the original state and/or federal investment or the state and/or federal prorated share of the current fair market value of the project facility, whichever is greater.

(2) For the purpose of this Agreement, the term "any sale or disposition of the Project facility" shall mean any sale or disposition of the facility for a use not consistent with purposes for which the state and/or federal share was originally granted pursuant to the Project Agreement, or for a use consistent with such purposes wherein the transferee in the sale or disposition does not enter into an assignment and assumption agreement with the Contractor with respect to the Contractor's obligation under this Agreement or the Grant Agreement, so that the transferee becomes obligated as if the transferee had been the original party.

Section 21. Employee Protections

a. Construction Activities. The Contractor agrees to comply, and assures the compliance of each third party contractor and each subrecipient at any tier of the Project, with the following laws and regulations providing protections for construction employees:

(1) Davis-Bacon Act, as amended, 49 U.S.C. § 5333(a), which requires compliance with the Davis-Bacon Act, 40 U.S.C. §§ 3141 et seq., and implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5;

(2) Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701 et seq., specifically, the wage and hour requirements of Section 102 of that Act at 40 U.S.C. § 3702, and implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5; and the safety requirements of Section 107 of that Act at 40 U.S.C. § 3704, and implementing U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926; and

(3) Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. § 874 and 40 U.S.C. Section 3145 and implementing U.S. DOL regulations, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States," 29 C.F.R. Part 3.

b. Activities Not Involving Construction. The Contractor agrees to comply, and assures the compliance of each third party contractor and each subrecipient at any tier of the Project, with the employee protection requirements for nonconstruction employees of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701 et seq., in particular the wage and hour requirements of Section 102 of that Act at 40 U.S.C. § 3702, and with U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.

c. Activities Involving Commerce. The Contractor agrees that the provisions of the Fair Labor Standards Act, 29 U.S.C. §§ 201 et seq., apply to employees performing Project work involving commerce.

d. Public Transportation Employee Protective Arrangements for Projects in Nonurbanized Areas Authorized by 49 U.S.C. § 5311. The Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, U.S. DOL implementing procedures, and any revisions thereto.

Section 22. Environmental Protections. The Contractor recognizes that many Federal and State laws imposing environmental and resource conservation requirements may apply to the Project. Some, but not all, of the major Federal laws that may affect the Project include: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 through 4335; the Clean Air Act, as amended, 42 U.S.C. §§ 7401 through 7671q and scattered sections of Title 29, United States Code; the Clean Water Act, as amended, 33 U.S.C. §§ 1251 through 1377; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 through 6992k; the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601 through 9675, as well as environmental provisions within Title 23, United States Code, and 49 U.S.C. chapter 53. The Contractor also recognizes that U.S. EPA, FHWA and other Federal agencies have issued, and in the future are expected to issue, Federal regulations and directives that may affect the Project. Thus, the Contractor agrees to comply, and assures the compliance of each third party contractor, with any applicable Federal laws, regulations and directives as the Federal Government are in effect now or become effective in the future, except to the extent the Federal Government determines otherwise in writing. Listed below are environmental provisions of particular concern to FTA and the Department. The Contractor understands and agrees that those laws, regulations, and directives may not constitute the Contractor's entire obligation to meet all Federal environmental and resource conservation requirements.

a. National Environmental Policy. Federal assistance is contingent upon the Contractor's facilitating FTA's compliance with all applicable requirements and implementing regulations of the National Environmental Policy Act of 1969, as amended, (NEPA) 42 U.S.C. §§ 4321 through 4335 (as restricted by 42 U.S.C. § 5159, if applicable); Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," 42 U.S.C. § 4321 note; FTA statutory requirements at 49 U.S.C. § 5324(b); U.S. Council on Environmental Quality regulations pertaining to compliance with NEPA, 40 C.F.R. Parts 1500 through 1508; and joint FHWA/FTA

regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622, and subsequent Federal environmental protection regulations that may be promulgated.

The Recipient agrees to comply with the applicable provisions of 23 U.S.C. Section 139 pertaining to environmental procedures, and 23 U.S.C. Section 326, pertaining to State responsibility for categorical exclusions, in accordance with the provisions of joint FHWA/FTA final guidance, "SAFETA-LU Environmental Review Process (Public Law 109-59)," 71 Fed. Reg. 66576 et seq., November 15, 2006 and any applicable Federal directives that may be issued at a later date, except to the extent that FTA determines otherwise in writing.

b. Air Quality. Except to the extent the Federal Government determines otherwise in writing, the Contractor agrees to comply with all applicable Federal laws, regulations, and directives implementing the Clean Air Act, as amended, 42 U.S.C. §§ 7401 through 7671q, and:

(1) The Contractor agrees to comply with the applicable requirements of Section 176(c) of the Clean Air Act, 42 U.S.C. § 7506(c), consistent with the joint FHWA/FTA document, "Interim Guidance for Implementing Key SAFETEA-LU Provisions on Planning, Environment, and Air Quality for Joint FHWA/FTA Authorities," dated September 2, 2005, and any subsequent applicable Federal directives that may be issued; with U.S. EPA regulations, "Conformity to State or Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 C.F.R. Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93, and any subsequent Federal conformity regulations that may be promulgated. To support the requisite air quality conformity finding for the Project, the Contractor agrees to implement each air quality mitigation or control measure incorporated in the Project. The Contractor further agrees that any Project identified in an applicable State Implementation Plan (SIP) as a Transportation Control Measure will be wholly consistent with the design concept and scope of the Project described in the SIP.

(2) U.S. EPA also imposes requirements implementing the Clean Air Act, as amended, which may apply to public transportation operators, particularly operators of large public transportation bus fleets. Accordingly, the Contractor agrees to comply with the following U.S. EPA regulations to the extent they apply to the Project: "Control of Air Pollution from Mobile Sources," 40 C.F.R. Part 85; "Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines," 40 C.F.R. Part 86; and "Fuel Economy of Motor Vehicles," 40 C.F.R. Part 600.

(3) The Contractor agrees to comply with notice of violating facility provisions of Executive Order No. 11738, "Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans," 42 U.S.C. § 7606 note.

c. Clean Water. Except to the extent the Federal Government determines otherwise in writing, the Contractor agrees to comply with all applicable Federal regulations and directives issued pursuant to the Clean Water Act, as amended, 33 U.S.C. §§ 1251 through 1377. In addition:

(1) The Contractor agrees to protect underground sources of drinking water consistent with the provisions of the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. §§ 300f through 300j-6.

(2) The Contractor agrees to comply with notice of violating facility provisions of Executive Order No. 11738, "Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans," 42 U.S.C. § 7606 note.

d. Use of Public Lands. The Contractor agrees that in implementing its Project, it will not use any publicly owned land from a park, recreation area, or wildlife or waterfowl refuge of national, State, or local significance as determined by the Federal, State, or local officials having jurisdiction thereof, and it will not use any land from a historic site of national, state, or local significance, unless the Federal Government makes the findings required by 49 U.S.C. §§ 303(b) and 303(c). The Contractor also agrees to comply with joint FHWA/FTA regulations, "Parks, Recreation Areas, Wildlife and Waterfowl Refuges, and Historic Sites," 23 C.F.R. Parts 771 and 774, and 49 C.F.R. Part 622, when promulgated.

e. Wild and Scenic Rivers. The Contractor agrees to comply with applicable provisions of the Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. §§ 1271 through 1287, relating to protecting components of the national wild and scenic rivers system; and to the extent applicable, to comply with U.S. Forest Service regulations, "Wild and Scenic Rivers," 36 C.F.R. Part 297, and with U.S. Bureau of Land Management regulations, "Management Areas," 43 C.F.R. Part 8350.

f. Coastal Zone Management. The Contractor agrees to assure Project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972, as amended, 16 U.S.C. §§ 1451 through 1465.

g. Wetlands. The Contractor agrees to facilitate compliance with the protections for wetlands in accordance with Executive Order No. 11990, as amended, "Protection of Wetlands," at 42 U.S.C. § 4321 note.

h. Floodplains. The Contractor agrees to comply with the flood hazards protections in floodplains in accordance with Executive Order No. 11988, as amended, "Floodplain Management," 42 U.S.C. § 4321 note.

i. Endangered Species and Fisheries Conservation. The Contractor agrees to comply with protections for endangered species set forth in the Endangered Species Act of 1973, as amended, 16 U.S.C. §§ 1531 through 1544, and the Magnuson Stevens Fisheries Conservation Act, as amended, 16 U.S.C. §§ 1801 et seq.

j. Historic Preservation. The Contractor agrees to encourage compliance with the Federal historic and archaeological preservation requirements of Section 106 of the National Historic Preservation Act, as amended, 16 U.S.C. § 470f; with Executive Order No. 11593, "Protection and Enhancement of the Cultural Environment," 16 U.S.C. § 470 note; and with the Archaeological and Historic Preservation Act of 1974, as amended, 16 U.S.C. §§ 469a through 469c, as follows:

(1) In accordance with U.S. Advisory Council on Historic Preservation regulations, "Protection of Historic and Cultural Properties," 36 C.F.R. Part 800, the Contractor agrees to consult with the State Historic Preservation Officer concerning investigations to identify properties and resources included in or eligible for inclusion in the National Register of Historic Places that may be affected by the Project, and agrees to notify FTA of those properties that are affected.

(2) The Contractor agrees to comply with all applicable Federal regulations and directives to avoid or mitigate adverse effects on those historic properties, except to the extent the Federal Government determines otherwise in writing.

k. Indian Sacred Sites. The Contractor agrees to facilitate compliance with the preservation of places and objects of religious importance to American Indians, Eskimos, Aleuts, and Native Hawaiians, in compliance with the American Indian Religious Freedom Act, 42 U.S.C. § 1996, and with Executive Order No. 13007, "Indian Sacred Sites," 42 U.S.C. § 1996 note, except to the extent the Federal Government determines otherwise in writing.

l. Mitigation of Adverse Environmental Effects. Should the proposed Project cause or result in adverse environmental effects, the Contractor agrees to take all reasonable measures to minimize the impact of those adverse effects, as required by 49 U.S.C. § 5324(b), and other applicable Federal laws and regulations, including 23 C.F.R. Part 771 and 49 C.F.R. Part 622. The Contractor agrees to comply with all environmental mitigation measures that may be identified as commitments in applicable environmental documents, (i.e., environmental assessments, environmental impact statements, memoranda of agreement, and other documents as required by 49 U.S.C. § 303) and agrees to comply with any conditions the Federal Government might impose in a finding of no significant impact or record of decision. The Contractor agrees that those environmental mitigation measures are incorporated by reference and made part of this Agreement for the Project. The Contractor also agrees that any deferred mitigation measures will be incorporated by reference and made part of this Agreement for the Project as soon as agreement with the Federal Government is reached. The Contractor agrees that those mitigation measures agreed upon may not be modified or withdrawn without the express written approval of the Federal Government.

Section 23. Energy Conservation. The Contractor agrees to comply with the North Carolina Energy Policy Act of 1975 (N.C.G.S. 113B) issued in accordance with the Energy Policy and Conservation Act, as amended, 42 U.S.C. §§ 6321 et seq., except to the extent that the Department determines otherwise in writing. To the extent applicable, the Contractor agrees to perform an energy

assessment for any building constructed, reconstructed, or modified with FTA assistance, as provided in FTA regulations, "Requirements for Energy Assessments," 49 C.F.R. Part 622, Subpart C.

Section 24. Charter Service Operations.

The Contractor acknowledges that Federal and State requirements prohibit the use of vehicles, facilities and equipment funded by Federal or State grant programs for the provision of charter services unless it is determined that there are no willing and able charter operators in the service area. Federal law does not provide exceptions to these regulations for vehicles that are loaned or leased to other agencies or entities.

The Contractor agrees that neither it nor any public transportation operator performing work in connection with a Project financed under 49 U.S.C. chapter 53 will engage in charter service operations, except as authorized by 49 U.S.C. § 5323(d) and FTA regulations, "Charter Service," 49 C.F.R. Part 604, and any subsequent Charter Service regulations or FTA directives that may be issued, except to the extent that FTA determines otherwise in writing. Any charter service agreement required by FTA regulations is incorporated by reference and made part of this Agreement for the Project. The Contractor understands and agrees that in addition to any remedy specified in the charter service agreement, if a pattern of violations of that agreement is found, the violator will be barred from receiving Federal transit assistance in an amount to be determined by FTA or U.S. DOT.

Section 25. School Transportation Operations. The Contractor agrees that neither it nor any public transportation operator performing work in connection with a Project financed under 49 U.S.C. chapter 53 will engage in school transportation operations for the transportation of students or school personnel exclusively in competition with private school transportation operators, except as authorized by 49 U.S.C. §§ 5323(f) or (g), as applicable, and FTA regulations, "School Bus Operations," 49 C.F.R. Part 605, and any subsequent School Transportation Operations regulations or FTA directives that may be issued. Any school transportation operations agreement required by FTA regulations is incorporated by reference and made part of this Agreement for the Project. The Contractor understands and agrees that if it or an operator violates that school transportation operations agreement the violator will be barred from receiving Federal transit assistance in an amount to be determined by FTA or U.S. DOT.

Section 26. Geographic Information and Related Spatial Data. In accordance with U.S. OMB Circular A-16, "Coordination of Geographic Information and Related Spatial Data Activities," August 19,2002, the Contractor agrees to implement its Project so that any activities involving spatial data and geographic information systems activities financed directly or indirectly, in whole or in part, by Federal assistance, consistent with the National Spatial Data infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

Section 27. Motor Carrier Safety. To the extent applicable, the Contractor agrees to comply with, and assures the compliance of its subrecipients, lessees, and third party contractors with, applicable provisions of the following regulations promulgated by the U.S. Federal Motor Carrier Safety Administration (U.S. FMCSA):

a. **Financial Responsibility.** The Contractor agrees as follows:

- (1) To the extent that the Contractor is engaged in interstate commerce and not within a defined commercial zone, the Contractor agrees to comply with U.S. FMCSA regulations, "Minimum Levels of Financial Responsibility for Motor Carriers," 49 U.S.C. Part 387, dealing with economic registration and insurance requirements. For recipients of Federal assistance under 49 U.S.C. §§ 5307, 5310, or 5311, 49 C.F.R. Part 387 is modified by 49 U.S.C. § 31138(e)(4) which reduces the amount of insurance required of such recipients to the highest amount of any state in which the transit provider operates.
- (2) To the extent that the Contractor is engaged in interstate commerce and not within a defined commercial zone and is not a unit of government

(defined as Federal Government, a state, any political subdivision of a state or any agency established under a compact between states), the Contractor agrees to comply with U.S. FMCSA regulations, Subpart B, "Federal Motor Carrier Safety Regulations," at 49 CFR Parts 390 through 396.

- b. Driver Qualifications. The Contractor agrees to comply with U.S. FMCSA's regulations, "Commercial Driver's License Standards, Requirements, and Penalties," 49 C.F.R. Part 383.
- c. Substance Abuse Rules for Motor Carriers. The Contractor agrees to comply with U.S. FMCSA's regulations, "Drug and Alcohol Use and Testing Requirements," 49 C.F.R. Part 382, which apply to transit providers that operate a commercial motor vehicle that has a gross weight rating over 26,000 pounds or is designed to transport sixteen (16) or more passengers, including the driver.

Section 28. Substance Abuse. To the extent applicable, the Contractor agrees to comply with the following Federal substance abuse regulations:

a. Drug-Free Workplace. U.S. OMB Guidance, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)," 2 C.F. R. Part 182, U.S. DOT regulations, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance), 49 C.F.R. Part 32, that implement the Drug-Free Workplace Act of 1988, 41 U.S.C. §§ 701 et seq.

b. Alcohol Misuse and Prohibited Drug Use. FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 C.F.R. Part 655, that implement 49 U.S.C. § 5331.

Section 29. Seat Belt Use. In accordance with Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U. S. C. § 402 note, the Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned, rented, or personally operated vehicles, and to include this provision in any third party contracts, third party subcontracts, or subagreements involving the Project.

Section 30. Text Messaging While Driving. In accordance with Executive Order No. 13513, Federal Leadership on Reducing Text Messaging While Driving October 1, 2009, 23 U.S.C.A. § 402 note, and DOT Order 3902.10, Text Messaging While December 30, 2009, the Grantee is encouraged to comply with the term of the following Special Provision.

a. Definitions. As used in this Special Provision:

(1) "Driving" means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. "Driving does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

(2) "Text Messaging" means reading from or entering data into any handheld or other electric device, including the purpose of short message service texting, e-mailing, instant messaging, obtaining navigating information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless the practice is prohibited by State or local law.

b. Safety. The Grantee is encouraged to:

(1) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving –

(a) Grantee-owned or Grantee-rented vehicles or Government-owned, leased or rented vehicles;

(b) Privately-owned vehicles when on official Project related business or when performing any work for or on behalf of the Project; or

(c) Any vehicle, on or off duty, and using an employer supplied electronic device.

(2) Conduct workplace safety initiatives in a manner commensurate with the Grantee's size, such as:

- (a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
- (b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- (3) Include this Special Provision in its subagreements with its subrecipients and third party contracts and also encourage its subrecipients, lessees, and third party contractors to comply with the terms of this Special Provision, and include this Special Condition in each subagreement, lease, and third party contract at each tier financed with Federal assistance provided by the Federal Government.

Section 31. Protection of Sensitive Security Information. To the extent applicable, the Contractor agrees to comply with 49 U.S.C. § 40119(b) and implementing U.S. DOT regulations, "Protection of Sensitive Security Information," 49 C.F.R. Part 15, and with 49 U.S.C. § 114(s) and implementing U.S. Department of Homeland Security, Transportation Security Administration regulations, "Protection of Sensitive Security Information," 49 C.F.R. Part 1520.

Section 32. Disputes, Breaches, Defaults, or Other Litigation. The Contractor agrees that FTA and the Department have a vested interest in the settlement of any dispute, breach, default, or litigation involving the Project. Accordingly:

a. **Notification to the Department.** The Contractor agrees to notify the Department in writing of any current or prospective major dispute, breach, default, or litigation that may affect the Federal/State Government's interests in the Project or the Federal/State Government's administration or enforcement of Federal/State laws or regulations. If the Contractor seeks to name the Federal/State Government as a party to litigation for any reason, in any forum, the Contractor agrees to inform the Department in writing before doing so. In turn, the Department shall be responsible for notifying FTA.

b. **Federal/State Interest in Recovery.** The Federal/State Government retains the right to a proportionate share, based on the percentage of the Federal/State share awarded for the Project, of proceeds derived from any third party recovery, except that the Contractor may return any liquidated damages recovered to its Project Account in lieu of returning the Federal/State share to the Department.

c. **Enforcement.** The Contractor agrees to pursue all legal rights provided within any third party contract.

d. **FTA and Department Concurrence.** The FTA and the Department reserve the right to concur in any compromise or settlement of any claim involving the Project and the Contractor.

e. **Alternative Dispute Resolution.** The Department encourages the Contractor to use alternative dispute resolution procedures, as may be appropriate.

Section 33. Amendments/Revisions to the Project. The Contractor agrees that a change in Project circumstances causing an inconsistency with the terms of this Agreement for the Project will require an amendment **or revision** to this Agreement for the Project signed by the original signatories or their authorized designees or successors. The Contractor agrees that a change in the fundamental information submitted in its Application will also require an Amendment to its Application or this Agreement for the Project. **The Contractor agrees that the project will not incur any costs associated with the amendment or revision before receiving notification of approval from the division. The Contractor agrees that any requests for amendments and or revisions will be submitted in accordance with the policies and procedures established by FTA and the Department.**

Section 34. Information Obtained Through Internet Links. This Agreement may include electronic links/Web site addresses to Federal/State laws, regulations, and directives as well as other information. The Department does not guarantee the accuracy of information accessed through such links. Accordingly, the Contractor agrees that information obtained through any electronic link within this Agreement does not represent an official version of a Federal/State law, regulation, or directive, and might be inaccurate. Thus, information obtained through such links is neither incorporated by

reference nor made part of this Agreement. The Federal Register and the Code of Federal Regulations are the official sources for regulatory information pertaining to the Federal Government.

Section 35. Severability. If any provision of the FTA Master Agreement or this Agreement for the Project is determined invalid, the remainder of that Agreement shall not be affected if that remainder would continue to conform to the requirements of applicable Federal/State laws or regulations.

Section 36. Termination of Agreement.

a. The Department of Transportation. In the event of the Contractor's noncompliance with any of the provisions of this Agreement, the Department may suspend or terminate the Agreement by giving the Contractor thirty (30) days advance notice. Any failure to make reasonable progress on the Project or violation of this Agreement for the Project that endangers substantial performance of the Project shall provide sufficient grounds for the Department to terminate the Agreement for the Project. In general, termination of Federal and State assistance for the Project will not invalidate obligations properly incurred by the Contractor before the termination date to the extent those obligations cannot be canceled. If, however, the Department determines that the Contractor has willfully misused Federal/State assistance by failing to make adequate progress, failing to make reasonable and appropriate use of Project property, or failing to comply with the terms of this Agreement for the Project, the Department reserves the right to require the Contractor to refund the entire amount of Federal and State assistance provided for the Project or any lesser amount as the Department may determine. Expiration of any Project time period established for the Project does not, by itself, constitute an expiration or termination of the Agreement for the Project. The Department, before issuing notice of Agreement termination, shall allow the Contractor a reasonable opportunity to correct for noncompliance. Upon noncompliance with the nondiscrimination section (Section 8) of this Agreement or with any of the said rules, regulations or orders, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for contracts in accordance with procedures authorized in Executive Orders No. 11246 and No. 11375, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law. In addition to the Department's rights of termination described above, the Department may terminate its participation in the Project by notifying and receiving the concurrence of the Contractor within sixty (60) days in advance of such termination.

b. The Contractor. The Contractor may terminate its participation in the Project by notifying and receiving the concurrence of the Department sixty (60) days in advance of the termination.

Section 37. Contract Administrators. All notices permitted or required to be given by one Party to the other and all questions about this Agreement from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, postal address, street address, telephone number, fax number, and email address of the Parties' respective initial Contract Administrators are set out below. Either Party may change the name, postal address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other Party.

For the Department:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Name: MS MYRA FREEMAN Title: FINANCIAL MANAGER Agency: NCDOT/PTD MSC: 1550 MSC City/Zip: RALEIGH NC 27699-1550 Phone: 919-707-4672 Fax: 919-733-2304 Email: MSFREEMAN1@NCDOT.GOV	Name: MS MYRA FREEMAN Title: FINANCIAL MANAGER Agency: NCDOT/PTD Street: TRANSPORTATION BLDG Address: 1 S WILMINGTON ST RM 524 City: RALEIGH NC

For the Contractor:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Name: Title: Agency: Postal Address: City/Zip: Phone: Fax: Email:	Name: Title: Agency: Street Address: City:

Section 38. Federal Certification Regarding Lobbying. The Contractor certifies, by signing this Agreement, its compliance with Subsection 6d of this Agreement.

Section 39. Federal Certification Regarding Debarment. The Contractor certifies, by signing this Agreement, its compliance with Subsection 6b of this Agreement.

Section 40. Federal Certification Regarding Alcohol Misuse and Prohibited Drug Use. As required by FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," at 49 CFR part 655, subpart I, the Contractor certifies, by signing this Agreement, that it has established and implemented an alcohol misuse and anti-drug program, and has complied with or will comply with all applicable requirements of FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR part 655, and Section 28 of this Agreement.

Section 41. Ethics Acknowledgement Policy on Gifts. N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization."

IN WITNESS WHEREOF, this Agreement has been executed by the Department, an agency of the State of North Carolina, and the Contractor by and through a duly authorized representative, and is effective the date and year first above written.

MOORE COUNTY

CONTRACTOR'S FEDERAL TAX ID NUMBER:

CONTRACTOR'S FISCAL YEAR END: JUNE 30, 2017

BY: _____

TITLE: CHAIRPERSON

(SEAL)

ATTEST: _____

TITLE: _____

DEPARTMENT OF TRANSPORTATION

BY: _____

TITLE: DEPUTY SECRETARY FOR TRANSIT

ATTEST: _____

TITLE: SECRETARY

Attachment

Certification Regarding Lobbying

(for bids and/or awards)

The Contractor certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor's Authorized Representative: _____

Title: _____

Grant Addendum: Iran Divestment Act

STATE OF NORTH CAROLINA COUNTY OF WAKE

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION and

___ Moore County

May it be known that the undersigned parties, for good consideration, do hereby agree to make the following changes and / or additions that are outlined below; these additions shall be made valid as if they are included in the original stated contract.

Pursuant to G.S. 147-86.59 (effective no later than 30 days from October 1, 2015), any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-55 *et seq.* requires that each vendor, prior to contracting with the State, certify that the contracting party meets the requirements of the Iran Disinvestment Act. The State Treasurer’s Final Divestment List can be found on the State Treasurer’s website at the address www.nctreasurer.com/iran and will be updated every 180 days, effective February 26, 2016.

By execution of this Agreement each Party certifies that neither it nor its Agents or Contactors/Subcontractors 1) are on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran; 2) shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List; and 3) that the undersigned are authorized by the Parties to make this Certification.

During the term of this Agreement, should the Parties receive information that a person is in violation of the Act as stated above, the Department will offer the person an opportunity to respond and the Department will take action as appropriate and provided for by law, rule, or contract. Should this Act be voided by NC General Statute, this Agreement will remain valid; however this certification will no longer be required.

No other terms or conditions of the above mentioned contract shall be negated or changed as a result of this here stated addendum.

Contractor’s Authorized Representative: _____

Title: _____

Date: _____

A signed copy of this document must be returned to NCDOT.

**CERTIFICATION OF ELIGIBILITY
Under the Iran Divestment Act**

Pursuant to G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-55 *et seq.** requires that each vendor, prior to contracting with the State certify, and the undersigned on behalf of the Vendor does hereby certify, to the following:

1. that the vendor is not now and was not at the time of the execution of the Contract dated DATE identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran;
2. that the vendor shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List; and
3. that the undersigned is authorized by the Vendor to make this Certification.

Vendor: _____

By: _____
Signature Date

Printed Name Title

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/Iran and will be updated every 180 days. For questions about the Department of State Treasurer's Iran Divestment Policy, please contact Meryl Murtagh at Meryl.Murtagh@nctreasurer.com or (919) 814-3852.

* Note: Enacted by Session Law 2015-118 as G.S. 143C-55 *et seq.*, but has been renumbered for codification at the direction of the Revisor of Statutes.

APPENDIX A

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
 PUBLIC TRANSPORTATION DIVISION
 PROJECT NUMBER: 17-CT-062
 APPROVED BUDGET SUMMARY
 EFFECTIVE DATE 7/1/2016

PROJECT SPONSOR: MOORE COUNTY
 PROJECT DESCRIPTION: FY2017 COMMUNITY TRANSPORTATION PROGRAM

I. TOTAL PROJECT EXPENDITURES

DEPARTMENT - 4521 ADMINISTRATION -	36233.74.17.1	\$246,333
PERIOD OF PERFORMANCE JULY 01, 2016 - JUNE 30, 2017		
DEPARTMENT - 4523 CAPITAL I -	36233.74.17.3	\$63,900
PERIOD OF PERFORMANCE JULY 01, 2016 - JUNE 30, 2017		

II. TOTAL PROJECT FUNDING

		<u>TOTAL</u>	<u>FEDERAL</u>	<u>STATE</u>	<u>LOCAL</u>
ADMINISTRATION -	36233.74.17.1	100%	80%	5%	15%
AGREEMENT #		\$246,333	\$197,066	\$12,316	\$36,951
		<u>TOTAL</u>	<u>FEDERAL</u>	<u>STATE</u>	<u>LOCAL</u>
CAPITAL I -	36233.74.17.3	100%	80%	10%	10%
AGREEMENT #		\$63,900	\$51,120	\$6,390	\$6,390
TOTAL		\$310,233	\$248,186	\$18,706	\$43,341

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION DIVISION
APPROVED PROJECT BUDGET

PROJECT: 17-CT-062
SPONSOR: MOORE COUNTY
WBS: 36233.74.17.1

<u>DEPARTMENT 4521 - ADMINISTRATION</u>		<u>APPROVED</u>
<u>TITLE - OBJECT</u>		<u>BUDGET</u>
G121	SALARIES AND WAGES - FULL TIME	111,905
G181	Social Sec. Contrib.	8,561
G182	Retirement Contrib.	7,912
G183	Hosp. Ins. Contrib.	25,200
G185	Unemp. Comp. Contrib	717
G186	Workers Comp Cont.	4,000
G189	Other Frng Benefits	4,000
G196	Drug & Alcohol Test Contract	480
G211	Janitorial Supplies	750
G212	Uniforms	4,000
G261	Office Sup & Mat.	1,500
G311	Travel	600
G312	Travel Subsis.	2,000
G321	Telephone Service	1,500
G325	Postage	500
G341	Printing & Reprod	500
G371	Mrktng.Paid Adv	4,070
G372	Promotional Items	500
G381	Comp Prog Ser	15,500
G395	Training-Employ Edu.	2,000
G452	Insurance-Vehicles	40,000
G481	Central Services	9,438
G491	Dues and Subscript	700
TOTAL ADMINISTRATION		\$ 246,333

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
 PUBLIC TRANSPORTATION DIVISION
 APPROVED PROJECT BUDGET
 SALARY AND WAGE DETAIL

PROJECT: 17-CT-062
 SPONSOR: MOORE COUNTY

SQ NO	POSITION	NO	%	FTE RATE	BUDGET AMOUNT
DEPT. 4521 OBJECT CODE 121					
01	Division Leader	1	100%		\$ 47,640
02	Office Assistant IV	1	100%		\$ 28,815
03	Lead Driver	1	50%		\$ 13,716
04	Program Manager	1	40%		\$ 21,734
TOTAL - OBJECT CODE 121					\$ 111,905
DEPT. 4521 OBJECT CODE 125					
01		01	100%	\$ -	\$ -
					\$ -
					\$ -
					\$ -
					\$ -
TOTAL - OBJECT CODE 125					\$ -
DEPT. 4521 OBJECT CODE 126					
					\$ -
					\$ -
					\$ -
					\$ -
TOTAL - OBJECT CODE 126					\$ -
TOTAL DEPT. 4521 SALARIES AND WAGES					\$ 111,905

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION DIVISION
APPROVED PROJECT BUDGET

PROJECT: 17-CT-062
SPONSOR: MOORE COUNTY
WBS: 36233.74.17.3

DEPARTMENT 4523 - CAPITAL I

<u>OBJECT - TITLE</u>	<u>APPROVED BUDGET</u>
G548 Lift-Equip Conver Van Rpl	58,500
G553 Repeater Station	4,550
G591 Veh Lettering/Logos	850
 TOTAL CAPITAL	 \$ 63,900

Agenda Item: VIII.D.
Meeting Date: July 19, 2016

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Debra Ensminger
Planning and Transportation Director

DATE: July 8, 2016

SUBJECT: Approval of Memorandum of Understanding for Moore County
Transportation Services (MCTS)

PRESENTER: Debra Ensminger

REQUEST:

Request to approve the memorandum of understanding between MCTS and the Department of Aging.

BACKGROUND:

Moore County Transportation Services (MCTS) provides transportation services to clients of the Department of Aging. This Memorandum of Understanding sets forth the terms of service and rates between each agency. The memorandum term is from July 1, 2016 to June 30, 2017.

IMPLEMENTATION PLAN:

Operate under the terms of the adopted Memorandum.

FINANCIAL IMPACT STATEMENT:

No financial impact.

RECOMMENDATION SUMMARY:

Make a motion to approve the Memorandum of Understanding between Moore County Transportation Services and the Department of Aging.

SUPPORTING ATTACHMENTS:

Memorandum of Understanding

STATE OF NORTH CAROLINA

MEMORANDUM OF UNDERSTANDING

COUNTY OF MOORE

THIS MEMORANDUM OF UNDERSTANDING is entered into the 1st day of July, 2016, between the Moore County Department of Aging (“AGING”) and Moore County Transportation Services (“MCTS”)

WITNESSETH:

WHEREAS, AGING receives grants and local funds to pay for transportation services for AGING’s clients; and

WHEREAS, MCTS provides transportation services within the County of Moore and the surrounding areas.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties understand and agree as follows:

1. AGING will utilize MCTS as the primary transportation vendor for transportation of AGING’s clients.
2. AGING will comply with MCTS policies and procedures for scheduling and cancelling trips.
3. AGING will pay MCTS at the rate of \$1.63 per mile not to exceed \$219,963.00.
4. In the event that a scheduled client is a No-Show, AGING will be charged the client’s pro rata share for the scheduled trip. The definition of a No-Show is a client is scheduled for pickup by MCTS; the client, for any reason other than medical circumstances for self and family, is either not at the appointed address or refuses the scheduled trip; and, MCTS was not notified 24 hours prior to the scheduled pickup.
5. AGING will be responsible to review invoices and notify MCTS of any discrepancies within ten (10) days of the date of each monthly invoice. After ten (10) days, if no discrepancies are reported to MCTS, all charges will be deemed accurate and will be the responsibility of AGING.
6. AGING will remit payment to MCTS for transportation services within fifteen (15) days of the date of each monthly invoice.
7. MCTS will insure that all drivers of legal age and licensed to operate the specific vehicle used in transporting clients.

8. MCTS will insure all vehicles transporting clients will have at least the minimum level of liability insurance appropriate for the type of vehicle.
9. MCTS is compliant with and adheres to all applicable Federal and State laws.
10. MCTS will invoice AGING monthly for services rendered.
11. The term will be from July 1, 2016, through June 30, 2017.
12. This Memorandum of Understanding is subject to the availability of funds.
13. This Memorandum of Understanding may be terminated by either party upon thirty (30) days written notice to the other.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding as of the date first written above.

Terri Prots
Aging Director

Debra Ensminger
MCTS Director

Nick Picerno
Moore County Board of Commissioners

CERTIFICATE OF PREAUDIT COMPLIANCE

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

Finance Officer

Agenda Item: VIII.E.
Meeting Date: 07/19/2015

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: John L. Benton *JLB*
DATE: June 28, 2016
SUBJECT: MOU with Moore County Transportation Services
PRESENTER: John L. Benton

REQUEST:

DSS requests an amendment to the Memorandum of Understanding (MOU) for Non-Emergency Medicaid Transportation to be provided by MCTS. The amendment is a contract renewal in the amount of \$375,000.00.

BACKGROUND:

This MOU is with Moore County Transportation Services, the primary carrier of eligible Moore County clients to approved Medicaid appointments. This is a mandated program and required by Medicaid policy for provision of non-emergency Medicaid transportation services for eligible citizens.

IMPLEMENTATION PLAN:

Medicaid Transportation provides transportation services for eligible citizens.

FINANCIAL IMPACT STATEMENT:

The cost of Medicaid Transportation is eligible for 100% reimbursement through State and Federal funding.

RECOMMENDATION SUMMARY:

Make a motion that the Board of Commissioners approves the renewal of our MOU with Moore County Transportation Services in the amount of \$375,000.00.

SUPPORTING ATTACHMENTS:

Contract Documents

COUNTY OF MOORE

This Amendment No. 1 (this "Amendment") is entered into the 5th day of June, 2016, between the Moore County Department of Social Services ("DSS") and Moore County Transportation Services ("MCTS").

WHEREAS, DSS and MCTS previously entered into a Memorandum of Understanding effective August 1, 2015, which was for the provision of transportation services by MCTS to Medicaid approved clients of DSS (the "MOU"); and

WHEREAS, DSS and MCTS now desire to amend the MOU to provide for a renewal term.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements made herein, the parties agree as follows:

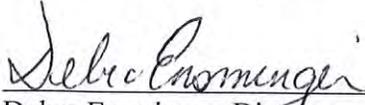
1. Section 2 of the Original Agreement will be amended to read, "The term shall be from August 1, 2015, through June 30, 2016. This agreement will be automatically renewed for an one year period beginning July 1, 2016."
2. All other terms and conditions of the Original Agreement will remain in full force and effect.

The parties have expressed their agreement to these terms by causing this Amendment to be executed by their duly authorized officers or agents as of the date first written above.

Department of Social Services

Moore County Transportation Services

John Benton, Director



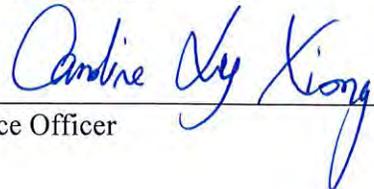
Debra Ensminger, Director

Moore County Board of Commissioners

Nick J. Picerno, Chairman

Certificate of Finance Officer

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



Finance Officer

Agenda Item: VIII.F.
Meeting Date: 07/21/2015

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: John L. Benton 
DATE: June 28, 2016
SUBJECT: Contract with Sandhills Transportation
PRESENTER: John L. Benton

REQUEST:

DSS requests an amendment to the contract for Non-Emergency Medicaid Transportation to be provided by Sandhills Place to Place, Inc., d/b/a Sandhills Transportation. The amendment is a contract renewal in the amount of \$30,000.00.

BACKGROUND:

This contract is with Sandhills Transportation, a carrier of eligible Moore County clients to approved Medicaid appointments. This is a mandated program and required by Medicaid policy for provision of non-emergency Medicaid transportation services for eligible citizens.

IMPLEMENTATION PLAN:

Medicaid Transportation provides transportation services for eligible citizens.

FINANCIAL IMPACT STATEMENT:

The cost of Medicaid Transportation is eligible for 100% reimbursement through State and Federal funding.

RECOMMENDATION SUMMARY:

Make a motion that the Board of Commissioners approves the renewal of our contract with Sandhills Transportation in the amount of \$30,000.00.

SUPPORTING ATTACHMENTS:

Contract Documents

STATE OF NORTH CAROLINA

CONTRACT AMENDMENT NO. 1

COUNTY OF MOORE

This Contract Amendment No. 1 (this "Amendment") is entered into the 5th day of June, 2016, between the County of Moore (the "County") and Sandhills Place to Place, Inc., d/b/a Sandhills Transportation (the "Contractor").

WHEREAS, the County and Contractor previously entered into an agreement effective August 1, 2015, which was for the provision of transportation services to Medicaid approved clients (the "Original Agreement"); and

WHEREAS, the County and Contractor now desire to amend the Original Agreement to provide for a renewal term.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements made herein, the parties agree as follows:

1. Section 3 of the Original Agreement will be amended to read, "Effective Period: This Contract shall be effective on August 1, 2015 and shall terminate on June 30, 2016. This Contract shall automatically renew for an additional one year term beginning July 1, 2016."
2. All other terms and conditions of the Original Agreement will remain in full force and effect.

The parties have expressed their agreement to these terms by causing this Amendment to be executed by their duly authorized officers or agents as of the date first written above.

COUNTY OF MOORE

CONTRACTOR

Nick J. Picerno, Chairman
Moore County Board of Commissioners

Sandhills Place to Place, Inc ^{d/b/a}
By: *[Signature]* ^{Sandhills}
Title: *President* ^{Transportation}

PREAUDIT CERTIFICATE

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

[Signature]
Finance Officer

Agenda Item: VIII.G.
Meeting Date: 07/21/2015

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: John L. Benton 
DATE: June 28, 2016
SUBJECT: Contract with Right Transportation, Inc.
PRESENTER: John L. Benton

REQUEST:

DSS requests an amendment to the contract for Non-Emergency Medicaid Transportation to be provided by Right Transportation, Inc. The amendment is a contract renewal in the amount of \$120,000.00.

BACKGROUND:

This contract is with Right Transportation, Inc., the secondary carrier of eligible Moore County clients to approved Medicaid appointments. This is a mandated program and required by Medicaid policy for provision of non-emergency Medicaid transportation services for eligible citizens.

IMPLEMENTATION PLAN:

Medicaid Transportation provides transportation services for eligible citizens.

FINANCIAL IMPACT STATEMENT:

The cost of Medicaid Transportation is eligible for 100% reimbursement through State and Federal funding.

RECOMMENDATION SUMMARY:

Make a motion that the Board of Commissioners approves the renewal of our contract with Right Transportation, Inc., in the amount of \$120,000.00.

SUPPORTING ATTACHMENTS:

Contract Documents

STATE OF NORTH CAROLINA

CONTRACT AMENDMENT NO. 2

COUNTY OF MOORE

This Contract Amendment No. 2 (this "Amendment") is entered into the 5th day of June, 2016, between the County of Moore (the "County") and Right Transportation, Inc. (the "Contractor").

WHEREAS, the County and Contractor previously entered into an agreement effective August 1, 2015, which was for the provision of transportation services to Medicaid approved clients of the County (the "Original Agreement"); and

WHEREAS, the County and Contractor previously amended the Original Agreement with Contract Amendment No. 1, which was for the purposes of permitting the assignment of the Original Agreement from Right Foundation, Inc., to Right Transportation, Inc; and

WHEREAS, the County and Contractor now desire to amend the Original Agreement to provide for a renewal term.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements made herein, the parties agree as follows:

1. Section 3 of the Original Agreement will be amended to read, "Effective Period: This Contract shall be effective on August 1, 2015 and shall terminate on June 30, 2016. This Contract shall automatically renew for an additional one year term beginning July 1, 2016."
2. All other terms and conditions of the Original Agreement will remain in full force and effect.

The parties have expressed their agreement to these terms by causing this Amendment to be executed by their duly authorized officers or agents as of the date first written above.

COUNTY OF MOORE

CONTRACTOR

Nick J. Picerno, Chairman
Moore County Board of Commissioners

Right Transportation Inc.
By Janisha Elliott
Title: CEO

PREAUDIT CERTIFICATE

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

Carline Uy Xiong
Finance Officer

Meeting

Agenda Item: VIII.H.
Date: July 19, 2016

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Sheriff Neil Godfrey

DATE: June 24, 2016

SUBJECT: Contract Amendment for Inmate Food Services

PRESENTER: Lieutenant William Flint

REQUEST:

We are requesting that the Board of Commissioners approve an Amendment to the contract with Aramark Correctional Services allowing for an increase in the amount not to exceed \$269,000.

BACKGROUND:

Moore County entered into an operating agreement with Aramark Correctional Services on June 19, 2012 for the management of food service operations in the Moore County Detention Center. During FY 2016, our average daily population increased to 152 inmates. In addition, the Consumer Price Index (CPI) warranted an increase of 2.67% for the cost of food and provisions.

<u>Population</u>	<u>Price per Meal</u>
100-119	\$1.769
120-139	\$1.597
140-159	\$1.482
160-179	\$1.393
180-199	\$1.329
Juvenile	\$1.825
Staff	\$1.769

IMPLEMENTATION PLAN:

If approved, Aramark Correctional Services will be paid the change in price per meal effective July 1, 2016.

FINANCIAL IMPACT STATEMENT:

Sufficient funding for Food and Provisions has been included in the FY 2017 budget.

RECOMMENDATION SUMMARY:

The Sheriff is recommending that the Board approve this amended contract with Aramark Correctional Services, LLC.

MOTION:

I motion to amend the food services contract with Aramark Correctional Services, LLC increasing the amount not to exceed amount to \$269,000 and to authorize the chairman to sign the amended contract.

SUPPORTING ATTACHMENTS:

1. Copy of the Amended Contract

STATE OF NORTH CAROLINA

THIS AMENDMENT No. 5 is entered into this ____ day of _____, 2016 by and between **County of Moore** (the “County”) and **Aramark Correctional Services, LLC** , a Delaware limited liability company, with principal offices at the Aramark Tower, 1101 Market Street, Philadelphia, Pennsylvania 19107 (“Aramark”).

WITNESSETH:

WHEREAS, the parties entered into an Operating Agreement dated June 19, 2012, which was for the management of the food service operation of the Moore County Sheriff’s Office Detention Center (as amended to date, the “Agreement”);

WHEREAS, the parties desire to amend the provisions of the Agreement as follows, effective July 1, 2016 and to incorporate additional terms.

NOW, THEREFORE , in consideration of the foregoing and of the mutual promises in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below. Capitalized terms used but not defined in this Amendment have the meanings ascribed to such terms in the Agreement.

- 1. Term:** In accordance with Paragraph 6 of the Agreement, the parties agree that the Agreement shall be extended for an additional twelve months, commencing on July 1, 2016 and continuing through June 30, 2017.
- 2. Price Per Meal:** In accordance with **Paragraph 3.B** of the Agreement, the price per meal charged to County by Aramark shall be changed as a result of changes in the Consumer Price Index. This pricing is set forth on Attachment A and shall be effective from July 1, 2016 and continuing through June 30, 2017, and shall supersede in all respects the price per meal set forth in the Agreement or in any other prior agreements between the parties.
- 3. Sum Not To Exceed:** Aramark shall receive from the County a sum not to exceed Two Hundred Sixty Nine Thousand Dollars (\$269,000) for the 2016-2017 fiscal year.
- 4. Effect of Amendment:** Except as hereinabove provided, the Agreement is hereby in all other respects ratified and confirmed.

[Signatures on Following Page]

The parties have expressed their agreement to these terms by causing this Contract Amendment No. 5 to be executed by their duly authorized officers or agents. This agreement is effective as of the date first written above.

COUNTY OF MOORE

ARAMARK

Nick J. Picerno, Chairman
Moore County Board of Commissioners

By: _____
Title: _____

ATTEST:

Laura M. Williams
Clerk to the Board

PREAUDIT CERTIFICATE

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

Finance Officer

Attachment A

County of Moore

Effective July 1, 2016 through June 30, 2017

Population

Price per Meal

100-119	\$1.769
120-139	\$1.597
140-159	\$1.482
160-179	\$1.393
180-199	\$1.329
Juvenile	\$1.825
Staff	\$1.769

Agenda Item:
Meeting Date: June 21, 2016

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Jonathan Russell

DATE: June 3, 2016

SUBJECT: VAD Ordinance

PRESENTER: Jonathan Russell and Harry Huberth

REQUEST: Approve revisions to VAD Ordinance

BACKGROUND:

IMPLEMENTATION PLAN: Ordinance would be carried out by the VAD Board

FINANCIAL IMPACT: None

RECOMMENDATION SUMMARY:

To approve revised ordinance

ATTACHMENTS:

Minutes, revised Ordinance

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Gary E. Briggs, Tax Administrator 
DATE: July 8, 2016
SUBJECT: Settlement Reports for 2015-2016
PRESENTER: Gary Briggs

REQUEST:

Request that the Board of Commissioners accept the two preliminary settlement reports as required by North Carolina General Statute 105-373 (a)(1) and that the insolvents report be entered into the official minutes indicating persons who listed personal property but owned no real property and whose taxes remain unpaid for 2015 – 2016. Also request that both lists be charged to the Tax Administrator for collections as delinquent taxes. Request the Board of Commissioners receive and accept 2015-2016 settlement reports for real, personal, and motor vehicle taxes along with report of 2015-2016 minimal taxes.

BACKGROUND:

North Carolina General Statute 105-373 requires the Tax Collector to provide a settlement report to the Board of Commissioners after July 1 and prior to being charged with the collections of the current year's taxes.

IMPLEMENTATION PLAN:

Gary E. Briggs will provide the report as required. Once the Tax Administrator is charged, he will proceed with the collections of all delinquent real and personal property taxes.

FINANCIAL IMPACT STATEMENT:

2015 unpaid real property: \$201,287.75 (principal amount)
2015 unpaid personal property: \$17,009.42 (principal amount)
The 2015 unpaid personal property list is considered the insolvents report.

RECOMMENDATION SUMMARY:

Motion to accept the preliminary reports as required by North Carolina General Statute 105-373 and to enter the insolvents list into the official minutes of the Board of Commissioners, to accept the settlement report of current and delinquent real and personal property taxes for 2015-2016, to accept minimal tax bill report for 2015-2016, and by resolution charge the Tax Administrator with the collections of the delinquent real and personal property taxes.

SUPPORTING ATTACHMENTS:

North Carolina General Statute 105-373

List of 2015 Unpaid Real Property Taxes

List of 2015 Unpaid Personal Property Taxes (Insolvents Report)

Statement Regarding Delinquent Personal Property Taxes

2015-2016 Settlement Report for Real, Personal, and Motor Vehicles

2015-2016 Minimal Tax Bill Report & Small Over/Under Payments

North Carolina General Statute 105-357

Resolution Declaring No One Insolvent and Charging Delinquent Collections to the Tax
Administrator

§ 105-373. Settlements.**(a) Annual Settlement of Tax Collector. -**

- (1) Preliminary Report. -** After July 1 and before he is charged with taxes for the current fiscal year, the tax collector shall make a sworn report to the governing body of the taxing unit showing:
 - a. A list of the persons owning real property whose taxes for the preceding fiscal year remain unpaid and the principal amount owed by each person; and
 - b. A list of the persons not owning real property whose personal property taxes for the preceding fiscal year remain unpaid and the principal amount owed by each person. (To this list the tax collector shall append his statement under oath that he has made diligent efforts to collect the taxes due from the persons listed out of their personal property and by other means available to him for collection, and he shall report such other information concerning these taxpayers as may be of interest to or required by the governing body, including a report of his efforts to make collection outside the taxing unit under the provisions of G.S. 105-364.) The governing body of the taxing unit may publish this list in any newspaper in the taxing unit. The cost of publishing this list shall be paid by the taxing unit.
- (2) Insolvents. -** Upon receiving the report required by subdivision (a)(1), above the governing body of the taxing unit shall enter upon its minutes the names of persons owing taxes (but who listed no real property) whom it finds to be insolvent, and it shall by resolution designate the list entered in its minutes as the insolvent list to be credited to the tax collector in his settlement.
- (3) Settlement for Current Taxes. -** After July 1 and before he is charged with taxes for the current fiscal year, the tax collector shall make full settlement with the governing body of the taxing unit for all taxes in his hands for collection for the preceding fiscal year.
 - a. In the settlement the tax collector shall be charged with:
 1. The total amount of all taxes in his hands for collection for the year, including amounts originally charged to him and all amounts subsequently charged on account of discoveries;
 2. All penalties, interest, and costs collected by him in connection with taxes for the current year; and
 3. All other sums collected by him.
 - b. The tax collector shall be credited with:
 1. All sums representing taxes for the year deposited by him to the credit of the taxing unit or receipted for by a proper official of the unit;
 2. Releases duly allowed by the governing body;
 3. The principal amount of taxes constituting liens on real property;
 4. The principal amount of taxes included in the insolvent list determined in accordance with subdivision (a)(2), above;
 5. Discounts allowed by law;
 6. Commissions (if any) lawfully payable to the tax collector as compensation; and
 7. The principal amount of taxes for any assessment appealed to the Property Tax Commission when the appeal has not been finally adjudicated.

The tax collector shall be liable on his bond for both honesty and faithful performance of duty; for any deficiencies; and, in addition, for all criminal penalties

provided by law.

The settlement, together with the action of the governing body with respect thereto, shall be entered in full upon the minutes of the governing body.

- (4) Disposition of Tax Receipts after Settlement. - Uncollected taxes allowed as credits in the settlement prescribed in subdivision (a)(3), above, whether represented by tax liens held by the taxing unit or included in the list of insolvents, shall, for purposes of collection, be recharged to the tax collector or charged to some other person designated by the governing body of the taxing unit under statutory authority. The person charged with uncollected taxes shall:

- a. Give bond satisfactory to the governing body;
- b. Receive the tax receipts and tax records representing the uncollected taxes;
- c. Have and exercise all powers and duties conferred or imposed by law upon tax collectors; and
- d. Receive compensation as determined by the governing body.

(b) Settlements for Delinquent Taxes. - Annually, at the time prescribed for the settlement provided in subdivision (a)(3), above, all persons having in their hands for collection any taxes for years prior to the year involved in the settlement shall settle with the governing body of the taxing unit for collections made on each such year's taxes. The settlement for the taxes for prior years shall be made in whatever form is satisfactory to the chief accounting officer and the governing body of the taxing unit, and it shall be entered in full upon the minutes of the governing body.

(c) Settlement at End of Term. - Whenever any tax collector fails to succeed himself at the end of his term of office, he shall, on the last business day of his term, make full and complete settlement for all taxes (current or delinquent) in his hands and deliver the tax records, tax receipts, tax sale certificates, and accounts to his successor in office. The settlement shall be made in whatever form is satisfactory to the chief accounting officer and the governing body of the taxing unit, and it shall be entered in full upon the minutes of the governing body.

(d) Settlement upon Vacancy during Term. - When a tax collector voluntarily resigns, he shall, upon his last day in office, make full settlement (in the manner provided in subsection (c), above) for all taxes in his hands for collection. In default of such a settlement, or in case of a vacancy occurring during a term for any reason, it shall be the duty of the chief accounting officer or, in the discretion of the governing body, of some other qualified person appointed by it immediately to prepare and submit to the governing body a report in the nature of a settlement made on behalf of the former tax collector. The report, together with the governing body's action with respect thereto, shall be entered in full upon the minutes of the governing body. Whenever a settlement must be made in behalf of a former tax collector, as provided in this subsection (d), the governing body may deliver the tax receipts, tax records, and tax sale certificates to a successor collector immediately upon the occurrence of the vacancy, or it may make whatever temporary arrangements for the collection of taxes as may be expedient, but in no event shall any person be permitted to collect taxes until he has given bond satisfactory to the governing body.

(e) Effect of Approval of Settlement. - Approval of any settlement by the governing body does not relieve the tax collector or his bondsmen of liability for any shortage actually existing at the time of the settlement and thereafter discovered; nor does it relieve the collector of any criminal liability.

(f) Penalties. - In addition to any other civil or criminal penalties provided by law, any member of a governing body of a taxing unit, tax collector, or chief accounting officer who fails to perform any duty imposed upon him by this section shall be guilty of a Class 1 misdemeanor.

(g) Relief from Collecting Insolvents. - The governing body of any taxing unit may, in its discretion, relieve the tax collector of the charge of taxes owed by persons on the insolvent list that are five or more years past due when it appears to the governing body that such taxes are uncollectible.

(h) Relief from Collecting Taxes on Classified Motor Vehicles. The board of county commissioners may, in its discretion, relieve the tax collector of the charge of taxes on classified motor

vehicles listed pursuant to G.S. 105-330.3(a)(1) that are one year or more past due when it appears to the board that the taxes are uncollectible. This relief, when granted, shall include municipal and special district taxes charged to the collector. (1939, c. 310, s. 1719; 1945, c. 635; 1947, c. 484, ss. 3, 4; 1951, c. 300, s. 1; c. 1036, s. 1; 1953, c. 176, s. 2; 1955, c. 908; 1967, c. 705, s. 1; 1971, c. 806, s. 1; 1983, c. 670, s. 22; c. 808, ss. 5-7; 1987, c. 16; 1991, c. 624, s. 3; 1991 (Reg. Sess., 1992), c. 961, s. 10; 1993, c. 539, s. 726; 1994, Ex. Sess., c. 24, s. 14(c); 1997-456, s. 27; 2006-30, s. 7.)

Name	Unpaid Principal	Year	Cat	Bill	Acct
AA CONSTRUCTION PROPERTIES, LLC	1029.93	2015	20	455	97011775
AA HOLDINGS - WEST END LLC	496.47	2015	20	106	70075
ABELLA, MOISES CAMPOS &	3.88	2015	20	143	108065
ABRAHAM, SADAT 7	137.7	2015	20	248	215800
ACOSTA, MAI THI NGOC TRINH	22.78	2015	20	307	235700
ACTION DRIVES, INC	1327.25	2015	20	311	265830
ACTION DRIVES, INC PROFIT SHAR	418.2	2015	20	312	265900
ACTION DRIVES, INC PROFIT SHAR	248.7	2015	20	313	265900
ADAIR, PATRICIA HRS	680.21	2015	20	321	271450
ADKINS, CORNELIA	70.29	2015	20	488	486600
ADKINS, CORNELIA	279.34	2015	20	489	486600
AIKEN, BEATRICE WALDEN	104.02	2015	20	559	540500
ALBARRAN, NORBELLA SOLIS	113.8	2015	20	612	197200
ALC ENTERPRISES, L L P	1698.1	2015	20	649	634600
ALEXANDER, DOROTHY	55.93	2015	20	703	699200
ALL THINGS GOOD, LLC	1762.91	2015	20	1000230	97003884
ALL THINGS GOOD, LLC	2001.77	2015	20	1000231	97003884
ALL THINGS GOOD, LLC	2001.77	2015	20	1000232	97003884
ALLEN, CAROLYN T	193.17	2015	20	1000251	1067200
ALLEYNE, RUBY L	60.39	2015	20	966	1079250
ALMANZA, JUAN CARLOS	34.75	2015	20	1117	1312800
ALSTON, GARY DELON &	131.68	2015	20	1151	1350500
ALVAREZ, JOSE R &	97.01	2015	20	1180	1391600
ANDERSON BIELD, LLC	418.2	2015	20	1272	1480200
ANDERSON, TERRY LEE &	36.9	2015	20	1363	1618950
ARMSTRONG, MARY HRS	302.68	2015	20	1586	1943400
ARMSTRONG, MICHAEL R	8.95	2015	20	1587	97007852
ARNOLD, SAM HRS	137.47	2015	20	1651	2024300
ASHBURN, KEITH GRAY & (LE)	2.6	2015	20	1744	2097500
ATLANTIX, LLC	191.05	2015	20	1855	100001495
ATLANTIX, LLC	225.05	2015	20	1856	100001495
AUSTIN, JUANITA M & PAUL A	3.43	2015	20	1931	2487750
BALLARD, ALBERTA (HRS)	409.55	2015	20	2538	3308750
BARKER, JEREMY NORMAN &	4.37	2015	20	2814	3679705
BARNER, JEFFREY W	17.13	2015	20	2839	3715050
BARNES, MILDRED D	302.4	2015	20	2896	3784100
BARNES-PRESBURY, JOCELYN	74.35	2015	20	2914	3734000
BARRETT, JAMES LARRY &	8.76	2015	20	3002	3941900
BARRETT, JOHN ANDER JR &	4.36	2015	20	3006	3954700
BARRETT, JOHNNIE MAE & ROY	17.69	2015	20	3009	3960600
BARRETT, SHERETHA DENISE	110.75	2015	20	3051	443665
BARRETT, VIOLET P	9.33	2015	20	3091	4036200
BARRETT, WILLARD & EVA &	16.72	2015	20	3094	4033800
BARTON, LONNIE III	161.93	2015	20	3179	100003580
BASS, LEZLEY D	396.06	2015	20	3246	4187800
BATES, MARY LEE	258.95	2015	20	3281	4242200

Name	Unpaid Principal	Year	Cat	Bill	Acct
BATES, MARY LEE	8.19	2015	20	3282	4242200
BATSIR, REFAEL & SARIT	1679.77	2015	20	3296	4252700
BAXTER, KENNETH G	6.16	2015	20	3393	4375225
BEAN, TONY CHRISTOPHER	59.22	2015	20	3550	4507900
BELL, HILDA D (HRS)	138.6	2015	20	3830	97011876
BELL, RENEE W	8.14	2015	20	3821	4894175
BELL, W K	199	2015	20	3827	4896600
BENYMON, CARLTON	31.93	2015	20	4045	5179900
BENYMON, HOOVER	265.78	2015	20	4047	5177310
BENYMON, HOOVER	60.23	2015	20	4048	5177310
BERRY, LORENA	94.98	2015	20	4156	5297250
BERRY, SHIRLEY	58.2	2015	20	4161	5308400
BERRY, SHIRLEY JACKSON	14.75	2015	20	4162	5308500
BETTENCOURT, MATTHEW A &	141.2	2015	20	4258	5416200
BETTERLY, KATHERINE S ESTATE	80.24	2015	20	4259	4282000
BLACK, DANIEL P &	1145.4	2015	20	4693	5780300
BLUE DEVELOPMENT COMPANY	131.1	2015	20	5111	6451200
BLUE DEVELOPMENT COMPANY	259.2	2015	20	5112	6451200
BLUE, CLYDE HRS	13.17	2015	20	5174	6594500
BLUE, FELTON LEE	195.18	2015	20	5216	6634000
BLUE, JAMES & GARY	115.54	2015	20	5232	6706700
BLUE, JOHN & MATTIE HEIRS	151.2	2015	20	5241	6725300
BOCHAROV, OLEG	70.8	2015	20	5419	6975900
BOGGS, EUNICE	19.29	2015	20	5474	7029000
BOGGS, KAYE BADGETT	6.07	2015	20	5479	100000030
BOGGS, KAYE BADGETT	13.32	2015	20	5480	100000030
BONZO, JOHN RICHARD	1.24	2015	20	5619	7293600
BOUSQUET, DEBRA	170.41	2015	20	5864	7600100
BOUSQUET, DEBRA	179.59	2015	20	5865	7600100
BOWE, JESSE J	46.56	2015	20	5896	7656735
BOWE, JESSE J	13.1	2015	20	5897	7656735
BRADY, NORA (HRS)	433.09	2015	20	6314	8236150
BRANCH, CHAD & MARY	539.29	2015	20	6391	8332400
BRASWELL, GERALD E	44.36	2015	20	6425	8393600
BREWER, LOIS G (LE)	173.86	2015	20	6651	8714775
BRIGHT, GRACE DIGGS (HRS)	302.05	2015	20	6786	8951675
BRISBANE, SAM	21.08	2015	20	6810	9002800
BRISBON, SAMUEL	9.16	2015	20	6816	9004450
BROOKSHIRE, LEROY	25.09	2015	20	7073	9365750
BROWER, ARNOLD	43.74	2015	20	7103	9446400
BROWER, ARNOLD	97.13	2015	20	7104	9446400
BROWER, DAVID LEE	367.88	2015	20	7115	9480610
BROWER, ELLA MAE (HRS)	369.5	2015	20	7136	97011857
BROWER, FLORA C	17.81	2015	20	7154	9521700
BROWER, GEORGE TALMADGE	64.75	2015	20	7161	9540400
BROWER, JASON	17.63	2015	20	7179	9583600

Name	Unpaid Principal	Year	Cat	Bill	Acct
BROWER, KATHERINE	19.55	2015	20	7189	9588700
BROWER, OLIVIA LYNN	401.94	2015	20	7203	9627710
BROWER, TALMADGE GEORGE	74.47	2015	20	7252	9671675
BROWN, BELINDA	146.96	2015	20	7301	19798150
BROWN, BELINDA DIANE	89.45	2015	20	7303	9798400
BROWN, BILLY E	107.99	2015	20	7313	9812500
BROWN, CALVIN J	3.64	2015	20	7326	9843500
BROWN, MARY JEWEL (LE)	132.78	2015	20	7595	10273050
BROWN, TERRY	83.42	2015	20	7797	97009554
BROWN, TERRY	84.57	2015	20	7798	97009554
BROWN, WENDELL THOMAS ISAAC	184.3	2015	20	7849	100000679
BROWN, WILLIAM MICHAEL	294.2	2015	20	7858	10536350
BROWN, WILLIAM MICHAEL	8.48	2015	20	7859	10536350
BRUNI, TERESA A	1344.81	2015	20	7913	10635100
BRUTON, E W HRS	22.99	2015	20	7937	10706550
BRUTON, E W HRS	27.3	2015	20	7938	10706600
BUCHAN, LEE SNIPES JR	291.43	2015	20	8058	10902310
BURCH, A R EST	4.45	2015	20	8256	97002535
BURGESS, KELLY DON	242.73	2015	20	8324	11290700
BURKS, BEVERLY	12.79	2015	20	8388	11372900
BURNS, DAVID A	70.8	2015	20	8459	11476955
BYRD, WILLIAM H HRS	8.95	2015	20	8811	12055550
CAGLE, CHARLES HAROLD (HRS)	172.16	2015	20	9016	97010139
CAGLE, SHIRLEY L	9.55	2015	20	9134	12555490
CAIN, ANGELA M	45.82	2015	20	9153	97006555
CAIN, LYNWOOD GRADY &	6.3	2015	20	9158	12591275
CAIN, RICHARD A	8.77	2015	20	9159	12591850
CAMERON, ALLENE L (HRS)	31.25	2015	20	9356	97003827
CAMERON, DANIEL	81.01	2015	20	9383	12992700
CAMERON, DARVIS	982.91	2015	20	9387	12994800
CAMPBELL, JOSEPH & JESSIE	18.22	2015	20	9605	97001942
CAMPBELL, SHARION	16.36	2015	20	9662	97001860
CAMPBELL, SHARION	310.73	2015	20	9663	97001860
CAMPOS, DOMINGO CASTILLO	236.12	2015	20	9682	13490400
CANADY, SHANNON A	5.72	2015	20	9689	13491900
CARLOS, ALEXANDER	337.7	2015	20	9877	13721700
CARLYLE, LARRY STEPHEN	42.95	2015	20	9910	13767950
CARLYLE, LARRY STEPHEN	40.06	2015	20	9911	13767950
CARLYLE, LARRY STEPHEN	150.13	2015	20	9912	13767950
CAROLINA CENTER FOR PAIN, PA	1987.16	2015	20	9942	13809000
CARVATT, KIRK T FAMILY TRUST	208.38	2015	20	10332	14342650
CASAS, YOLANDA G &	87.75	2015	20	10341	14347300
CAVINESS, MARY E (HRS)	540.19	2015	20	10580	97010161
CHAFFIN, BELINDA &	102.29	2015	20	10701	14917300
CHALMERS, LINCOLN	166.66	2015	20	10741	15000600
CHAMBERS, CELESTER MCMILLAN (HRS)	96.96	2015	20	10771	15042300

Name	Unpaid Principal	Year	Cat	Bill	Acct
CHAMBERS, POLLY	108.26	2015	20	10798	15094100
CHAMBERS, TONY E	11.86	2015	20	10802	97006984
CHAPMAN, ROSA LEE	100.07	2015	20	10911	15168500
CHAPMAN, ROSA LEE	48.71	2015	20	10912	15168500
CHAPMAN, ROSA LEE	59.95	2015	20	10913	15168500
CHARLES, WILLIAM THOMPSON	4.08	2015	20	10959	15241600
CHAVEZ, GILBERTO GUTIERREZ	16.74	2015	20	11011	100001368
CHERRY, ELIZA JANE	76.73	2015	20	11168	15525000
CHERRY, RAYMOND JR	52.16	2015	20	11180	15527600
CHILDRESS, CINDY A	4.3	2015	20	11216	15551600
CHISHOLM, ROBERT	305.33	2015	20	11270	15653800
CHISHOLM, WILLIAM C DIANN	46.22	2015	20	11275	15662950
CHRISCOE, CRYSTAL DAVIS	133.91	2015	20	11321	15726300
CHRISTIAN, JERRY L	449.65	2015	20	11411	97002661
CHRISTIAN, VERNA	4.36	2015	20	11416	15860900
CHRISTIAN, VERNA	4.16	2015	20	11417	15860900
CLARK, GLADYS BROWER (HRS)	48.65	2015	20	11619	16097825
CLARK, GLADYS BROWER (HRS)	218.68	2015	20	11620	16097825
CLARK, GREGORY C	284.25	2015	20	11624	97000370
CLARK, NELLIE	89.5	2015	20	11671	16150500
CMR PROPERTIES LLC	299.63	2015	20	11885	16459150
COCHRAN, WILLIAM S	3.7	2015	20	11936	16520700
COKER, CHARLES NEAL &	303.27	2015	20	12085	16810550
COLE, IVEY JETHROE	69.78	2015	20	12166	16994890
COLE, LEON EARL & LAURETTA	12.04	2015	20	12198	17038400
COLE, MANZELL ANDRE JR	10.65	2015	20	12205	17053400
COLE, RUFUS	200.36	2015	20	12258	17151150
COLE, RUFUS &	82.95	2015	20	12259	17151400
COLE, WANDA J	89.96	2015	20	12275	17175000
COLLINS, CHARLES LEE	70.29	2015	20	1000257	17344300
COLLINS, CHARLES LEE	78.33	2015	20	1000258	17344300
COLLINS, CHARLES LEE	78.33	2015	20	1000259	17344300
COMADORE, ALBERTA	22.38	2015	20	12530	17779000
COMADORE, ALBERTA BROWN &	110.35	2015	20	12531	17779125
CONKLIN, MICHAEL	139.48	2015	20	12737	17832850
CONNELL, RICKIE A	385.25	2015	20	12751	17847900
CONREY, JOHN (HRS)	102.38	2015	20	12818	97014556
CONREY, JOHN (HRS)	25.6	2015	20	12819	97014556
CONWELL, GWENDOLYN HRS	669.05	2015	20	12850	17990700
CONYERS, ULYSSES, RN	28.25	2015	20	12852	100000591
COOPER, CHAMP JR	4.83	2015	20	12950	97000451
COORE, MARJORIE	81.76	2015	20	13015	18296450
COPELAND, KERMIT HRS	491.16	2015	20	13028	18319500
CORE, JOSEPHINE	28.71	2015	20	13106	18404600
CORE, LILLIAN HRS	3.33	2015	20	13108	18406700
COVE, THE	240.81	2015	20	13410	18711500

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COVINGTON, DEON M	59.99	2015	20	13421	18728700
COVINGTON, HATTIE B	89.9	2015	20	13427	18733700
COVINGTON, MELVIN	174.55	2015	20	13444	18765700
COYLE, BARRY	78.44	2015	20	13627	18985100
CRAIG, CHARLES H	48.2	2015	20	13701	19092100
CRAVEN, RONALD N &	1.14	2015	20	13810	97001531
CUEVAS, LUZ	325.67	2015	20	14135	19747750
CURRIE, JAMES T & MAMMIE	17.35	2015	20	14360	97002577
DAVIDSON, ANGELA MANESS	318.84	2015	20	14859	20771500
DAVIS, CHRISTOPHER LEE	4.63	2015	20	14967	21001550
DAVIS, JEFFREY GARRETT	257.98	2015	20	15131	97003685
DAVIS, KEVIN	120.46	2015	20	15179	21297800
DAVIS, WILLIAM BRIAN	107.01	2015	20	15388	21601600
DAYLIGHT PENTECOSTAL CHURCH	11.7	2015	20	15444	21702200
DEBERRY, CAROL &	23.76	2015	20	15580	97005932
DEBERRY, CAROL &	99.27	2015	20	15581	97005932
DEGER, KAREN L	14.5	2015	20	15688	21960500
DICKERSON, ALLEN	77.47	2015	20	16160	22490500
DIGGS, CALVIN VANCE & ROSE M	349.01	2015	20	16211	22571400
DIGGS, HALLIE HRS	53.62	2015	20	16213	22572175
DIGGS, JOHN E & DELLA MAE	25.32	2015	20	16216	22583700
DIGGS, MAGGIE	24.63	2015	20	16219	22585100
DOCKERY, ELMORE	9.37	2015	20	16415	22845900
DOCKERY, U Z HRS	486.58	2015	20	16423	22862000
DODSON, GREGG C	1236.82	2015	20	16453	22891500
DODSON, JOSEPHINE L	42.61	2015	20	16454	22892250
DOERGE, CARL H III	27.41	2015	20	16458	22895200
DONALDSON, JACK MONROE	4.52	2015	20	16532	100000769
DOUGLAS, HELEN H	104.46	2015	20	16676	23177100
DOUGLAS, JAMES GLEN (LE)	197.35	2015	20	16682	97004743
DOWDY, DAVID L	14.19	2015	20	16834	23419400
DOWDY, GRACIE H	94.86	2015	20	16840	23432300
DOWDY, JOHNNY C ET AL	126.96	2015	20	16852	23457700
DOWDY, PATRICIA DIANE	13.79	2015	20	16869	23492000
DOWNS, ALDEN	139.91	2015	20	16905	97010086
DRAKEFORD, WILLIE MAE (HRS)	347.68	2015	20	16955	23607250
DRIVET, MICHAEL &	311.85	2015	20	17002	23669800
DRIVET, MICHAEL &	218.73	2015	20	17003	23669800
DUMAS, SAM (HRS)	15.11	2015	20	17134	100001168
DUNCAN, DENISE R	5.32	2015	20	17163	23854350
DUNLAP, ALEXANDER HRS	52.12	2015	20	17206	23948400
DURANT, ALBERT	80.24	2015	20	17454	24276400
DYER, CHARLES + PATRICIA SHANNON	48.2	2015	20	17538	100000768
EASTERLING, MICHAEL	44.95	2015	20	17653	24497500
EDDY, JOHN H E AL	54.19	2015	20	17706	24587500
EDDY, VERNON HRS	242.28	2015	20	17709	24591700

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EDWARDS, SAMUEL JAY &	196.06	2015	20	17892	24889000
ELEANYA, JONAH	73.63	2015	20	17992	100003562
ELLERBE, RAYMOND JR	91.23	2015	20	18032	25081900
ELLERBE, RAYMOND JR	8.93	2015	20	18033	25081900
ELLERBE, RAYMOND N	153.09	2015	20	18034	25081500
ELLIS, HERBERT H & NANCY A &	1625.47	2015	20	18131	25217900
ELROD, RICK M & ANNA M	274.25	2015	20	18193	25263100
EMAM, SHERRY	82.61	2015	20	18204	97008155
ENGELS, KEITH H	4.19	2015	20	18301	97004420
EQUITY TRUST COMPANY	177.7	2015	20	18462	25492450
ERWIN, GORDON E (HRS)	36.9	2015	20	18523	25527500
ERWIN, GORDON E (HRS)	36.9	2015	20	18524	25527500
ESTRELLA, FLORENTINE &	227.31	2015	20	18595	25558050
EWING, ROBERT LEON	172.11	2015	20	18756	25808000
EYE & TEE GROUP	75.04	2015	20	18764	25842300
EYE & TEE GROUP	130.13	2015	20	18765	25842300
EYE & TEE GROUP	22.78	2015	20	18766	25842300
EYE & TEE GROUP	22.78	2015	20	18767	25842300
EYE & TEE GROUP	22.78	2015	20	18768	25842300
EYE & TEE GROUP	22.78	2015	20	18769	25842300
EYE & TEE GROUP	22.78	2015	20	18770	25842300
EYE & TEE GROUP	22.78	2015	20	18771	25842300
EYE & TEE GROUP	22.78	2015	20	18772	25842300
EYE & TEE GROUP	22.78	2015	20	18773	25842300
EYE & TEE GROUP	22.78	2015	20	18774	25842300
EYE & TEE GROUP	22.78	2015	20	18775	25842300
EYE & TEE GROUP	22.78	2015	20	18776	25842300
EYE & TEE GROUP	22.78	2015	20	18777	25842300
EYE & TEE GROUP	22.78	2015	20	18778	25842300
EYE & TEE GROUP	22.78	2015	20	18779	25842300
EYE & TEE GROUP	22.78	2015	20	18780	25842300
EYE & TEE GROUP	22.78	2015	20	18781	25842300
EYE & TEE GROUP	22.78	2015	20	18782	25842300
EYE & TEE GROUP	22.78	2015	20	18783	25842300
EYE & TEE, LLC	19.95	2015	20	18785	25842200
EYE & TEE, LLC	19.95	2015	20	18787	25842200
EYE & TEE, LLC	75.04	2015	20	18788	25842200
EYE & TEE, LLC	130.13	2015	20	18789	25842200
EYE & TEE, LLC	130.13	2015	20	18790	25842200
EYE & TEE, LLC	75.04	2015	20	18791	25842200
EYE & TEE, LLC	130.13	2015	20	18792	25842200
EYE & TEE, LLC	75.04	2015	20	18793	25842200
EYE & TEE, LLC	87.75	2015	20	18794	25842200
EYE & TEE, LLC	19.95	2015	20	18795	25842200
EYE & TEE, LLC	130.13	2015	20	18797	25842200
EYE & TEE, LLC	75.04	2015	20	18798	25842200

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EYE & TEE, LLC	116	2015	20	18799	25842200
EYE & TEE, LLC	19.95	2015	20	18800	25842200
EYE & TEE, LLC	130.13	2015	20	18802	25842200
EYE & TEE, LLC	75.04	2015	20	18804	25842200
EYE & TEE, LLC	75.04	2015	20	18805	25842200
EYE & TEE, LLC	75.04	2015	20	18806	25842200
FAIRLEY, CYNTHIA ANN	175	2015	20	18906	25930150
FAIRLEY, MICHAEL JOE	9.85	2015	20	18910	25941900
FERGUSON, ANGELLETTE J	106.68	2015	20	19209	26391500
FERGUSON, ANGELLETTE J	25.71	2015	20	19210	26391500
FERGUSON, RUTH JACKSON HRS	38.38	2015	20	19275	26489075
FERGUSON, SHARON ANN BOYD	68.65	2015	20	19277	26491450
FERGUSON, SHARON ANN BOYD	123.29	2015	20	19278	26491450
FERGUSON, WALTER J & BELLE	3.17	2015	20	19283	26493750
FIELDS, JAMES A	1030.34	2015	20	19408	26677400
FINLEY, JOHN R & LOIS	7.8	2015	20	19506	26818000
FITZPATRICK, MICHAEL	183.8	2015	20	19775	27117000
FITZPATRICK, MICHAEL	42.55	2015	20	19776	27117000
FITZPATRICK, MICHAEL	42.55	2015	20	19777	27117000
FLEMING, RICHARD G (HRS)	17.13	2015	20	19829	27193000
FLETCHER, LEN E	152.61	2015	20	19849	100002513
FLINCHUM, CLARA C	19.5	2015	20	19879	27273500
FLINCHUM, ROGER C (HRS)	22.78	2015	20	19927	27342500
FLINCHUM, ROGER C (HRS)	22.78	2015	20	19928	27342500
FLOWERS, HATTIE A (HRS)	35.01	2015	20	19979	97007616
FLOWERS, LINDA (HRS)	326.29	2015	20	19982	27393500
FLOYD, JAMES ANDREW & PAMELA	3.09	2015	20	20001	27418950
FORTNER, RICHARD M	108.26	2015	20	20347	27628500
FOSTER, CHAS F (HRS)	407.16	2015	20	20361	100001870
FOXFIRE GOLF CLUB, LLC	72.16	2015	20	20557	27943200
FOXFIRE GOLF CLUB, LLC	131.04	2015	20	20558	27943300
FOXFIRE GOLF CLUB, LLC	119.4	2015	20	20559	27943300
FOXFIRE GOLF CLUB, LLC	158.2	2015	20	20560	27943300
FRANCISCO, ALFREDO	6.65	2015	20	20639	28015400
FRANK, RAY HRS	24.96	2015	20	20649	28029975
FRYE, HENRY THOMAS &	91.9	2015	20	21075	28876600
FRYE, HENRY W HRS	45.71	2015	20	21076	28878600
FRYE, HENRY W HRS	40.63	2015	20	21077	28878600
FRYE, LARRY	16	2015	20	21168	29008900
FRYE, ROBIN G	1016.21	2015	20	21202	29118900
FRYE, VIRGINIA A	131.65	2015	20	21246	29182750
FUDGE, MURRAY HRS	347.68	2015	20	21274	29219150
FURR, SADYE MAE (HRS)	346.78	2015	20	21387	29429925
FURR, SADYE MAE (HRS)	63.74	2015	20	21388	29429925
FURR, SADYE MAE (HRS)	91.08	2015	20	21389	29429925
FURR, SADYE MAE (HRS)	64.59	2015	20	21390	29429925

Name	Unpaid Principal	Year	Cat	Bill	Acct
GAINES, SANDY GEORGE	250.98	2015	20	21557	29748200
GALE, JOSEPH T & SARAH M	87.75	2015	20	21590	29789400
GALLAGHER, RICHARD D	54.42	2015	20	21613	29803800
GALLIMORE, JOHN C JR &	98.88	2015	20	21637	29812500
GARNER, L WADE	10.91	2015	20	22136	97000357
GARNER, LOUISE CAVINESS	280.98	2015	20	22164	30555900
GARNER, MARY SUE H	598.28	2015	20	22200	30270800
GARRIS, NORA SELLERS (LE)	42.55	2015	20	22372	30944200
GAWARECKI, JOHN JR	8.01	2015	20	22528	31135050
GAY, MARY ELIZABETH HRS	94.17	2015	20	22539	31151250
GEORGE, ALLEN D	249.96	2015	20	22659	31287300
GER INVESTMENTS, LLC	575.06	2015	20	22681	31320500
GER INVESTMENTS, LLC	575.06	2015	20	22682	31320500
GER INVESTMENTS, LLC	575.06	2015	20	22683	31320500
GER INVESTMENTS, LLC	575.06	2015	20	22684	31320500
GER INVESTMENTS, LLC	575.06	2015	20	22685	31320500
GER INVESTMENTS, LLC	79.28	2015	20	22686	31320500
GER INVESTMENTS, LLC	79.28	2015	20	22687	31320500
GER INVESTMENTS, LLC	79.28	2015	20	22688	31320500
GER INVESTMENTS, LLC	498.79	2015	20	22689	31320500
GER INVESTMENTS, LLC	498.79	2015	20	22690	31320500
GER INVESTMENTS, LLC	498.79	2015	20	22691	31320500
GER INVESTMENTS, LLC	498.79	2015	20	22692	31320500
GER INVESTMENTS, LLC	498.79	2015	20	22693	31320500
GIBSON, T WHITNEY & LAURIE	75.04	2015	20	22890	31512100
GILL, MILDRED RUTH &	117.3	2015	20	22982	31643300
GIORGIONE, ANDREW &	10.37	2015	20	23154	31879500
GIORGIONE, ANDREW &	10.37	2015	20	23155	31879500
GLORIOUS CHURCH OF THE LIVING	14.76	2015	20	23328	31985900
GOINS, ALLEN T	182.5	2015	20	23421	32124100
GOINS, ALLEN T GOINS HRS	141.99	2015	20	23422	32127700
GOINS, ALLEN T GOINS HRS	38.38	2015	20	23423	32127700
GOINS, ALLEN T GOINS HRS	132.66	2015	20	23424	32127700
GOINS, ALLEN T GOINS HRS	313.45	2015	20	23425	32127700
GOINS, ALLEN T GOINS HRS	36.91	2015	20	23426	32127700
GOINS, ALLEN T GOINS HRS	75.04	2015	20	23427	32127700
GOINS, ALLEN THERMAN	121.82	2015	20	23428	32128600
GOINS, ALLEN THERMAN	64.33	2015	20	23429	32128600
GOINS, GENEVA (HRS)	91.94	2015	20	23450	97010884
GOINS, GENEVA (HRS)	329.48	2015	20	23451	97010884
GOINS, LARRY SANFORD & DEBORAH	26.62	2015	20	23465	32206905
GOINS, SANDRA LYNN	239.11	2015	20	23486	32232410
GOLDSTON, ERNEST & MARION	36.67	2015	20	23526	32305800
GONAZLEZ, SILVIA SANCHEZ &	371.32	2015	20	23566	32346875
GONZALEZ, SILVIA SANCHEZ &	116	2015	20	23611	32355565
GOODE, ANNA BELL	99.08	2015	20	23630	32397200

Name	Unpaid Principal	Year	Cat	Bill	Acct
GOODE, ANNA BELL	63.21	2015	20	23631	32397200
GOODHUE, JOY WILLIAMS	463.98	2015	20	23643	32408300
GORJANC, IDA GRADY HRS	42.55	2015	20	23820	32582000
GOUTIER, RONALD F	83.12	2015	20	23879	32662200
GRAHAM, CLIFFORD P III	19.95	2015	20	23954	32822100
GREEN, LEROY	341.99	2015	20	24248	33187700
GREENE, ERNEST L JR	489.13	2015	20	24309	33280900
GREENE, JAMES	68.94	2015	20	24318	33294950
GREENE, LARRY W	330.47	2015	20	24332	33318050
GREGORY, LILLIAN E	312.18	2015	20	24447	97007554
GRIFFIN, ROY D & SUSAN M	229.68	2015	20	24523	33579800
HADDOCK, ROBERT L (HRS)	182.85	2015	20	1000244	34056400
HADDOCK, ROBIN	182.46	2015	20	1000243	97006111
HALE, SHIRLEY B	95.77	2015	20	25175	34228800
HALL, KEITH CARSON	15.83	2015	20	1000239	34403400
HALL, KEITH CARSON	11.28	2015	20	1000240	34403400
HALL, KEITH CARSON	11.28	2015	20	1000241	34403400
HALL, LARRY L & CAROLYN	4.68	2015	20	25256	34412600
HALL, LARRY L & CAROLYN K	5.1	2015	20	25257	34412700
HAMER, WILLIE R SR (HRS)	116.12	2015	20	25368	97015104
HAMPTONS OF PINEHURST INC	90.19	2015	20	25464	34683950
HANCOCK, CHRISTINE F	15.28	2015	20	25478	37414050
HANCOCK, JOHNNY SR & BARBARA L	167.25	2015	20	25501	34735800
HANNANS, RODNEY	324.17	2015	20	25596	34857900
HARDY, BETTY JEAN	48.2	2015	20	25724	97001253
HARDY, MEGAN	644.9	2015	20	25768	97010537
HARDY, MEGAN	81.7	2015	20	25769	97010537
HARGROVE, VIRGINIA F &	99.56	2015	20	25827	35271500
HARMON, SARAH JANE TRUSTEE	363.34	2015	20	25856	97005795
HARRELL, JOEY M	4.48	2015	20	25916	97003422
HARRELSON, PATRICIA ALISON	49.16	2015	20	25944	97001346
HARRELSON, PATRICIA ALISON	61.31	2015	20	25945	97001346
HARRELSON, PATRICIA ALISON	59.27	2015	20	25946	97001346
HARRELSON, PATRICIA ALISON	71.08	2015	20	25947	97001346
HARRELSON, PATRICIA ALISON	49.1	2015	20	25948	97001346
HARRELSON, PATRICIA ALISON	43.12	2015	20	25949	97001346
HARRINGTON, D W HRS	12.17	2015	20	25964	35449700
HARRINGTON, PAUL LAMONT &	21.02	2015	20	25987	35539950
HARRINGTON, PAUL LAMONT &	179.41	2015	20	25988	35539950
HARRINGTON, W H	261.66	2015	20	25995	35558000
HARRIS, ANDREW (EST)	1719.98	2015	20	26036	35620900
HARRIS, FRANKIE CAMERON	15.83	2015	20	26112	35714400
HARRIS, HELEN	560.14	2015	20	26118	35718000
HARRIS, JUANITA R &	86.33	2015	20	26163	35778100
HARRIS, STEPHEN HRS	179.85	2015	20	26235	35866100
HARWICK, KAREN E & FEELEY,	3.22	2015	20	26463	36127150

Name	Unpaid Principal	Year	Cat	Bill	Acct
HAZELWOOD HOUSE PARTNERSHIP	3283.99	2015	20	26680	36507700
HEADEN, JAMES EDWARD &	29.82	2015	20	26687	36537950
HENDERSON, DANIEL H HRS	128.6	2015	20	26902	36848450
HENNINGS, MICHAEL ROBERT	432.74	2015	20	27032	37017000
HENNINGS, MICHAEL ROBERT	462.97	2015	20	27033	37017000
HENNINGS, MICHAEL ROBERT &	501.55	2015	20	27034	37017100
HERDEGEN, NOLAYAN	70.8	2015	20	27105	100001308
HERDEGEN, NOLAYAN	70.8	2015	20	27106	100001308
HERDEGEN, NOLAYAN	87.75	2015	20	27107	100001308
HERITAGE DEVELOPMENT OF S P	35.44	2015	20	27120	37130900
HICKMAN, DAVID G & MARIE R	72.21	2015	20	27361	37287100
HICKMAN, GIRTHIE HRS	572.96	2015	20	27366	37287650
HICKS, BARBARA ZANDERS	64.87	2015	20	27370	37311300
HICKS, MERCER III	82.38	2015	20	27395	37357500
HILBRECHT, JOHN C	235.94	2015	20	27514	37692100
HILL, SAVANNAH HRS	132.84	2015	20	27635	37653700
HILLIARD, MARY E	132.75	2015	20	27675	37719300
HINES, KAREN R (LE)	749.82	2015	20	27749	37775050
HINES, YOLETTE	3.57	2015	20	27756	37784500
HINSON, KELLY A	62.04	2015	20	27798	37826000
HINSON, PAMELA BEASLEY	54.36	2015	20	27804	37846750
HINSON, PAMELA D	248.66	2015	20	27805	100000775
HODGES, SHANNA	4.38	2015	20	27975	100000099
HODGES, SHANNA	3.23	2015	20	27976	100000099
HOLDEN, EVELYN G	202.56	2015	20	28071	38177400
HOLLINGSWORTH, CHARLENE H	132.72	2015	20	28211	38352600
HOLLY, JERRY L	54.53	2015	20	28240	38384650
HOOKER, JENNIE B	23.28	2015	20	28432	38662700
HORNER, ADA MELINDA	3.87	2015	20	28556	38807400
HORNER, ADA MELINDA	11.15	2015	20	28557	38807400
HORTON-VINES, JANET G &	3.62	2015	20	28637	38934000
HOUGH, IDELLA	11.14	2015	20	28655	38984900
HOUSE, ELI & JOHN HRS	2.17	2015	20	28672	39010300
HOUSE, LEE EST	84.73	2015	20	28673	39014900
HOUSE, LEE HRS	97.57	2015	20	28674	39015000
HOXWORTH, LYNN B	12.99	2015	20	28843	39238370
HUDSON, KENNETH & KRISTY P	818.53	2015	20	28965	39349750
HUDSON, TAMMY BROWN	4.71	2015	20	28986	39361500
HUGGINS, P (REV)	13.81	2015	20	29022	39414800
HUGGINS, P (REV)	15.38	2015	20	29023	39415000
HUGGINS, PLUMMIE ALLEN (HRS)	270.8	2015	20	29025	100001167
HUMBERTSON, HELEN F	87.02	2015	20	29081	39509200
HURLEY, DONALD	51.03	2015	20	29262	39835600
HUSSEY, DONALD	30.57	2015	20	29331	40012500
HUSSEY, DONALD	15.37	2015	20	29332	40012500
HUSSEY, HERBERT E (HRS)	40.14	2015	20	29364	40070500

Name	Unpaid Principal	Year	Cat	Bill	Acct
HUSSEY, PEGGY GARNER	13.97	2015	20	29473	40209400
HUSSEY, PEGGY GARNER	268.21	2015	20	29474	40209400
HUSSEY, PEGGY GARNER	62.72	2015	20	29475	40209400
HUSSEY, PEGGY GARNER	177.59	2015	20	29476	40209400
IMPEMBA, ROSANNA	4.3	2015	20	29666	97008883
INGRAM, VIRGINIA (HRS)	252.99	2015	20	29749	40625000
JACKSON, ANTHONY HAROLD	97.73	2015	20	30030	97001152
JACKSON, GEORGE D & VIVIAN	1.98	2015	20	30089	40974500
JACKSON, R B (HRS)	60.88	2015	20	30194	97014840
JACKSON, ROY BENTON (EST)	73	2015	20	30193	41163100
JACKSON, THETIE B (HRS)	80	2015	20	30203	100000680
JACOBS, GREGORY JR TRUSTEE	344.74	2015	20	30233	41238900
JEANES, MARK J	23.23	2015	20	30423	41422850
JESSEE, MARVIN RODERICK JR &	219.23	2015	20	30540	41626300
JOHNSON DELAWARE GROUP LP	208.38	2015	20	30630	41855300
JOHNSON DELAWARE GROUP LP	208.38	2015	20	30631	41855300
JOHNSON DELAWARE GROUP LP	208.38	2015	20	30632	41855325
JOHNSON DELAWARE GROUP LP	208.38	2015	20	30633	41855300
JOHNSON DELAWARE GROUP LP	75.04	2015	20	30634	41855325
JOHNSON DELAWARE GROUP LP	87.75	2015	20	30635	41855300
JOHNSON DELAWARE GROUP LP	130.13	2015	20	30636	41855325
JOHNSON, A P	189.45	2015	20	30654	42025600
JOHNSON, A P	245.95	2015	20	30655	42025600
JOHNSON, A P	229	2015	20	30656	42025600
JOHNSON, A P	229	2015	20	30657	42039400
JOHNSON, ALLEN P & SHIRLEY W	229	2015	20	30679	42117325
JOHNSON, HENRY C	9.02	2015	20	30773	97011861
JOHNSON, LESLIE ANITA	128.77	2015	20	30854	97005702
JOHNSON, ROSS LEON &	9.96	2015	20	30934	42547600
JOHNSON, THOMAS HRS	21.87	2015	20	30953	42582000
JOHNSON, WILLIAM D	42.15	2015	20	30969	42620000
JOHNSON, WILLIAM D	73.63	2015	20	30970	42620000
JOHNSON, WILLIAM D	191.95	2015	20	30971	42619900
JOHNSON, WILLIAM D	220	2015	20	30972	42619900
JOHNSON, WILLIAM D	1040.76	2015	20	30973	42620100
JOHNSON, WILLIAM D	220	2015	20	30974	42619900
JOHNSON, WILLIAM D	220	2015	20	30975	42620000
JOHNSON, WILLIAM D	208.38	2015	20	30976	42620000
JOHNSON, WILLIAM D	70.8	2015	20	30977	42619900
JOHNSON, WILLIAM D	19.95	2015	20	30978	42620000
JOHNSON, WILLIAM D	75.04	2015	20	30979	42619900
JOHNSON, WILLIAM D	32.44	2015	20	30980	42620000
JOHNSON, WILLIAM D	164.03	2015	20	30981	42620000
JOHNSON, WILLIAM D	18.26	2015	20	30982	42620000
JOHNSON, WILLIAM D	87.75	2015	20	30983	42620000
JOHNSON, WILLIAM D	108.94	2015	20	30984	42620000

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JOHNSON, WILLIAM D	164.03	2015	20	30985	42620000
JOHNSON, WILLIAM D	87.75	2015	20	30986	42620000
JOHNSON, WILLIAM D	164.03	2015	20	30987	42620000
JOHNSON, WILLIAM D	164.03	2015	20	30988	42620000
JOHNSON, WILLIAM D	29.33	2015	20	30989	42620000
JOHNSON, WILLIAM D	59.78	2015	20	30990	42620000
JOHNSON, WILLIAM D JR TRUSTEE	87.75	2015	20	30992	42623300
JOHNSON, WILLIAM D JR TRUSTEE	87.75	2015	20	30993	42623300
JOHNSTON, BEATRICE K	82.83	2015	20	31005	100001190
JONES, AJUL O	73.63	2015	20	31044	42745400
JONES, AUDREY L	18.54	2015	20	31057	42756500
JONES, AUDREY L	856.15	2015	20	31058	42756500
JONES, AUDREY L (LE)	142.33	2015	20	31059	42756550
JONES, AUDREY LOUISE LEWIS &	14.92	2015	20	31060	42756700
JONES, DENISE E & MACK W JR	324.42	2015	20	31114	42839700
JONES, JAMES	6.53	2015	20	31173	42952490
JONES, MAGGIE B (EST)	26.72	2015	20	31236	43033000
JONES, MAGGIE B (EST)	53.89	2015	20	31237	43030700
JONES, NAKIA L	198.15	2015	20	31262	43053850
JONES, SHARLISA C	171.77	2015	20	31308	100000950
JONES, W R &	13.24	2015	20	31337	43157000
JUNGE, CARSTEN H & SPAUGH, KATHERINE(HRS)	34.66	2015	20	31652	97006850
JVW HOLDINGS, LLC	271.26	2015	20	31704	97008051
KEARNS, FREDERICK J	89.5	2015	20	31944	43575600
KEARNS, FREDERICK J	37.86	2015	20	31945	43575600
KEARNS, H L & RUTH	16.15	2015	20	31946	43575800
KELLY, DANNIE	33.91	2015	20	32159	43863100
KELLY, DIONTAI	147.3	2015	20	32165	100003274
KELLY, DOVER	62.82	2015	20	32172	43874000
KELLY, THOMAS L JR	239.03	2015	20	32280	44035200
KENNEDY, KAREN SMITH	4.12	2015	20	32448	44355200
KENNEDY, PHILLIP I (LE)	110.01	2015	20	32481	44411150
KENNEDY, PHILLIP I (LE)	64.13	2015	20	32482	44411150
KETCHUM, DANIEL & EDNA	305.38	2015	20	32662	44677410
KEY, JAMES M	24.54	2015	20	32696	44760100
KEY, JAMES MILLARD	68.36	2015	20	32699	44760405
KEY, JAMES MILLARD	405.08	2015	20	32701	44760300
KEY, JAMES MILLARD	126.75	2015	20	32702	44760300
KEY, JAMES MILLARD	588.67	2015	20	32703	44760300
KEY, MORRIS WAYNE (HRS)	340.61	2015	20	32719	97002781
KILPATRICK, ALEXANDER & DONNA	19.95	2015	20	32871	44981100
KIMBALL, BRUCE W JR	7.58	2015	20	32891	44994500
KIMBALL, BRUCE W JR	3.75	2015	20	32892	44994500
KIMBALL, W H	11.82	2015	20	32906	45027200
KING, DONZELL	17.62	2015	20	32966	45105600
KISER, MARIO A	140.01	2015	20	33280	97013535

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KNIGHT, KIMBERLY LYNN	422.68	2015	20	10216	97012199
KOON, OSMER REMBERT	15.32	2015	20	33599	45708700
KYLE, AARON DWAYNE	320.3	2015	20	33918	46066640
LAIRD, THOMAS ANTHONY &	130.13	2015	20	34032	46156100
LANE, RALPH C & ORA BELL	96.14	2015	20	34336	46524400
LANIER, L L (HRS)	121.95	2015	20	34400	46604900
LAPLUME, LESLIE B & DANIEL	325.05	2015	20	34444	46650600
LAPLUME, LESLIE B & DANIEL	262.84	2015	20	34445	46650600
LAURINBURG HOUSING CENTER, INC	46.84	2015	20	34664	46903650
LAVERGNE, MELISSA R	4.57	2015	20	34673	46924500
LEAK, MILDRED	68.48	2015	20	34861	47246600
LEDBETTER, RICK & MARY C	268.69	2015	20	34909	47323650
LEE, JAMES EDWARD (HRS)	117.3	2015	20	34974	97003831
LEGRAND, PAULINE B (LE)	356.07	2015	20	35106	47539600
LEGRAND, PAULINE B (LE)	41.59	2015	20	35107	47539600
LEGRAND, PAULINE B (LE)	44.13	2015	20	35108	47539600
LEGRAND, PAULINE B (LE)	143.74	2015	20	35109	47539600
LES CONTRACTORS, INC	23.61	2015	20	35277	47676000
LETT, PHILLIP ALLAN	36.9	2015	20	35325	47764300
LETTERLOUGH, HENRY	8.36	2015	20	35328	47768850
LEVINE, DAVID EMANUEL	4.92	2015	20	35341	47793900
LEVINER, SHEILA WELCH	3.63	2015	20	35350	47797050
LEWIS, COY S	8.4	2015	20	35390	47890700
LEWIS, HELEN MARIE	549.07	2015	20	35418	97013221
LIGGETT, GEORGE A (HRS)	114.98	2015	20	35531	100002385
LITTLE, BOBBY L	67.86	2015	20	35890	48430800
LITTLE, LULA (HRS)	10.91	2015	20	35888	97006904
LLOYD, CECIL C & LOUISE R	76.45	2015	20	35977	48576100
LOCKLEAR, PAUL WAYNE &	463.13	2015	20	36068	48704700
LOCKLEY, BESSIE E	262.17	2015	20	36076	48720300
LOCKLEY, BESSIE ELIZABETH	32.21	2015	20	36078	48720400
LOFTON, MAE	3.62	2015	20	36118	48776090
LOUIE, LEONARD L	212.21	2015	20	36352	97009492
LOVINGOOD, JAMES D	17.13	2015	20	36405	49744000
LOWE, BETTY LOU	27.31	2015	20	36429	49765100
LOY, LYNN	6.26	2015	20	36487	49824900
LYON, THE	150.39	2015	20	36827	50232500
LYTCH, LENA CATHERINE HRS	15.02	2015	20	36846	50263400
MA, MICHAEL & MARGARET A	62.21	2015	20	36920	50302000
MABE, LINDA DARLENE	8.89	2015	20	36961	97008803
MABE, TONY RAY	9.5	2015	20	36984	100001918
MABEE, S E	33.38	2015	20	36989	50371500
MACK, GERETHA	82.92	2015	20	37083	97006032
MAHONY, PAMELA H	103	2015	20	37230	50648250
MALAGON, VICTOR	8.23	2015	20	37279	97009711
MANCE, DONNA M	4.19	2015	20	37359	50777100

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MANESS, AARON L	463.36	2015	20	37370	97007769
MANESS, AARON LAMONT	75.32	2015	20	37371	97003798
MANESS, DONALD (HRS)	46.96	2015	20	37439	51005475
MANESS, DONALD (HRS)	568.73	2015	20	37440	51005475
MANESS, DONALD ASA (HRS)	389.57	2015	20	37441	51005460
MANESS, EUGENE CURTIS	47.3	2015	20	37473	97001764
MARLEY, MAGGIE EST	344.42	2015	20	38124	51984600
MARSH, RAYMOND	91.99	2015	20	38279	52166500
MARSH, ROSA LEE	93.12	2015	20	38286	52175500
MARSHALL, FELICIA L HINES (HRS)	99.02	2015	20	38317	97002780
MARTIN, ED HRS	37.58	2015	20	38418	52382350
MARTIN, JOHNATHAN EMMANUEL	158.7	2015	20	38498	97002196
MASCITELLI, JANET B SR (HRS)	13.78	2015	20	38751	97007641
MASKE, JERRY W	320.02	2015	20	38801	97005954
MATHERSON, RUSSELL FRANK (HRS)	287.87	2015	20	38884	52904500
MATTHEWS, JOHNSIE HRS	554.45	2015	20	39023	53072850
MATTHEWS, JOYCE N	4.43	2015	20	39027	53086100
MATTHEWS, SARA RACHEL	14.51	2015	20	39064	97006354
MAXWELL, MARJORIE DOWD	40.73	2015	20	39155	53268000
MAYER COMMUNITIES INC	119.4	2015	20	39184	53387100
MB EQUITY LLC	4.07	2015	20	39248	97005278
MCALLISTER, JAMES	54.58	2015	20	39279	97008899
MARTHUR, ELIJAH HRS	65.98	2015	20	39320	53507200
MCCALLUM, FLORENCE HRS	11.19	2015	20	39435	53673800
MCCASLAN, HAZEL &	35.83	2015	20	39560	53861800
MCCRIMMON, JOHN (HRS)	171.6	2015	20	39750	54188200
MCCRIMMON, MARY ELLEN	10.01	2015	20	39772	54232000
MCCRIMMON, MARY M HRS &	33.53	2015	20	39774	54232350
MCDUGALD, KATE S HRS	135.69	2015	20	40083	54773000
MCDUFFIE, MARK CARTER	4.82	2015	20	40115	54818200
MCDUGAL, LILLA	1018.31	2015	20	40136	54762675
MCEACHERN, TOM (HRS)	26.06	2015	20	40141	54844000
MCENTEE, EMILY	138.53	2015	20	40153	100000042
MCINTOSH, STEVEN A	113.4	2015	20	40461	55296425
MCINTYRE, CLIFTON JR	11.27	2015	20	40472	55304200
MCKEITHEN, ARTHUR BERNARD &	147.3	2015	20	40626	55448600
MCKEITHEN, FLORETTA R HRS	217.8	2015	20	40634	57479200
MCKEITHEN, TIFFANY ELAINE	5.16	2015	20	40679	55527850
MCKENZIE, CALVIN LANDON	100.12	2015	20	40708	55620500
MCKENZIE, CALVIN LANDON	218.38	2015	20	40709	55620500
MCKENZIE, CALVIN LANDON &	378.1	2015	20	40710	55620600
MCKENZIE, CALVIN LANDON &	215.44	2015	20	40711	55620600
MCKENZIE, JOSEPHINE G	25.72	2015	20	40763	55774800
MCKENZIE, WALTER (HRS)	405.17	2015	20	40827	55871600
MCKENZIE, WALTER (HRS)	96.85	2015	20	40828	55871600
MCKINNON, ANTHONY WARD	4.21	2015	20	40901	55971700

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MCKINNON, TONYA V	3.43	2015	20	40927	55979000
MCLAUGHLIN, JAMES (HRS)	64.3	2015	20	41018	97009673
MCLAUGHLIN, LINDA RITTER	62.72	2015	20	41030	56128500
MCLAUGHLIN, WILLIAM HRS	256.12	2015	20	41060	56177350
MCLEAN, ANNA B	70.47	2015	20	41078	97006631
MCLEAN, WILLIE G HRS	25.88	2015	20	41130	56338825
MCLENDON, ROSA (HRS)	21.58	2015	20	41154	100001494
MCLEOD, FRANCES	269.26	2015	20	41179	56452300
MCLEOD, K A HRS	22.89	2015	20	41194	56508600
MCMILLAN, GUSSIE (HRS)	532.86	2015	20	41254	56685825
MCMILLAN, SHARON RACHELL	91.93	2015	20	41275	56736900
MCMILLIAN, WALTER	102.33	2015	20	41286	56766700
MCNEILL, ARTHUR WADDELL	674.44	2015	20	41410	56929700
MCNEILL, JAMES EDWARD	20.9	2015	20	1000262	57152700
MCNEILL, MARGIE	176.7	2015	20	41587	57262400
MCNEILL, MARY E	97.16	2015	20	41594	57276900
MCNEILL, VONDOLA S	81.14	2015	20	41675	57372200
MCNEILL, WILL HRS	11.19	2015	20	41680	57376200
MCRAE, GENEVA	185.25	2015	20	41813	57557900
MCRAE, LONZELL	178.25	2015	20	41833	57629200
MCRAE, SALLY	152.51	2015	20	41852	97010137
MECHANIC, GERALD L HRS	138.6	2015	20	41987	57806000
MEJIA, CANDELARIA AGUIRRE &	146.51	2015	20	42103	74938000
MEJIA, ROLANDO SANCHEZ &	96.45	2015	20	42105	58072775
MELCHOR, GERARDO	5.77	2015	20	42108	97004590
MENTAL HEALTH ASSOCIATION IN	259.2	2015	20	42226	58154700
MEUMANN, WOLFGANG J	161.2	2015	20	42370	58279500
MEUMANN, WOLFGANG J	161.2	2015	20	42371	58279500
MILES, GEO H	12.9	2015	20	42872	58581050
MILES, REBECCA	17.62	2015	20	39788	97011860
MOELLER, CAROL ELIZABETH	506.36	2015	20	43343	59148900
MOFIELD, VIRGINIA A	281.47	2015	20	43355	97010383
MOFIELD, VIRGINIA A	44.7	2015	20	43357	97010383
MONROE, ADA TYSON	11.14	2015	20	43438	59312400
MONROE, ADA TYSON	11.14	2015	20	43439	59312400
MONROE, JACQUELINE P	342.19	2015	20	43512	59466300
MONROE, LOUIS ALLEN & MARY W &	104.98	2015	20	43554	59556200
MONROE, MARK LEE & CYNTHIA	2.91	2015	20	43563	59572300
MONTEFUSCO, HARRY	31.68	2015	20	43649	59712600
MONTELONGO, LEONARD JR & DEBRA	17.13	2015	20	43650	59716800
MOORE, BETTY LORRAINE NALL	237.31	2015	20	44041	59932100
MOORE, BETTY LORRAINE NALL	440.51	2015	20	44042	59932100
MOORE, BETTY LORRAINE NALL	54.08	2015	20	44043	59932100
MOORE, BRENDA P	1.1	2015	20	44049	59942450
MOORE, CASSANDRA	27.46	2015	20	44058	59943200
MOORE, LILLIAN F	34.47	2015	20	44202	60179500

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MOORE, OSCAR	86.9	2015	20	44230	60223200
MOORE, WALTER L	22.22	2015	20	44315	60313200
MORALES, RICHARD TECO	83.12	2015	20	44353	60355850
MORENO, ALEJANDRO	138.34	2015	20	7856	97014119
MORGAN, BETTY	125.31	2015	20	44402	60448300
MORGAN, LILLIE MAE (LE)	446.47	2015	20	44503	60621150
MORGAN, LINDA BREWER &	94.25	2015	20	44504	60623500
MORGAN, WILBERT & MARY	2.91	2015	20	44599	60720000
MORGAN, WORTHY JR & JUDY	82.1	2015	20	44612	60731300
MORGAN, WORTHY JR & JUDY	82.1	2015	20	44613	60731300
MORMAN, BOBBY LEWIS JR &	281.09	2015	20	44636	60768700
MORRISON, ANNIE GOINS	241.29	2015	20	44741	60961500
MORRISON, BARBARA	411.32	2015	20	44757	60966700
MORRISON, FRANK P	27.58	2015	20	44787	61032800
MOSELEY, DONNA S	911.25	2015	20	44895	61231800
MOSELEY, DONNA S	32.06	2015	20	44896	61231800
MOZINGO, JOANNE FAUCETTE	4.26	2015	20	45023	61417000
MURDAUGH, KENNETH ALLAN (HRS)	73.63	2015	20	45181	61569250
MUSE, RICHARD FRANK DAILY	265.27	2015	20	45347	61764500
NALL, BETTY LORRAINE	579.3	2015	20	45593	62051700
NALL, RANDY	15.83	2015	20	45624	62126600
NALL, SUSAN M	251.93	2015	20	45635	62137900
NEALY, BILLY RAY &	26.7	2015	20	45810	62332600
NEFF, DAVID E	559.75	2015	20	45907	62442820
NETTLES, ELLAR	23.34	2015	20	46049	62605500
NEWKIRK, ELVY O	298.48	2015	20	46164	62714200
NORTH CAROLINA NATIONAL BANK	87.75	2015	20	46487	63146200
OATES, A C HRS & KARLTON	15.28	2015	20	46875	63680150
OATES, BEATRICE	503.16	2015	20	46876	63681500
ODOM INVESTMENTS, INC	116	2015	20	46917	63723500
OLDHAM, TELLY WAYNE	118.88	2015	20	47093	63913100
OLIVER, FLORA MARGARET &	107.92	2015	20	47124	63967200
OLSON, NATHAN	165.95	2015	20	47188	97005729
OP 2 REALPORT, LLC	161.2	2015	20	47210	100000568
OP 2 REALPORT, LLC	161.2	2015	20	47211	100000568
OP 2 REALPORT, LLC	161.2	2015	20	47212	100000568
OP 2 REALPORT, LLC	161.2	2015	20	47213	100000568
ORR, OLLIE (HRS)	72.38	2015	20	47254	100002169
ORTEGA, YAIR GUZMAN	88.65	2015	20	47260	64123700
OSTENDORF, JAIME	116	2015	20	47298	64135500
OWNER UNKNOWN	750.21	2015	20	47492	64388900
OWNER UNKNOWN	327.9	2015	20	47493	64388925
OWNER UNKNOWN	85.21	2015	20	47494	64388900
OWNER UNKNOWN	36.62	2015	20	47495	64388900
OWNER UNKNOWN	123.05	2015	20	47496	64388900
OWNER UNKNOWN	19.1	2015	20	47498	64388900

Name	Unpaid Principal	Year	Cat	Bill	Acct
OWNER UNKNOWN	175.21	2015	20	47499	64388900
OWNER UNKNOWN	454.15	2015	20	47501	64388900
OWNER UNKNOWN	31.23	2015	20	47502	64388900
OWNER UNKNOWN	29.33	2015	20	47503	64388900
OWNER UNKNOWN	39.05	2015	20	47504	64388900
OXENDINE, CARLENE	621.05	2015	20	47506	64392800
PALMER, MOSES EST & LIZZIE	258.14	2015	20	47722	64695100
PALMER, MOSES EST & LIZZIE	35.65	2015	20	47725	64695100
PARKER, AMELIA	229.89	2015	20	47827	97003036
PARKER, H O	18.4	2015	20	47849	97010951
PARKER, JOSEPH D JR	27.01	2015	20	47880	64906200
PARKER, JOSEPH D JR	26.22	2015	20	47881	64906205
PARKER, JOSEPH D JR	277	2015	20	47882	64906200
PASSARO, DAVID	150.84	2015	20	1000242	97011705
PATTERSON, HEATHER	3.13	2015	20	48270	97002237
PATTERSON, LARRY	2.32	2015	20	48302	65430700
PATTERSON, MAX KEITH II	13.51	2015	20	48323	5458150
PATTISON, STEVEN J &	35.44	2015	20	48378	65535600
PAYTON, LEROY JR	1.45	2015	20	48442	65619250
PEMBERTON, LAWYER W	16.39	2015	20	48589	65844400
PENNELL, DANA	22.78	2015	20	48621	65867400
PENNELL, DANA	22.78	2015	20	48622	65867400
PEOPLES, BARBARA LEE & HENRY	8.65	2015	20	48667	65897300
PERNELL, G CARLTON	208.38	2015	20	48731	65974300
PERSON, WILLIAM E JR	195.52	2015	20	48876	66249800
PETERSEN, BRADLEY DOUGLAS	789.12	2015	20	48924	66336300
PETTIS, CYRUS & SARA L	73.63	2015	20	48996	66425740
PETTY, MARGARET A	40.06	2015	20	49005	66444600
PHILLIPS, CARRIE HRS	10.06	2015	20	49092	66552900
PHILLIPS, EDITH COLE HRS	21.65	2015	20	49136	66596200
PHILLIPS, JEAN B & OTHERS	109.95	2015	20	49185	66666900
PILSON, HAZEL S	432.17	2015	20	49506	67060900
PIPKIN, ROBERT ALLEN	7.07	2015	20	6130	97011230
PMD, INC	911.22	2015	20	50152	64422100
POE, WILLIAM R	103.68	2015	20	50185	69105850
POINDEXTER, DEBRA GILLIS	5.25	2015	20	50199	97001134
PONDS, WANDA P WILLIAMS	319.34	2015	20	50263	100001660
PORE, JAMES & LILLIE MAE	48.3	2015	20	50356	69333500
PORE, JAMES & LILLIE MAE	67.98	2015	20	50357	69333500
POWERS, JAMES ROBERT	220.24	2015	20	50489	69513200
PREVATTE, CORA H HRS	36.45	2015	20	50622	69742900
PREVATTE, CORA H HRS	104.7	2015	20	50623	69742900
PREVATTE, CORA H HRS	404.77	2015	20	50624	69742900
PRIEST, SCARLETT BRADLEY	12.89	2015	20	50777	69956900
PRIEST, WILLIAM	138.15	2015	20	50784	69964000
PRITT, DUSTIN S	98.65	2015	20	50866	70038600

Name	Unpaid Principal	Year	Cat	Bill	Acct
PRITT, DUSTIN S	32.15	2015	20	50868	70038600
PRITT, DUSTIN S	42.55	2015	20	50869	70038600
PUGH J E	15.28	2015	20	50986	70200500
PUGH, WILETHA M (HRS)	2253.3	2015	20	51034	97006368
PURCELL, KENNETH M &	110.72	2015	20	51064	70258050
PURCELL, KENNETH MARVIN	1871.25	2015	20	51065	70258200
PURCELL, KENNETH MARVIN	339.77	2015	20	51066	70258200
PURCELL, WILLIE R (HRS)	1.29	2015	20	51068	70271925
PUSSER, DAYLE T	637.04	2015	20	1000248	97014897
QUIAMBAO, CHERRIELYN E	2.9	2015	20	51265	70655800
QUICK, CHARLIE A (HRS)	127.73	2015	20	51277	97014220
RABY, RAY T HRS & EVA H	525.23	2015	20	51400	70752225
RADCLIFF, CAROLYN SANDERS	8.58	2015	20	51417	70770900
RAGLAND, HELEN & GEORGE	13.81	2015	20	51454	70812400
RAGSDALE BROTHERS, LLC	80.4	2015	20	51458	70819900
RAMOS, OSWALDO & KIMBERLY	3939.46	2015	20	51547	70910100
RATCLIFF, J F	43.54	2015	20	51651	71077600
RATLIFF, SHANNON NICOLE &	300.25	2015	20	51667	71092825
RAY, DAVID MICHAEL	19.95	2015	20	51703	71150700
RAY, JUANA A (LE)	105.48	2015	20	51742	71201000
RAY, JUANA A (LE)	643.41	2015	20	51743	71201000
RAY, LARRY C	163.59	2015	20	51745	71205600
RAY, ROSIA LITTLE	276.3	2015	20	1000006	71244630
RAY, ROSIA LITTLE	187.59	2015	20	51777	71244630
RAY, SARAH M	132.02	2015	20	51782	71249800
RBC CENTURA BANK	17.45	2015	20	51836	71349500
REAVES, IASIA MOORE	4.75	2015	20	51862	100001250
REAVIS, LEO S & JANIE R	115.1	2015	20	51878	71444000
REDDING, MARY	18.23	2015	20	51924	71477150
REED, ALICE A	9	2015	20	51952	71517800
REED, DANIEL E & DEBRA L	130.13	2015	20	51956	71518800
REEVES, GEORGE JR &	141.7	2015	20	52030	71408600
REGAN, RICHARD J & WANDA	22.78	2015	20	52063	70807800
REID, ELMER	92.12	2015	20	52094	71686400
REID, ISAAC & CORNELIUS	58.2	2015	20	52095	71688700
REPP, JOHN (HRS)	227.9	2015	20	52184	97007652
REPP, STEPHEN	392.25	2015	20	52185	71810400
RHODES, GERALD L (HRS)	5.88	2015	20	52395	100002363
RHYMER, DUSTIN L &	4.47	2015	20	52425	72073950
RICHARD, ROBERT & MARY ANNE	194.2	2015	20	52503	72153100
RICHARD, ROBERT R & MARY ANNE	87.75	2015	20	52505	72153150
RICHARDSON, CURTIS	3.18	2015	20	52543	72248000
RICHARDSON, KEITH	19.35	2015	20	52589	72349000
RITTER, ELIZABETH (HRS)	163.29	2015	20	53088	72995600
RITTER, PAMELA HAMPTON	64.08	2015	20	53224	97006320
ROBERTSON, GEORGE ARTHUR	12.89	2015	20	53544	73512650

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ROBINSON, KAREN ROBERTHA B	14.25	2015	20	53660	73653300
RODRIGUEZ, MARIA	67.01	2015	20	53810	73778760
ROGERS, SALLY MAE	10.32	2015	20	53935	97001945
ROGERS, SALLY MAE	10.32	2015	20	53936	73922000
ROGERS, SALLY W	10.04	2015	20	53937	73921900
ROLLINS, JOHN KENT	327.26	2015	20	53981	97008058
ROOP, MICHAEL TERRY	116.23	2015	20	54032	74049500
ROOP, MICHAEL TERRY	122.95	2015	20	54033	74049500
ROSS, B D & M J	32.95	2015	20	54114	74177300
ROSS, CHARLES F	298.72	2015	20	54123	74186800
ROSS, JESSE E	146.11	2015	20	54155	74235800
ROUSE, DARRELL L	8.88	2015	20	54294	74396200
ROUSE, DARRELL LEE	113.63	2015	20	54295	74395800
ROUSE, DARRELL LEE	349.18	2015	20	54296	74395800
ROWE, J VANCE JR &	15.08	2015	20	54328	74476400
RUSSELL, CAROL E	814.11	2015	20	54494	100003079
RUSSELL, J PAUL	9.78	2015	20	54515	74727000
RUSSELL, LARRY D & MARY	183.8	2015	20	54542	74745600
RUSSELL, MARY F	1365.19	2015	20	54543	97015662
RUSSELL, SUZANNE	18.54	2015	20	54580	97006141
RYALS, SYLVIA LORRAINE	163.36	2015	20	54613	74860350
SADLER, JACKSON KENNEDY	800	2015	20	54747	74963400
SAGE, RODERIC N A	26.36	2015	20	54772	74989350
SALMON, TARA	7	2015	20	54836	75066775
SALZWEDEL, LINDSEY MICHELLE	672.63	2015	20	54856	75082900
SAMUELSON, ANN COPPEDGE	9.9	2015	20	54884	75120100
SANDERS, BETTY	60.8	2015	20	54921	75177500
SANDERS, BETTY B	79.61	2015	20	54922	75177800
SANDERS, BILLY DEAN	171.37	2015	20	54923	75181200
SANDERS, CAULINE MARIE	90.69	2015	20	54928	75191700
SANDERS, JOEL A &	1306.06	2015	20	54982	75260500
SANDERS, RONALD FLOYD	104.81	2015	20	54998	75281200
SANDERS, WILLIAM	93	2015	20	55018	75306600
SANDY, CYNTHIA (HRS)	62.95	2015	20	55135	75554725
SANTANA, ALMA DELIA COLIN	34.81	2015	20	55156	75583500
SAULS, DOROTHY GILCHRIST	86.64	2015	20	55239	97010947
SAUNDERS, BENNIE C (HRS)	177.3	2015	20	55248	100002287
SAUNDERS, JAMES STEELE	276.57	2015	20	55265	97005966
SAUNDERS, JAMES STEELE	77.18	2015	20	55266	97005966
SAUNDERS, JAMES STEELE	116	2015	20	55267	97005966
SAUNDERS, LAURA ROSE TAYLOR	27.21	2015	20	55283	75725300
SAUNDERS, LAURA ROSE TAYLOR	41.8	2015	20	55284	75725300
SAUNDERS, LAURA ROSE TAYLOR	40.64	2015	20	55285	75725300
SAUNDERS, ROBERTA	172.42	2015	20	55306	75746200
SAVAGE, CAMERON M & MARGARET M	19.95	2015	20	55329	75785400
SEALY, WANDA & JEANETTE &	14.76	2015	20	56089	76735200

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SEAWELL, ANTHONY J (HRS)	77.79	2015	20	56115	97001722
SEITZ, AMY & SADLER, JEFFERSON	667.16	2015	20	56295	97003552
SELLS, AUSTIN RILEY &	105.65	2015	20	56346	77101600
SESSOMS, ROSE COPELAND	191.77	2015	20	56398	77168150
SESSOMS, ROSE COPELAND	63.17	2015	20	56399	77168150
SESSOMS, SALLY ROSE COPELAND	209.62	2015	20	56400	77169800
SETNESKA, JAMES A JR	154.71	2015	20	56404	77176000
SEVEN LAKES TOWNHOUSES & ASSOC	116	2015	20	56496	77237700
SEVEN LAKES TOWNHOUSES & ASSOC	116	2015	20	56497	77237700
SHAMBERGER, DEWEY T (LE)	210.58	2015	20	56610	77369800
SHAMBERGER, GERALDINE (HRS)	289.44	2015	20	56632	97011859
SHAMBERGER, GERALDINE (HRS)	286.44	2015	20	1000128	97011859
SHAMBERGER, KATIE M &	73.79	2015	20	56614	77385075
SHAMBERGER, KATIE M &	8.14	2015	20	56615	77385075
SHAMBERGER, LEONARD & MILDRED	89.78	2015	20	56618	77385400
SHAW, MARGARET	15.28	2015	20	56752	77700300
SHEFFIELD, CARL L EST	12.49	2015	20	56820	77852700
SHEFFIELD, CARL LEON (HRS)	28.71	2015	20	56821	97003371
SHEFFIELD, RANDY & DENA	78.37	2015	20	56865	77974400
SHEFFIELD, RANDY WAYNE & DEENA	130.46	2015	20	56872	77974300
SHEFFIELD, RANDY WAYNE & DEENA	77.98	2015	20	56873	77974300
SHEPHARD, FLORA BELLE	44.53	2015	20	56963	78103200
SHORT, H COLIN	386.71	2015	20	57221	78557450
SHORT, TROY D	532.46	2015	20	57258	97008117
SHORT, TROY D	161.2	2015	20	57261	97011083
SHORT, TROY D	221.2	2015	20	4488	97011083
SHORT, TROY D	161.2	2015	20	4489	97011083
SHORT, TROY D	161.2	2015	20	4490	97011083
SHORT, TROY D	158.2	2015	20	4491	97011083
SHORT, TROY D & KARLA H	6.33	2015	20	57263	78613300
SHORT, TROY D & KARLA H	4.74	2015	20	57259	78613300
SHORT, TROY D & KARLA H	4.7	2015	20	57260	78613300
SHUMAKER, ROSALIE &	125.5	2015	20	57300	78701200
SILVERMAN, JONATHAN TRUSTEE	215.21	2015	20	57440	78845600
SILVERMAN, JONATHAN TRUSTEE	341.49	2015	20	57441	78845600
SIMMONS, GEORGE HRS	240.37	2015	20	57503	78933725
SIMPSON, MELBA DUNN	180.07	2015	20	57608	79138400
SIMPSON, MELBA DUNN (HRS)	11.19	2015	20	57609	100002162
SIMPSON, MELBA DUNN (HRS)	28.65	2015	20	57610	100002162
SIMPSON, MELVA DUNN	15.49	2015	20	57611	79144600
SKEEN, JAMES & SALLEY	2192.31	2015	20	57762	79389400
SLOAN, JAMES H	14.25	2015	20	57882	79658200
SLOAN, MYRTLE	633.12	2015	20	57885	79676600
SLOBODNIK, MARK R & JULIE M	6172.83	2015	20	57889	79678000
SMITH, BENJAMIN HAYWOOD	199.96	2015	20	57977	79896300
SMITH, CHARLES	306.96	2015	20	58023	79956400

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SMITH, EDITH POWERS, EST	28.09	2015	20	58098	80072200
SMITH, HAZEL GARNER	110.8	2015	20	58155	80178000
SMITH, HAZEL GARNER	33.79	2015	20	58156	80178000
SMITH, JAMES ANDREW JR &	71.73	2015	20	58177	80212700
SMITH, JAMES L JR &	29.45	2015	20	58183	80216600
SMITH, JAMES L JR (LE)	183.12	2015	20	58184	80216000
SMITH, JANICE A	69.03	2015	20	58196	80236000
SMITH, MARGARET	60.07	2015	20	58316	80419000
SMITH, MARGARET	92.95	2015	20	58317	80419000
SMITH, MELVIN LEE &	284.87	2015	20	58364	80458800
SMITH, MELVIN LEE & MARGARET	206.96	2015	20	58365	80458600
SMITH, MELVIN LEE & MARGARET	56.27	2015	20	58366	80458600
SMITH, MELVIN LEE & MARGARET K	82.49	2015	20	58367	80458700
SMITH, MIATTA	433.87	2015	20	58368	80460000
SMITH, MIATTA	544.58	2015	20	58369	80460000
SMITH, RAYMOND A	85.04	2015	20	58425	80563500
SMITH, RODNEY ALBERT	31.74	2015	20	58465	80623900
SMITH, WILLIAM EDWARD	128.49	2015	20	58569	80762100
SMITH, WILLIAM EDWARD (HRS)	634.16	2015	20	58570	97011851
SPANN, CURTIS & ELIZABETH	14.68	2015	20	58937	81374000
SPEARS, BEN J &	286.46	2015	20	58976	81393200
SPEER, HOPE THELMA DOUGLAS	5.88	2015	20	59009	81434000
SPENCE, STEPHANIE B &	342.96	2015	20	59054	81474700
SPENCE, STEPHANIE B &	36.9	2015	20	59055	81474700
SPENCER, CEDRIC THOMAS &	281.38	2015	20	59070	81482375
SPENCER, MARGARET	111.2	2015	20	59109	81550900
SPENCER, SHIRLEY B	3.35	2015	20	59128	81582000
SPIVEY, WALTEEN HIGGINS	10.69	2015	20	59191	81684500
SPRUELL, COSMO DEMARK	1.08	2015	20	59239	97000105
STAFFORD LAND COMPANY, INC	12.61	2015	20	59352	81822000
STAFFORD LAND COMPANY, INC	643.13	2015	20	59353	81822000
STANLEY, FRANK L III	70.8	2015	20	59472	82034300
STARNES, IDA	31.02	2015	20	59545	82129150
STEELMAN, BETTY W (HRS)	55.71	2015	20	59656	82254075
STEVENSON, CHARLES WILLIAM JR	166.4	2015	20	59839	82526500
STEVENSON, JEANNE	20.91	2015	20	59844	82532800
STEVENSON, JEANNE &	17.52	2015	20	59845	82532850
STEWART, MARY FRANCES N (LE)	138.43	2015	20	59949	82690000
STEWART, R C	91.08	2015	20	59961	82696500
STEWART, W E	67.35	2015	20	59994	82733300
STOCUM, DANIEL KEITH &	4.68	2015	20	60053	82815950
STONE, ALEACIA &	254.37	2015	20	60098	82854300
STRATEGIC MANAGEMENT GROUP,	87.75	2015	20	60282	83032100
STRAYER, LARRY D	17.13	2015	20	60294	100002837
STUBBS, BETTY M	621.99	2015	20	60454	97005708
STUBBS, BLANCHIE M (HRS)	8.54	2015	20	60455	97015092

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STUBBS, LAFAYETTE J, WILLIE E	121.58	2015	20	60473	83292500
SUBURBAN ESTATES, INC	76.45	2015	20	60594	83545300
SUBURBAN ESTATES, INC	76.45	2015	20	60595	83545300
SULLIVAN, JOHN W	22.12	2015	20	60665	83683700
SULLIVAN, ZETTIE	16.27	2015	20	60695	83733800
SUNDWALL, ANN C	3.74	2015	20	1935	97011672
SYKES, CLAUDETTE	360.35	2015	20	60949	84072150
TANNER, J H	20.46	2015	20	61258	100001153
TAYLOR, ANGELA	3.37	2015	20	61406	84456750
TAYLOR, CHARLES BARRINGTON D	8.76	2015	20	61428	84488200
TAYLOR, CHARLES BARRINGTON D	90.86	2015	20	61429	84488200
TAYLOR, CHERYL D &	17.19	2015	20	61430	84491500
TAYLOR, HORACE ALEXANDER II &	3.6	2015	20	61466	84541300
TAYLOR, JIMMY	100.69	2015	20	61483	84559300
TAYLOR, THEOLA	13.9	2015	20	61583	84690700
TAYLOR, WILSON EUGENE (LE)	469.52	2015	20	61596	84712300
TEAGUE, JERRY P	618.41	2015	20	61628	84755000
THOMAS, EVELYN	57.24	2015	20	61976	97004516
THOMAS, IRENE B	632.74	2015	20	1000249	85603700
THOMAS, IRENE B	632.74	2015	20	1000250	85603700
THOMAS, IRENE B	36.78	2015	20	1000266	85603700
THOMAS, IRENE B	14.33	2015	20	1000267	85603700
THOMAS, IRENE B	14.33	2015	20	1000268	85603700
THOMAS, IRENE B	184.19	2015	20	1000252	85603700
THOMAS, IRENE B	184.19	2015	20	1000253	85603700
THOMAS, JEFFERY LEE	512.95	2015	20	62048	85689700
THOMAS, JEROME C & DENISE	19.95	2015	20	62051	85690800
THOMAS, MICHAELL	188.92	2015	20	62132	85798800
THOMAS, ROGER S	61.48	2015	20	62172	85861500
THOMPSON, JAMES A	158.7	2015	20	62354	86141700
THOMPSON, JAMES A	105.33	2015	20	62355	86141800
THOMPSON, NANCY & JACQUELINE &	42.38	2015	20	62429	86224550
TILLMAN, ROBIN L	160.24	2015	20	62674	97011468
TISDALE, PHILIP D & WINIFRED L	4.6	2015	20	62723	86600200
TOMLINSON, LEON G	2465.1	2015	20	62809	86675550
TOOMER, JAMES CHARLES HRS &	291.83	2015	20	62837	86726000
TOWNSEND, ETTA ANDREA	2.32	2015	20	63166	86821750
TROYER, THOMAS EUGENE JR	89.34	2015	20	63496	87081600
TURNER, GEORGE	190.99	2015	20	63665	87473600
TURNER, LACY & JOYCE	658.24	2015	20	63675	87492000
TURNER, THOMAS AKINS & RUBY B	641.96	2015	20	63697	87519600
TWO ONE FOUR NINETY-EIGHT	126.23	2015	20	63730	87575650
TYNER, KASEY	280.87	2015	20	63769	100001786
TYSINGER, TONIA (LE)	192.73	2015	20	63795	100000445
TYSON, WILLIAM C	170.68	2015	20	63819	87742600
TYSON, WILLIAM CLARK &	4.85	2015	20	63821	97000043

Name	Unpaid Principal	Year	Cat	Bill	Acct
TYSON, WILLIAM S	219.06	2015	20	63822	87742800
ULICK, LLC	51.42	2015	20	63857	97005673
ULICK, LLC	51.31	2015	20	63858	97005673
UPCHURCH, ALLIE MICHELLE &	67.95	2015	20	63963	87883000
UPCHURCH, WILL SR (HRS)	157.75	2015	20	64052	87934000
VAN CAMP, F W HRS	14.33	2015	20	64206	88101350
VAN CAMP, F W HRS	18.05	2015	20	64207	88101350
VAN CAMP, F W HRS	18.05	2015	20	64208	88101350
VAN MATHER, ROBERT	3.44	2015	20	64266	88217500
VEST, DAVID W & JENNIFER K	4.72	2015	20	64554	88468700
VUGRINEC, MARK & BARBARA	6.38	2015	20	64972	88731375
W K BELL & COMPANY	199	2015	20	64990	88738150
WADDELL, PRESS A	77.52	2015	20	65027	88777800
WALKER, CONROY L & JUNE B	49.78	2015	20	65203	89003400
WALKER, JUANITA R	182.61	2015	20	65230	89057875
WALLACE, ROY (HRS)	568.72	2015	20	65433	97006305
WARMBROD, STANLEY K (HRS)	161.47	2015	20	65655	97010702
WARREN, KIM	82.23	2015	20	65701	89769450
WASHINGTON, ARDELLA	16.5	2015	20	65751	89821700
WATSON, ALMA	207.16	2015	20	65825	97010956
WATSON, ERIC M	325.61	2015	20	65854	89977900
WATSON, HANNAH	369.69	2015	20	65860	89994400
WATSON, ROBERT	328.76	2015	20	65893	90044600
WATSON, ROBERT F JR	32.66	2015	20	65895	97009149
WEBB, KATHERINE ANN (HRS)	305.66	2015	20	66033	100002008
WEILAND, RONALD F	75.04	2015	20	66144	90350600
WEST, UNEEDA &	99.23	2015	20	66405	97001894
WETHERBY, EVAN J	4.8	2015	20	66471	97003315
WHITAKER, MATTIE (HRS)	17.46	2015	20	66595	97006366
WHITAKER, WM H HRS & MARY A	32.04	2015	20	66624	90994800
WHITE WELD & CO, INC C/O M SHONE	898.28	2015	20	66629	91029150
WHITE, BRENDA	155.32	2015	20	66677	91054500
WHITE, BRENDA L	147.3	2015	20	66679	91054800
WHITE, WENDY MCINNIS &	17.53	2015	20	66797	91227700
WHITT, CAROLYN	96.56	2015	20	66893	97010632
WHITT, LINDA GRAY	297.48	2015	20	66896	91415800
WILLIAMS, ANGELA H (HRS)	454.53	2015	20	67176	97002326
WILLIAMS, ANGELA H (HRS)	454.53	2015	20	67177	97002326
WILLIAMS, ANGELA H (HRS)	454.53	2015	20	67178	97002326
WILLIAMS, ANGELA H (HRS)	454.53	2015	20	67179	97002326
WILLIAMS, ANGELA H (HRS)	454.53	2015	20	67180	97002326
WILLIAMS, ANGELA H (HRS)	447	2015	20	67181	97002326
WILLIAMS, ANGELA H (HRS)	447	2015	20	67182	97002326
WILLIAMS, HUBERT C F HRS	358.55	2015	20	67507	92515350
WILLIAMS, JEFFREY C	70.24	2015	20	67556	92597980
WILLIAMS, JEFFREY C	76.28	2015	20	67557	92597980

Name	Unpaid Principal	Year	Cat	Bill	Acct
WILLIAMS, JOERETHIA	22.1	2015	20	67580	92662700
WILLIAMS, JOHN A	21.86	2015	20	67582	97007920
WILLIAMS, JOHNNY B JR & REGINA	18.2	2015	20	67592	92654300
WILLIAMS, KIMBERLY ANNE	7.41	2015	20	67621	92680900
WILLIAMS, LOLA MCCALL (HRS)	43.48	2015	20	67679	97002332
WILLIAMSON, CARL (MRS)	266.06	2015	20	67974	93304100
WILLIAMSON, CARL (MRS)	238.1	2015	20	67975	93304100
WILLIAMSON, DOYLE RAY (LE)	89.06	2015	20	67999	93324400
WILLIAMSON, JOHN (HRS)	94.76	2015	20	68012	97015475
WILLIAMSON, ROGER E	134.48	2015	20	68075	97008574
WILLIS, BETSY	109.84	2015	20	68104	93504200
WILLS, MARY LUDWIG (HRS)	552.69	2015	20	68122	97011866
WILSON, DENISE CASSAN	4.43	2015	20	68180	93627800
WILSON, JANE B	31.91	2015	20	68225	93728600
WILSON, LAWRENCE D	204.54	2015	20	68273	93791900
WINDSOR, SAM (HRS)	43.12	2015	20	68404	97011852
WOOD, BETTY MARIE	780.32	2015	20	68678	97007653
WOODLAKE PROPERTIES, INC	185.86	2015	20	69411	95323460
WOODLAKE PROPERTIES, INC	127.13	2015	20	69412	95323460
WOODLAKE PROPERTIES, INC	98.88	2015	20	69413	95323460
WOODLAKE PROPERTIES, INC	16.95	2015	20	69414	95323460
WOODLAKE PROPERTIES, INC	16.95	2015	20	69415	95323460
WOODLAKE PROPERTIES, INC	72.04	2015	20	69416	95323460
WOODLAKE PROPERTIES, INC	67.8	2015	20	69417	95323460
WOODLAKE PROPERTIES, INC	127.13	2015	20	69418	95323460
WOODLAKE PROPERTIES, INC	14.13	2015	20	69419	95323100
WOODLAKE PROPERTIES, INC	72.04	2015	20	69420	95323460
WOODLAKE PROPERTIES, INC	127.13	2015	20	69421	95323460
WOODLAKE PROPERTIES, INC	127.13	2015	20	69422	95323460
WOODLAKE PROPERTIES, INC	72.04	2015	20	69423	95323460
WOODLAKE PROPERTIES, INC	155.2	2015	20	69424	95323460
WOODLAKE PROPERTIES, INC	155.2	2015	20	69425	95323460
WOODLAKE PROPERTIES, INC	155.2	2015	20	69426	95323460
WOODS, MARGIE CAVINESS	147.36	2015	20	69467	94336800
WOODS, MAZIE F & ROBIN RAY	43.17	2015	20	69469	95376900
WOOTEN, ALISHA MONIQUE	3.28	2015	20	69502	95451500
WOOTEN, LULA BELLE HRS	126.06	2015	20	69510	95464000
WORTHY, SAM (HRS)	92.38	2015	20	69558	95567900
WRENCHER, CHARLES & GERUSHIA	210.76	2015	20	69569	95583400
WRENCHER, CHARLES L JR	47.62	2015	20	69570	95583700
WRIGHT, DAVID HAROLD JR	265.78	2015	20	69602	95628300
WRIGHT, MARK RICHARD	19.25	2015	20	1000260	97009669
WRIGHT, MARK RICHARD	20.9	2015	20	1000261	97009669
YOUNG, EVELYN HRS	75.66	2015	20	69936	96110000
YOW, IRENE SALMON	4.95	2015	20	70020	96248200
ZANDERS, CLARA E	284.49	2015	20	70096	96344700

Name	Unpaid Principal	Year	Cat	Bill	Acct
ZANDERS, CLARA E	88.6	2015	20	70097	96344700
ZURN, RANDY J & LISA K	703.71	2015	20	70256	96498700
Total Unpaid:	201,287.75				

Name 1	Name 2	Property Code	Bill Year	Bill Number	Bill Amount	Total Due
AA CONSTRUCTION PROPERTIES, LLC		00038269	2015	455	\$1,026.93	\$1,096.87
AA HOLDINGS - WEST END LLC	C/O CLIFFORD HEMMINGWAY	00015963	2015	106	\$493.47	\$528.75
ABELLA, MOISES CAMPOS &	AVELLA-GASCA, JUAN PABLO	20100328	2015	143	\$103.39	\$3.99
ABRAHAM, SADAT 7		20030281	2015	248	\$134.70	\$146.66
ACOSTA, MAI THI NGOC TRINH	C/O MAI TRINH	00041685	2015	307	\$19.78	\$24.27
ACTION DRIVES, INC		00020462	2015	311	\$1,257.51	\$1,409.63
ACTION DRIVES, INC PROFIT SHAR	PLAN & TR, C/O THOMAS B REEP	10001999	2015	312	\$415.20	\$445.39
ACTION DRIVES, INC PROFIT SHAR	PLAN & TR, C/O THOMAS B REEP	10002042	2015	313	\$415.20	\$248.70
ADAIR, PATRICIA HRS		00046015	2015	321	\$677.21	\$724.43
ADKINS, CORNELIA		00013949	2015	488	\$67.29	\$74.86
ADKINS, CORNELIA		00013951	2015	489	\$276.34	\$297.50
AIKEN, BEATRICE WALDEN	C/O LOIS LAMBERT	00013967	2015	559	\$101.02	\$110.78
ALBARRAN, NORBELLA SOLIS		00990207	2015	612	\$110.80	\$121.20
ALC ENTERPRISES, L L P	C/O SCOTT WILLIAMSON	00006092	2015	649	\$1,695.10	\$1,808.48
ALEXANDER, DOROTHY		00013999	2015	703	\$52.93	\$59.57
ALL THINGS GOOD, LLC		00038480	2015	1000230	\$1,762.91	\$1,877.51
ALL THINGS GOOD, LLC		00038480	2015	1000231	\$2,001.77	\$2,312.04
ALL THINGS GOOD, LLC		00038480	2015	1000232	\$2,001.77	\$2,492.20
ALLEN, CAROLYN T		00029244	2015	1000251	\$193.17	\$205.72
ALLEYNE, RUBY L		00054199	2015	966	\$412.43	\$60.84
ALMANZA, JUAN CARLOS		20000236	2015	1117	\$31.75	\$37.01
ALSTON, GARY DELON &	ALSTON, DERRICK STEVEN	00014083	2015	1151	\$128.68	\$140.24
ALVAREZ, JOSE R &	ALTAGRACIA - DE SANTIAGO, MA	99000598	2015	1180	\$34.01	\$99.42
ANDERSON BIELD, LLC		00992025	2015	1272	\$415.20	\$445.39
ANDERSON, TERRY LEE &	SHEFFIELD, TINA MARIE	00008585	2015	1363	\$33.90	\$39.30
ARMSTRONG, MARY HRS		00014193	2015	1586	\$299.68	\$322.36
ARMSTRONG, MICHAEL R	ARMSTRONG, AMY-LEANNE BROOKSHIRE	10002096	2015	1587	\$779.70	\$9.22
ARNOLD, SAM HRS	C/O LORRAINE MCCANTS	00046294	2015	1651	\$134.47	\$146.41
ASHBURN, KEITH GRAY & (LE)	CHRISTIE SINEATH (LE)	96000562	2015	1744	\$206.23	\$2.61
ATLANTIX, LLC	WENDELL BROWN	00991987	2015	1855	\$188.05	\$203.47
ATLANTIX, LLC	WENDELL BROWN	00992270	2015	1856	\$222.05	\$239.68
AUSTIN, JUANITA M & PAUL A		10000483	2015	1931	\$20.34	\$3.52
BALLARD, ALBERTA (HRS)	STEELE, CORA EVELYN (HRS)	00039339	2015	2538	\$406.55	\$436.18
BARKER, JEREMY NORMAN &	SHERRIE WILSON	10001900	2015	2814	\$168.43	\$4.50
BARNER, JEFFREY W		00041883	2015	2839	\$14.13	\$18.25
BARNES, MILDRED D		00038992	2015	2896	\$302.40	\$322.06
BARNES-PRESBURY, JOCELYN		00041766	2015	2914	\$84.75	\$79.19
BARRETT, JAMES LARRY &	TERRI E BOND	98000710	2015	3002	\$5.76	\$9.33
BARRETT, JOHN ANDER JR &	BARRETT, BARBARA JEAN	00014529	2015	3006	\$101.33	\$4.50
BARRETT, JOHNNIE MAE & ROY	ANDREW	00014531	2015	3009	\$14.69	\$18.84

AA CONSTRUCTION PROPERTIES, LLC		00038269	2015	455	\$1,026.93	\$1,096.87
BARRETT, SHERETHA DENISE		10002397	2015	3051	\$107.75	\$117.95
BARRETT, VIOLET P		00013200	2015	3091	\$6.33	\$9.94
BARRETT, WILLARD & EVA &	BARRETT, OMEGA HRS	20050861	2015	3094	\$13.72	\$17.81
BARTON, LONNIE III		00042738	2015	3179	\$98.93	\$168.56
BASS, LEZLEY D		00034656	2015	3246	\$393.06	\$421.80
BATES, MARY LEE		00041641	2015	3281	\$255.95	\$275.78
BATES, MARY LEE		20020552	2015	3282	\$5.19	\$8.73
BATSIR, REFAEL & SARIT		00023778	2015	3296	\$1,653.93	\$1,788.95
BAXTER, KENNETH G		20040686	2015	3393	\$205.15	\$6.35
BEAN, TONY CHRISTOPHER		00009405	2015	3550	\$56.22	\$63.08
BELL, HILDA D (HRS)		00007606	2015	3830	\$135.60	\$147.61
BELL, RENEE W	BELL, STEPHEN	20010173	2015	3821	\$428.33	\$8.30
BELL, W K		20030170	2015	3827	\$196.00	\$211.95
BENYMON, CARLTON	C/O HOOVER BENYMON	00046624	2015	4045	\$28.93	\$34.02
BENYMON, HOOVER		00046625	2015	4047	\$262.78	\$283.06
BENYMON, HOOVER		00055244	2015	4048	\$57.23	\$64.15
BERRY, LORENA	C/O LORRAINE MCCANT	00046640	2015	4156	\$91.98	\$101.16
BERRY, SHIRLEY		00990585	2015	4161	\$55.20	\$61.99
BERRY, SHIRLEY JACKSON		00007614	2015	4162	\$11.75	\$15.72
BETTENCOURT, MATTHEW A &	BETTENCOURT, THERESIA E	00003431	2015	4258	\$1,340.54	\$301.20
BETTERLY, KATHERINE S ESTATE		20080579	2015	4259	\$77.24	\$85.47
BLACK, DANIEL P &	SG&S PROPERTIES, LLC	00057228	2015	4693	\$1,145.40	\$1,219.86
BLUE DEVELOPMENT COMPANY		00992241	2015	5111	\$128.10	\$139.62
BLUE DEVELOPMENT COMPANY		00992245	2015	5112	\$256.20	\$276.05
BLUE, CLYDE HRS	C/O CLAUDE BLUE	00046838	2015	5174	\$10.17	\$14.02
BLUE, FELTON LEE		00991733	2015	5216	\$1,600.08	\$202.59
BLUE, JAMES & GARY		00031451	2015	5232	\$112.54	\$123.05
BLUE, JOHN & MATTIE HEIRS	C/O SHARON BELK	00000579	2015	5241	\$148.20	\$161.04
BOCHAROV, OLEG		00044927	2015	5419	\$67.80	\$75.41
BOGGS, EUNICE		00031546	2015	5474	\$68.44	\$20.55
BOGGS, KAYE BADGETT		20030409	2015	5479	\$6.07	\$6.47
BOGGS, KAYE BADGETT		20030410	2015	5480	\$13.32	\$14.19
BONZO, JOHN RICHARD		00046927	2015	5619	\$682.86	\$1.26
BOUSQUET, DEBRA		00001123	2015	5864	\$167.41	\$181.50
BOUSQUET, DEBRA		10001354	2015	5865	\$176.59	\$191.28
BOWE, JESSE J		00010311	2015	5896	\$46.56	\$49.59
BOWE, JESSE J		00018557	2015	5897	\$13.10	\$13.95
BRADY, NORA (HRS)		00007722	2015	6314	\$430.09	\$461.25
BRANCH, CHAD & MARY		00041056	2015	6391	\$539.29	\$574.34
BRASWELL, GERALD E		10000001	2015	6425	\$41.36	\$47.24

AA CONSTRUCTION PROPERTIES, LLC		00038269	2015	455	\$1,026.93	\$1,096.87
BREWER, LOIS G (LE)		00000708	2015	6651	\$170.86	\$185.16
BRIGHT, GRACE DIGGS (HRS)	C/O NETTIE BRIGHT	94000236	2015	6786	\$299.05	\$321.69
BRISBANE, SAM		00015376	2015	6810	\$18.08	\$22.46
BRISBON, SAMUEL		00015377	2015	6816	\$6.16	\$9.76
BROOKSHIRE, LEROY	BROOKSHIRE, CAROLYN A	00019619	2015	7073	\$214.47	\$25.85
BROWER, ARNOLD	BROWER, ANDREW	00015421	2015	7103	\$40.74	\$46.59
BROWER, ARNOLD	BROWER, ANDREW	00015422	2015	7104	\$94.13	\$103.46
BROWER, DAVID LEE		00007947	2015	7115	\$364.88	\$391.80
BROWER, ELLA MAE (HRS)		10000497	2015	7136	\$499.18	\$377.81
BROWER, FLORA C		00000743	2015	7154	\$709.52	\$18.21
BROWER, GEORGE TALMADGE		00007964	2015	7161	\$61.75	\$68.96
BROWER, JASON		00007921	2015	7179	\$30.11	\$17.89
BROWER, KATHERINE		00007976	2015	7189	\$16.55	\$20.83
BROWER, OLIVIA LYNN		98000552	2015	7203	\$401.94	\$428.06
BROWER, TALMADGE GEORGE		00007987	2015	7252	\$71.47	\$79.31
BROWN, BELINDA		00015466	2015	7301	\$143.96	\$156.51
BROWN, BELINDA DIANE		95000513	2015	7303	\$86.45	\$95.27
BROWN, BILLY E		00010582	2015	7313	\$176.05	\$109.62
BROWN, CALVIN J		00032935	2015	7326	\$86.50	\$3.75
BROWN, MARY JEWEL (LE)		00036271	2015	7595	\$129.78	\$141.41
BROWN, TERRY	D/B/A BROWN BUILDERS	00049378	2015	7797	\$80.42	\$88.85
BROWN, TERRY	D/B/A BROWN BUILDERS	20140340	2015	7798	\$81.57	\$90.07
BROWN, WENDELL THOMAS ISAAC		00991977	2015	7849	\$181.30	\$196.28
BROWN, WILLIAM MICHAEL		00015502	2015	7858	\$291.20	\$313.33
BROWN, WILLIAM MICHAEL		00991510	2015	7859	\$5.48	\$9.03
BRUNI, TERESA A		97000705	2015	7913	\$1,729.05	\$1,432.22
BRUTON, E W HRS		00034352	2015	7937	\$19.99	\$24.49
BRUTON, E W HRS		20020611	2015	7938	\$24.30	\$29.08
BUCHAN, LEE SNIPES JR		00047325	2015	8058	\$530.08	\$291.43
BURCH, A R EST	C/O SAUNDRA RANDOLPH	00015615	2015	8256	\$358.78	\$4.54
BURGESS, KELLY DON		00007700	2015	8324	\$239.73	\$258.51
BURKS, BEVERLY		00047380	2015	8388	\$9.79	\$13.63
BURNS, DAVID A		00000183	2015	8459	\$67.80	\$75.41
BYRD, WILLIAM H HRS	C/O SHIRLEY BYRD STURDIVANT	00047502	2015	8811	\$5.95	\$9.54
CAGLE, CHARLES HAROLD (HRS)		10002398	2015	9016	\$169.16	\$183.36
CAGLE, SHIRLEY L		00008293	2015	9134	\$6.55	\$10.17
CAIN, ANGELA M		20000060	2015	9153	\$305.04	\$46.06
CAIN, LYNWOOD GRADY	CAIN, RICHARD F	00047535	2015	9158	\$265.63	\$6.41
CAIN, RICHARD A	CAIN, ROSA L	94000615	2015	9159	\$5.77	\$9.35
CAMERON, ALLENE L (HRS)		20000203	2015	9356	\$28.25	\$33.29

AA CONSTRUCTION PROPERTIES, LLC		00038269	2015	455	\$1,026.93	\$1,096.87
CAMERON, DANIEL		00003082	2015	9383	\$78.01	\$86.28
CAMERON, DARVIS	CAMERON, HATTIE P	00047573	2015	9387	\$1,177.79	\$990.28
CAMPBELL, JOSEPH & JESSIE		00992037	2015	9605	\$15.22	\$19.40
CAMPBELL, SHARION		00054202	2015	9662	\$13.36	\$17.43
CAMPBELL, SHARION		20060567	2015	9663	\$310.73	\$330.92
CAMPOS, DOMINGO CASTILLO		00000129	2015	9682	\$233.12	\$251.48
CANADY, SHANNON A		20010090	2015	9689	\$250.35	\$5.84
CARLOS, ALEXANDER		00035034	2015	9877	\$337.70	\$359.65
CARLYLE, LARRY STEPHEN		00015969	2015	9910	\$39.95	\$45.75
CARLYLE, LARRY STEPHEN		00015970	2015	9911	\$37.06	\$42.67
CARLYLE, LARRY STEPHEN		00015971	2015	9912	\$147.13	\$159.89
CAROLINA CENTER FOR PAIN, PA		20020532111	2015	9942	\$1,924.16	\$2,112.44
CARVATT, KIRK T FAMILY TRUST		00028881	2015	10332	\$205.38	\$221.93
CASAS, YOLANDA G &	CASAS, YOLANDA M	00042219	2015	10341	\$84.75	\$93.46
CAVINESS, MARY E (HR5)		00011535	2015	10580	\$537.19	\$575.30
CHAFFIN, BELINDA &	CHAFFIN, KENAN & SEAN	20010384	2015	10701	\$99.29	\$108.95
CHALMERS, LINCOLN		00032231	2015	10741	\$163.66	\$177.50
CHAMBERS, CELESTER MCMILLAN (HRS)	C/O POLLY CHAMBERS	10002389	2015	10771	\$93.96	\$103.27
CHAMBERS, POLLY		00048185	2015	10798	\$105.26	\$115.30
CHAMBERS, TONY E		00017365	2015	10802	\$324.14	\$11.94
CHAPMAN, ROSA LEE		00032246	2015	10911	\$97.07	\$106.57
CHAPMAN, ROSA LEE		00032247	2015	10912	\$45.71	\$51.89
CHAPMAN, ROSA LEE		00032248	2015	10913	\$56.95	\$63.85
CHARLES, WILLIAM THOMPSON		00053756	2015	10959	\$130.06	\$4.20
CHAVEZ, GILBERTO GUTIERREZ		00012120	2015	11011	\$428.40	\$17.11
CHERRY, ELIZA JANE	C/O TAMMY LEACH	00042249	2015	11168	\$73.73	\$81.72
CHERRY, RAYMOND JR	C/O STEPHANIE CHERRY	00042251	2015	11180	\$49.16	\$55.55
CHILDRESS, CINDY A	CHILDRESS, MARK W	00006121	2015	11216	\$123.06	\$4.39
CHISHOLM, ROBERT	CHISHOLM, ELLERY	10001078	2015	11270	\$302.33	\$325.18
CHISHOLM, ROBERT J & ELLERY M	CHISHOLM, BEVERLY M C/O B MCNEILL	00008406	2015	11271	\$320.75	\$28.53
CHISHOLM, WILLIAM C DIANN		00008505	2015	11275	\$43.22	\$49.23
CHRISCOE, CRYSTAL DAVIS		20020027	2015	11321	\$133.91	\$142.61
CHRISTIAN, JERRY L	WHITESSELL, RHONDA KAY	00001836	2015	11411	\$449.65	\$478.87
CHRISTIAN, VERNA		00042259	2015	11416	\$180.69	\$4.61
CHRISTIAN, VERNA		00042260	2015	11417	\$155.21	\$4.41
CLARK, GLADYS BROWER (HRS)	C/O ANNETTE CLARK	00016349	2015	11619	\$45.65	\$51.82
CLARK, GLADYS BROWER (HRS)	C/O ANNETTE CLARK	00016350	2015	11620	\$139.33	\$232.89
CLARK, GREGORY C	CLARK, PAMELA S	00991511	2015	11624	\$221.25	\$298.84
CLARK, NELLIE	C/O CLEMENTINE CALLWOOD	00032685	2015	11671	\$86.50	\$95.32
CMR PROPERTIES LLC		00042122	2015	11885	\$296.63	\$319.11

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AA CONSTRUCTION PROPERTIES, LLC		00038269	2015	455	\$1,026.93	\$1,096.87
COCHRAN, WILLIAM S	COCHRAN, MARGARET	00030577	2015	11936	\$78.90	\$3.80
COKER, CHARLES NEAL &	MAMIE HARRELL	98000259	2015	12085	\$303.27	\$322.99
COLE, IVEY JETHROE		00013485	2015	12166	\$66.78	\$74.31
COLE, LEON EARL & LAURETTA	C/O LAURETHA HAZEL	00008626	2015	12198	\$9.04	\$12.82
COLE, MANZELL ANDRE JR		20050960	2015	12205	\$35.40	\$10.96
COLE, RUFUS	4072 MAIN ST	00020444	2015	12258	\$280.19	\$200.36
COLE, RUFUS &	COLE, SHERYL M	00018871	2015	12259	\$89.91	\$84.45
COLE, WANDA J		00008649	2015	12275	\$162.49	\$93.42
COLLINS, CHARLES LEE		00042306	2015	1000257	\$70.29	\$74.86
COLLINS, CHARLES LEE		00042306	2015	1000258	\$78.33	\$90.47
COLLINS, CHARLES LEE		00042306	2015	1000259	\$78.33	\$97.51
COMADORE, ALBERTA	C/O LISA GRAHAM	00032431	2015	12530	\$19.38	\$23.84
COMADORE, ALBERTA BROWN &	GRAHAM, LISA & OTHER	20060473	2015	12531	\$107.35	\$117.53
CONKLIN, MICHAEL		00044775	2015	12737	\$191.65	\$148.54
CONNELL, RICKIE A		00008720	2015	12751	\$684.10	\$385.25
CONREY, JOHN (HRS)	C/O PAM CONREY	00044858	2015	12818	\$99.38	\$109.04
CONREY, JOHN (HRS)	C/O PAM CONREY	00044859	2015	12819	\$22.60	\$27.27
CONWELL, GWENDOLYN HRS	C/O CHARLENE HORTON	00048134	2015	12850	\$666.05	\$712.54
CONYERS, ULYSSES, RN		20110050	2015	12852	\$25.25	\$30.08
COOPER, CHAMP JR		00007304	2015	12950	\$266.62	\$4.87
COORE, MARJORIE		00032487	2015	13015	\$78.76	\$87.07
COPELAND, KERMIT HRS		00008743	2015	13028	\$488.16	\$523.08
CORE, JOSEPHINE	C/O BOBBY LITTLE	00048183	2015	13106	\$25.71	\$30.59
CORE, LILLIAN HRS	C/O LILLIAN RANKIN	00048184	2015	13108	\$18.48	\$3.42
COVE, THE	ATTN: WOODLAKE PROPERTIES, INC	00042351	2015	13410	\$237.81	\$256.47
COVINGTON, DEON M	CONVINGTON, ROBIN B	00008756	2015	13421	\$13.05	\$60.08
COVINGTON, HATTIE B		00991233	2015	13427	\$272.04	\$89.90
COVINGTON, MELVIN		00048232	2015	13444	\$361.61	\$181.18
COYLE, BARRY		00048924	2015	13627	\$54.85	\$78.73
CRAIG, CHARLES H		00044252	2015	13701	\$45.20	\$51.34
CRAVEN, RONALD N &	GWYNN, LYNDY J	00041783	2015	13810	\$141.02	\$1.14
CUEVAS, LUZ		00007926	2015	14135	\$322.67	\$346.84
CURRIE, JAMES T & MAMMIE		10001310	2015	14360	\$14.35	\$18.48
DAVIDSON, ANGELA MANESS		00000418	2015	14859	\$315.84	\$339.58
DAVIS, CHRISTOPHER LEE		00023869	2015	14967	\$216.56	\$4.89
DAVIS, JEFFREY GARRETT		10000028	2015	15131	\$254.98	\$274.76
DAVIS, KEVIN		10000013	2015	15179	\$117.46	\$128.29
DAVIS, WILLIAM BRIAN		98000006	2015	15388	\$104.01	\$113.98
DAYLIGHT PENTECOSTAL CHURCH	LACY S SMITH & D MALLOY,TRUSTE	00053228	2015	15444	\$8.70	\$12.47
DEBERRY, CAROL &	BLOUNT, JOHNATHON & HAROLD (HRS)	00034397	2015	15580	\$20.76	\$25.31

AA CONSTRUCTION PROPERTIES, LLC		00038269	2015	455	\$1,026.93	\$1,096.87
DEBERRY, CAROL &	BLOUNT, JOHNATHON & HAROLD (HRS)	00034402	2015	15581	\$96.27	\$105.72
DEGER, KAREN L		00042466	2015	15688	\$14.13	\$15.45
DICKERSON, ALLEN		20010702	2015	16160	\$74.47	\$82.51
DIGGS, CALVIN VANCE	DIGGS, ROSE M	00001887	2015	16211	\$346.01	\$371.70
DIGGS, HALLIE HRS		00990710	2015	16213	\$50.62	\$57.12
DIGGS, JOHN E & DELLA MAE		00009014	2015	16216	\$22.32	\$26.97
DIGGS, MAGGIE	C/O SHARON GRAY	20060889	2015	16219	\$21.63	\$26.24
DOCKERY, ELMORE		00017432	2015	16415	\$6.37	\$9.99
DOCKERY, U Z HRS		00017434	2015	16423	\$483.58	\$518.21
DODSON, GREGG C	DODSON, DIANNE H	00019259	2015	16453	\$1,263.64	\$1,264.65
DODSON, JOSEPHINE L		00017457	2015	16454	\$39.61	\$45.38
DOERGE, CARL H III		20040585	2015	16458	\$356.81	\$29.20
DONALDSON, JACK MONROE	CUSTODIAN	00009006	2015	16532	\$60.96	\$4.58
DOUGLAS, HELEN H		00032972	2015	16676	\$101.46	\$111.26
DOUGLAS, JAMES GLEN (LE)	DOUGLAS, GLORIA M (LE)	00032974	2015	16682	\$370.22	\$200.31
DOWDY, DAVID L		00001971	2015	16834	\$11.19	\$15.12
DOWDY, GRACIE H		00043851	2015	16840	\$94.86	\$101.02
DOWDY, JOHNNY C ET AL		00001987	2015	16852	\$123.96	\$135.22
DOWDY, PATRICIA DIANE		00001986	2015	16869	\$10.79	\$14.69
DOWNS, ALDEN		98000085	2015	16905	\$136.91	\$149.01
DRAKEFORD, WILLIE MAE (HRS)	C/O JANIE HILL	00048804	2015	16955	\$344.68	\$370.29
DRIVET, MICHAEL &	DRIVET, WALTER	00054663	2015	17002	\$308.85	\$332.13
DRIVET, MICHAEL &	DRIVET, WALTER	00991856	2015	17003	\$215.73	\$232.95
DUMAS, SAM (HRS)		00033055	2015	17134	\$12.11	\$16.10
DUNCAN, DENISE R		00012166	2015	17163	\$96.39	\$5.39
DUNLAP, ALEXANDER HRS	C/O CARLYN MCINTOSH	87000082	2015	17206	\$49.12	\$55.51
DURANT, ALBERT		20090312	2015	17454	\$77.24	\$85.47
DYER, CHARLES	DYER, PATRICIA SHANNON	00009411	2015	17538	\$45.20	\$51.34
EASTERLING, MICHAEL	EASTERLING, MANUELLA	00048897	2015	17653	\$600.40	\$45.96
EDDY, JOHN H E AL		00042580	2015	17706	\$51.19	\$57.72
EDDY, VERNON HRS	C/O BARRETT EDDY	00042581	2015	17709	\$562.68	\$245.92
EDWARDS, SAMUEL JAY &	EDWARDS, AMY D	00002087	2015	17892	\$133.06	\$204.91
ELEANYA, JONAH		10000710	2015	17992	\$70.63	\$78.42
ELLERBE, RAYMOND JR		00017902	2015	18032	\$102.93	\$92.60
ELLERBE, RAYMOND JR		00018541	2015	18033	\$5.93	\$9.51
ELLERBE, RAYMOND N		00017900	2015	18034	\$150.09	\$163.05
ELLIS, HERBERT H & NANCY A &	SWARBRICK, MELISSA E	00029445	2015	18131	\$1,622.47	\$1,731.13
ELROD, RICK M & ANNA M		00032944	2015	18193	\$271.25	\$292.09
EMAM, SHERRY		20050749	2015	18204	\$79.61	\$87.98
ENGELS, KEITH H		00027072	2015	18301	\$158.20	\$4.44

AA CONSTRUCTION PROPERTIES, LLC		00038269	2015	455	\$1,026.93	\$1,096.87
EQUITY TRUST COMPANY	CUST FBO BRYSON LEE JOHNSON	00017551	2015	18462	\$174.70	\$189.26
ERWIN, GORDON E (HRS)	C/O MRS CAROL ERWIN	00042623	2015	18523	\$33.90	\$39.30
ERWIN, GORDON E (HRS)	C/O MRS CAROL ERWIN	00044624	2015	18524	\$33.90	\$39.30
ESTRELLA, FLORENTINE &	MCNEELEY, LINDA	00020450	2015	18595	\$224.31	\$242.09
EWING, ROBERT LEON		00009527	2015	18756	\$257.24	\$175.48
EYE & TEE GROUP		00043294	2015	18764	\$72.04	\$79.92
EYE & TEE GROUP		00043753	2015	18765	\$127.13	\$138.59
EYE & TEE GROUP		00044836	2015	18766	\$19.78	\$24.27
EYE & TEE GROUP		00044838	2015	18767	\$19.78	\$24.27
EYE & TEE GROUP		00044839	2015	18768	\$19.78	\$24.27
EYE & TEE GROUP		00044840	2015	18769	\$19.78	\$24.27
EYE & TEE GROUP		00044841	2015	18770	\$19.78	\$24.27
EYE & TEE GROUP		00044842	2015	18771	\$19.78	\$24.27
EYE & TEE GROUP		00044843	2015	18772	\$19.78	\$24.27
EYE & TEE GROUP		00044844	2015	18773	\$19.78	\$24.27
EYE & TEE GROUP		00044845	2015	18774	\$19.78	\$24.27
EYE & TEE GROUP		00044846	2015	18775	\$19.78	\$24.27
EYE & TEE GROUP		00044847	2015	18776	\$19.78	\$24.27
EYE & TEE GROUP		00044848	2015	18777	\$19.78	\$24.27
EYE & TEE GROUP		00044849	2015	18778	\$19.78	\$24.27
EYE & TEE GROUP		00044850	2015	18779	\$19.78	\$24.27
EYE & TEE GROUP		00044851	2015	18780	\$19.78	\$24.27
EYE & TEE GROUP		00044852	2015	18781	\$19.78	\$24.27
EYE & TEE GROUP		00044853	2015	18782	\$19.78	\$24.27
EYE & TEE GROUP		00044854	2015	18783	\$19.78	\$24.27
EYE & TEE, LLC		00042613	2015	18785	\$16.95	\$21.26
EYE & TEE, LLC		00042823	2015	18787	\$16.95	\$21.26
EYE & TEE, LLC		00042989	2015	18788	\$72.04	\$79.92
EYE & TEE, LLC		00043088	2015	18789	\$127.13	\$138.59
EYE & TEE, LLC		00043109	2015	18790	\$127.13	\$138.59
EYE & TEE, LLC		00043142	2015	18791	\$72.04	\$79.92
EYE & TEE, LLC		00043355	2015	18792	\$127.13	\$138.59
EYE & TEE, LLC		00043388	2015	18793	\$72.04	\$79.92
EYE & TEE, LLC		00043483	2015	18794	\$84.75	\$93.46
EYE & TEE, LLC		00043953	2015	18795	\$16.95	\$21.26
EYE & TEE, LLC		00044489	2015	18797	\$127.13	\$138.59
EYE & TEE, LLC		00044599	2015	18798	\$72.04	\$79.92
EYE & TEE, LLC		00044616	2015	18799	\$113.00	\$123.55
EYE & TEE, LLC		00044897	2015	18800	\$16.95	\$21.26
EYE & TEE, LLC		00045085	2015	18802	\$127.13	\$138.59

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AA CONSTRUCTION PROPERTIES, LLC		00038269	2015	455	\$1,026.93	\$1,096.87
EYE & TEE, LLC		00045782	2015	18804	\$72.04	\$79.92
EYE & TEE, LLC		00045835	2015	18805	\$72.04	\$79.92
EYE & TEE, LLC		00045838	2015	18806	\$72.04	\$79.92
FAIRLEY, CYNTHIA ANN		00033293	2015	18906	\$336.28	\$180.00
FAIRLEY, MICHAEL JOE		00049760	2015	18910	\$358.04	\$10.00
FERGUSON, ANGELLETTE J		00033852	2015	19209	\$103.68	\$113.62
FERGUSON, ANGELLETTE J		00033853	2015	19210	\$22.71	\$27.38
FERGUSON, RUTH JACKSON HRS	C/O EMILY TOBIAS	00033334	2015	19275	\$35.38	\$40.88
FERGUSON, SHARON ANN BOYD		00048735	2015	19277	\$65.65	\$73.11
FERGUSON, SHARON ANN BOYD		00048736	2015	19278	\$120.29	\$131.32
FERGUSON, WALTER J & BELLE	C/O RUTH MCLEOD	00992128	2015	19283	\$8.81	\$3.26
FIELDS, JAMES A	FIELDS, SHARON	94000583	2015	19408	\$1,027.34	\$1,097.31
FINLEY, JOHN R & LOIS		00021502108	2015	19506	\$1,041.45	\$7.98
FITZPATRICK, MICHAEL		00028929	2015	19775	\$180.80	\$195.75
FITZPATRICK, MICHAEL		00028930	2015	19776	\$39.55	\$45.32
FITZPATRICK, MICHAEL		00028933	2015	19777	\$39.55	\$45.32
FLEMING, RICHARD G (HRS)		00042787	2015	19829	\$14.13	\$18.25
FLETCHER, LEN E		00000209	2015	19849	\$149.61	\$162.53
FLINCHUM, CLARA C		10001011	2015	19879	\$16.50	\$20.77
FLINCHUM, ROGER C (HRS)	C/O MICHAEL D FLINCHUM	00042788	2015	19927	\$19.78	\$24.27
FLINCHUM, ROGER C (HRS)	C/O MICHAEL D FLINCHUM	00042789	2015	19928	\$19.78	\$24.27
FLOWERS, HATTIE A (HRS)		00992070	2015	19979	\$32.01	\$37.29
FLOWERS, LINDA (HRS)		99000214	2015	19982	\$323.29	\$347.50
FLOYD, JAMES ANDREW	FLOYD, PAMELA	20000297	2015	20001	\$307.87	\$3.16
FORTNER, RICHARD M		20060770	2015	20347	\$105.26	\$115.30
FOSTER, CHAS F (HRS)	C/O CHARLES R POPE III	00033491	2015	20361	\$1,866.83	\$422.52
FOXFIRE GOLF CLUB, LLC		00049385	2015	20557	\$69.16	\$76.86
FOXFIRE GOLF CLUB, LLC		00049584	2015	20558	\$128.04	\$139.56
FOXFIRE GOLF CLUB, LLC		00049592	2015	20559	\$116.40	\$127.16
FOXFIRE GOLF CLUB, LLC		00057604	2015	20560	\$155.20	\$168.49
FRANCISCO, ALFREDO		00008228	2015	20639	\$478.02	\$6.65
FRANK, RAY HRS		00992257	2015	20649	\$21.96	\$26.59
FRYE, HENRY THOMAS &	FRYE, ELIZABETH	00002444	2015	21075	\$432.23	\$92.59
FRYE, HENRY W HRS	C/O WILMA BOWMAN	00002437	2015	21076	\$42.71	\$48.68
FRYE, HENRY W HRS	C/O WILMA BOWMAN	00002438	2015	21077	\$37.63	\$43.28
FRYE, LARRY		00042865	2015	21168	\$13.00	\$17.05
FRYE, ROBIN G		00002435	2015	21202	\$1,267.41	\$1,082.26
FRYE, VIRGINIA A		00000371	2015	21246	\$128.65	\$140.21
FUDGE, MURRAY HRS	C/O ELIZABETH FUDGE HINES	00049482	2015	21274	\$344.68	\$370.29
FURR, SADYE MAE (HRS)		00033657	2015	21387	\$343.78	\$369.33

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AA CONSTRUCTION PROPERTIES, LLC		00038269	2015	455	\$1,026.93	\$1,096.87
FURR, SADYE MAE (HRS)		00033661	2015	21388	\$60.74	\$67.89
FURR, SADYE MAE (HRS)		00033662	2015	21389	\$88.08	\$97.00
FURR, SADYE MAE (HRS)		00033663	2015	21390	\$61.59	\$68.79
GAINES, SANDY GEORGE		00018558	2015	21557	\$247.98	\$267.30
GALE, JOSEPH T	GALE, SARAH M	00042888	2015	21590	\$84.75	\$93.46
GALLAGHER, RICHARD D	C/O WILLIAM WAGNER	00042752	2015	21613	\$51.42	\$57.96
GALLIMORE, JOHN C JR &	KIMBERLY L	20050743	2015	21637	\$95.88	\$105.31
GARNER, L WADE		00018611	2015	22136	\$346.29	\$11.15
GARNER, LOUISE CAVINESS		00009653	2015	22164	\$277.98	\$299.25
GARNER, MARY SUE H		00009492	2015	22200	\$595.28	\$637.17
GARRIS, NORA SELLERS (LE)	C/O LEON L RANSOM	00018637	2015	22372	\$39.55	\$45.32
GAWARECKI, JOHN JR		00049694	2015	22528	\$666.53	\$8.40
GAY, MARY ELIZABETH HRS	C/O THASSEUS W GRAY SR	00033812	2015	22539	\$91.17	\$100.30
GEORGE, ALLEN D		00039524	2015	22659	\$246.96	\$266.21
GER INVESTMENTS, LLC		00045451	2015	22681	\$572.06	\$612.45
GER INVESTMENTS, LLC		00045452	2015	22682	\$572.06	\$612.45
GER INVESTMENTS, LLC		00045453	2015	22683	\$572.06	\$612.45
GER INVESTMENTS, LLC		00045455	2015	22684	\$572.06	\$612.45
GER INVESTMENTS, LLC		00045457	2015	22685	\$572.06	\$612.45
GER INVESTMENTS, LLC		00045458	2015	22686	\$76.28	\$84.44
GER INVESTMENTS, LLC		00045459	2015	22687	\$76.28	\$84.44
GER INVESTMENTS, LLC		00045460	2015	22688	\$76.28	\$84.44
GER INVESTMENTS, LLC		00045465	2015	22689	\$495.79	\$531.21
GER INVESTMENTS, LLC		00045466	2015	22690	\$495.79	\$531.21
GER INVESTMENTS, LLC		00045467	2015	22691	\$495.79	\$531.21
GER INVESTMENTS, LLC		00045472	2015	22692	\$495.79	\$531.21
GER INVESTMENTS, LLC		00045473	2015	22693	\$495.79	\$531.21
GIBSON, T WHITNEY & LAURIE	C/O LAURIE DENNEN	00042944	2015	22890	\$72.04	\$79.92
GILL, MILDRED RUTH &	GILL, WILLIAM	00013313	2015	22982	\$114.30	\$124.92
GIORGIONE, ANDREW &	STEINBACH, DAVID	20050408215	2015	23154	\$981.47	\$10.85
GIORGIONE, ANDREW &	STEINBACH, DAVID	20050408225	2015	23155	\$981.47	\$10.85
GLORIOUS CHURCH OF THE LIVING	GOD, INC--C/O JOHNNIE BARRETT	00033912	2015	23328	\$11.76	\$15.73
GOINS, ALLEN T	C/O LILLIAN V GOINS	00018896	2015	23421	\$179.50	\$194.36
GOINS, ALLEN T GOINS HRS	C/O LILLIAN V GOINS	00018895	2015	23422	\$138.99	\$151.23
GOINS, ALLEN T GOINS HRS	C/O LILLIAN V GOINS	00032138	2015	23423	\$35.38	\$40.88
GOINS, ALLEN T GOINS HRS	C/O LILLIAN V GOINS	00033921	2015	23424	\$129.66	\$141.29
GOINS, ALLEN T GOINS HRS	C/O LILLIAN V GOINS	00033923	2015	23425	\$310.45	\$333.83
GOINS, ALLEN T GOINS HRS	C/O LILLIAN V GOINS	00035187	2015	23426	\$33.91	\$39.31
GOINS, ALLEN T GOINS HRS	C/O LILLIAN V GOINS	00044298	2015	23427	\$72.04	\$79.92
GOINS, ALLEN THERMAN	C/O LILLIAN V GOINS	00020858	2015	23428	\$118.82	\$129.74

AA CONSTRUCTION PROPERTIES, LLC		00038269	2015	455	\$1,026.93	\$1,096.87
GOINS, ALLEN THERMAN	C/O LILLIAN V GOINS	00033924	2015	23429	\$61.33	\$68.51
GOINS, GENEVA (HRS)		20030693	2015	23450	\$88.94	\$97.92
GOINS, GENEVA (HRS)		94000428	2015	23451	\$326.48	\$350.90
GOINS, LARRY SANFORD	GOINS, DEBORAH	00018913	2015	23465	\$23.62	\$28.35
GOINS, SANDRA LYNN		00049835	2015	23486	\$239.11	\$254.65
GOLDSTON, ERNEST & MARION		00009728	2015	23526	\$33.67	\$39.06
GONAZLEZ, SILVIA SANCHEZ &	GONZALEZ, ALEJANDRO SANCHEZ	20000225	2015	23566	\$368.32	\$395.46
GONZALEZ, SILVIA SANCHEZ &	CRUZ, ALEJANDRO B	20000201	2015	23611	\$113.00	\$123.55
GOODE, ANNA BELL		20050964	2015	23630	\$96.08	\$105.52
GOODE, ANNA BELL		20120387	2015	23631	\$60.21	\$67.33
GOODHUE, JOY WILLIAMS		00026018	2015	23643	\$460.98	\$494.14
GORJANC, IDA GRADY HRS	C/O FRANCES J GREENE	00018980	2015	23820	\$39.55	\$45.32
GOUTIER, RONALD F		98000123	2015	23879	\$80.12	\$88.53
GRAHAM, CLIFFORD P III		00042986	2015	23954	\$16.95	\$21.26
GREEN, LEROY		00991194	2015	24248	\$347.64	\$344.55
GREENE, ERNEST L JR	GREENE, KRISTINA	94000252	2015	24309	\$486.13	\$520.93
GREENE, JAMES		00012955	2015	24318	\$65.94	\$73.43
GREENE, LARRY W		00012137	2015	24332	\$327.47	\$351.95
GREGORY, LILLIAN E	STAFFORD, ROBERT (HRS) & OTHER	00050045	2015	24447	\$309.18	\$332.47
GRIFFIN, ROY D	GRIFFIN, SUSAN M	00000152	2015	24523	\$226.68	\$244.62
HADDOCK, ROBERT L (HRS)	C/O ROBIN HADDOCK	00043033	2015	1000244	\$182.85	\$227.64
HADDOCK, ROBIN		00043033	2015	1000243	\$182.46	\$210.75
HALE, SHIRLEY B		00025637	2015	25175	\$92.77	\$101.99
HALL, KEITH CARSON		20020595	2015	1000239	\$15.83	\$16.87
HALL, KEITH CARSON		20020595	2015	1000240	\$11.28	\$13.02
HALL, KEITH CARSON		20020595	2015	1000241	\$11.28	\$14.05
HALL, LARRY L	HALL, CAROLYN	00009779	2015	25256	\$83.90	\$4.95
HALL, LARRY L & CAROLYN K		00010588	2015	25257	\$105.03	\$5.39
HAMER, WILLIE R SR (HRS)	C/O ELLA WILEY	00034224	2015	25368	\$161.65	\$116.99
HAMPTONS OF PINEHURST INC		10002387	2015	25464	\$87.19	\$96.06
HANCOCK, CHRISTINE F		20060891	2015	25478	\$12.28	\$16.28
HANCOCK, JOHNNY SR	HANCOCK, BARBARA L	00056738	2015	25501	\$164.25	\$178.13
HANNANS, RODNEY	HANNANS, PRICILLA	00039422	2015	25596	\$321.17	\$345.24
HARDY, BETTY JEAN		00050265	2015	25724	\$45.20	\$51.34
HARDY, MEGAN	HARDY, MARTHA	00002886	2015	25768	\$641.90	\$686.83
HARDY, MEGAN	HARDY, MARTHA	00002887	2015	25769	\$78.70	\$87.01
HARGROVE, VIRGINIA F &	HARGROVE, CHARLENE	00019488	2015	25827	\$96.56	\$106.04
HARMON, SARAH JANE TRUSTEE	HARMON, DAVID KAHL TRUSTEE	00034304	2015	25856	\$910.85	\$368.46
HARRELL, JOEY M	HARRELL, BARBARA LOSASSO	00043091	2015	25916	\$98.59	\$4.73
HARRELSON, PATRICIA ALISON		00009384	2015	25944	\$46.16	\$52.37

AA CONSTRUCTION PROPERTIES, LLC		00038269	2015	455	\$1,026.93	\$1,096.87
HARRELSON, PATRICIA ALISON		00009393	2015	25945	\$58.31	\$65.30
HARRELSON, PATRICIA ALISON		00009394	2015	25946	\$56.27	\$63.13
HARRELSON, PATRICIA ALISON		00011993	2015	25947	\$68.08	\$75.71
HARRELSON, PATRICIA ALISON		98000017	2015	25948	\$46.10	\$52.30
HARRELSON, PATRICIA ALISON		98000782	2015	25949	\$40.12	\$45.93
HARRINGTON, D W HRS		00034315	2015	25964	\$9.17	\$12.96
HARRINGTON, PAUL LAMONT &	MCRAE, MITCHELL BRADLEY	00052772	2015	25987	\$18.02	\$22.40
HARRINGTON, PAUL LAMONT &	MCRAE, MITCHELL BRADLEY	00054125	2015	25988	\$176.41	\$191.08
HARRINGTON, W H	C/O CARMELITA SPICER	00002918	2015	25995	\$258.66	\$278.68
HARRIS, ANDREW (EST)	C/O DOROTHY PHILLIPS	00019599	2015	26036	\$1,716.98	\$1,831.78
HARRIS, FRANKIE CAMERON	C/O ALICE CAMERON L	87000058	2015	26112	\$12.83	\$16.87
HARRIS, HELEN	C/O ALVESTER HARRIS	00019621	2015	26118	\$560.14	\$596.56
HARRIS, JUANITA R &	REAVES, KIZZIE	00019663	2015	26163	\$179.73	\$90.28
HARRIS, STEPHEN HRS		00991737	2015	26235	\$176.85	\$191.55
HARWICK, KAREN E & FEELEY,	MICHAEL J	00043108	2015	26463	\$14.13	\$3.32
HAZELWOOD HOUSE PARTNERSHIP		00018228	2015	26680	\$2,955.15	\$3,497.45
HEADEN, JAMES EDWARD &	BRISBON, MARY EVELYN	00019808	2015	26687	\$652.07	\$30.05
HENDERSON, DANIEL H HRS	C/O DAN HENDERSON	00034471	2015	26902	\$125.60	\$136.97
HENNINGS, MICHAEL ROBERT		00034514	2015	27032	\$429.74	\$460.88
HENNINGS, MICHAEL ROBERT		10001752	2015	27033	\$459.97	\$493.07
HENNINGS, MICHAEL ROBERT &	ROXANN R	00034515	2015	27034	\$438.55	\$530.26
HERDEGEN, NOLAYAN		00041769	2015	27105	\$67.80	\$75.41
HERDEGEN, NOLAYAN		00041770	2015	27106	\$67.80	\$75.41
HERDEGEN, NOLAYAN		00045042	2015	27107	\$84.75	\$93.46
HERITAGE DEVELOPMENT OF S P	C/O O JOHN VALENTINE	00992428	2015	27120	\$32.44	\$37.75
HICKMAN, DAVID G & MARIE R		00027469	2015	27361	\$69.21	\$76.91
HICKMAN, GIRTHIE HRS	C/O MS CLETA J MCLEOD	00003042	2015	27366	\$569.96	\$610.21
HICKS, BARBARA ZANDERS		20020210	2015	27370	\$61.87	\$69.09
HICKS, MERCER III		00034555	2015	27395	\$1,226.40	\$82.99
HILBRECHT, JOHN C		94000348	2015	27514	\$232.94	\$251.28
HILL, SAVANNAH HRS	C/O JAMES FLOYD MCDUGALD	20060160	2015	27635	\$129.84	\$141.48
HILLIARD, MARY E	ALLEN, JAMES E & OTHERS	00041659	2015	27675	\$129.75	\$141.39
HINES, KAREN R (LE)		98000321	2015	27749	\$746.82	\$798.56
HINES, YOLETTE		00044904	2015	27756	\$30.40	\$3.67
HINSON, KELLY A		00013092	2015	27798	\$59.04	\$66.08
HINSON, PAMELA BEASLEY		00007592	2015	27804	\$51.36	\$57.90
HINSON, PAMELA D	HINSON, KENNETH R JR	00013035	2015	27805	\$248.66	\$264.82
HODGES, SHANNA		00040167	2015	27975	\$169.63	\$4.51
HODGES, SHANNA		00043439	2015	27976	\$16.95	\$3.32
HOLDEN, EVELYN G	C/O PHYLLIS HOLDEN WASHINGTON	00034657	2015	28071	\$199.56	\$215.73

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AA CONSTRUCTION PROPERTIES, LLC		00038269	2015	455	\$1,026.93	\$1,096.87
HOLLINGSWORTH, CHARLENE H		99000264	2015	28211	\$129.72	\$141.35
HOLLY, JERRY L		94000362	2015	28240	\$51.53	\$58.08
HOOKER, JENNIE B	C/O THELMA L PIERCE	00037490	2015	28432	\$20.28	\$24.80
HORNER, ADA MELINDA		20040355	2015	28556	\$50.91	\$3.99
HORNER, ADA MELINDA		95000283	2015	28557	\$536.19	\$11.48
HORTON-VINES, JANET G &	BAILEY, GAYLE L & HORTON, M	00007995	2015	28637	\$418.38	\$3.64
HOUGH, IDELLA		00050732	2015	28655	\$8.14	\$11.87
HOUSE, ELI & JOHN HRS	C/O SANDRA PERSON	00003176	2015	28672	\$287.25	\$2.18
HOUSE, LEE EST	C/O ANGELA HOUSE	00003177	2015	28673	\$81.73	\$90.24
HOUSE, LEE HRS	C/O ANGELA HOUSE	20080344	2015	28674	\$94.57	\$103.93
HOXWORTH, LYNN B	HOXWORTH, TERRY RAY	00014916	2015	28843	\$539.97	\$13.19
HUDSON, KENNETH	HUDSON, KRISTY P	00040747	2015	28965	\$1,618.76	\$843.10
HUDSON, TAMMY BROWN		00034849	2015	28986	\$120.63	\$4.80
HUGGINS, P (REV)	C/O DEBRA MUNROE	00034865	2015	29022	\$10.81	\$14.72
HUGGINS, P (REV)	C/O DEBRA MUNROE	00034866	2015	29023	\$12.38	\$16.38
HUGGINS, PLUMMIE ALLEN (HRS)		00033003	2015	29025	\$267.80	\$288.41
HUMBERTSON, HELEN F		00003212	2015	29081	\$84.02	\$92.67
HURLEY, DONALD		00042754	2015	29262	\$48.03	\$54.35
HUSSEY, DONALD		00016983	2015	29331	\$27.57	\$32.55
HUSSEY, DONALD		00016984	2015	29332	\$12.37	\$16.37
HUSSEY, HERBERT E (HRS)	C/O BETTY BRANDON	00003226	2015	29364	\$37.14	\$42.76
HUSSEY, PEGGY GARNER		00010190	2015	29473	\$16.27	\$14.19
HUSSEY, PEGGY GARNER		00010191	2015	29474	\$265.21	\$285.65
HUSSEY, PEGGY GARNER		20010121	2015	29475	\$59.72	\$66.80
HUSSEY, PEGGY GARNER		94000527	2015	29476	\$174.59	\$189.14
IMPEMBA, ROSANNA		00026995	2015	29666	\$158.20	\$4.42
INGRAM, VIRGINIA BELLE (HRS)	C/O WILLIAM L INGRAM	00003283	2015	29749	\$249.99	\$269.44
JACKSON, ANTHONY HAROLD		95000136	2015	30030	\$113.88	\$99.20
JACKSON, GEORGE D	JACKSON, VIVIAN	00043303	2015	30089	\$16.95	\$2.00
JACKSON, R B (HRS)		00020535	2015	30194	\$57.88	\$64.85
JACKSON, ROY BENTON (EST)	C/O CORA M BARRETT	00020533	2015	30193	\$70.00	\$77.75
JACKSON, THETIE B (HRS)	C/O DIERDRE WHEELER	00020543	2015	30203	\$77.00	\$85.20
JACOBS, GREGORY JR TRUSTEE	FOR JOHN TATE C/O M HARRIS	00014013	2015	30233	\$664.37	\$352.50
JEANES, MARK J		00019239	2015	30423	\$1,347.96	\$23.93
JESSEE, MARVIN RODERICK JR &	RONDA HARRINGTON	95000320	2015	30540	\$216.23	\$233.49
JOHNSON DELAWARE GROUP LP		00013960	2015	30630	\$205.38	\$221.93
JOHNSON DELAWARE GROUP LP		00017234	2015	30631	\$205.38	\$221.93
JOHNSON DELAWARE GROUP LP		00026580	2015	30633	\$205.38	\$221.93
JOHNSON DELAWARE GROUP LP		00044877	2015	30635	\$84.75	\$93.46
JOHNSON DELAWARE GROUP LP		00025618	2015	30632	\$205.38	\$221.93

AA CONSTRUCTION PROPERTIES, LLC		00038269	2015	455	\$1,026.93	\$1,096.87
JOHNSON DELAWARE GROUP LP		00044358	2015	30634	\$72.04	\$79.92
JOHNSON DELAWARE GROUP LP		00045811	2015	30636	\$127.13	\$138.59
JOHNSON, A P		00035080	2015	30654	\$186.45	\$201.77
JOHNSON, A P		00035086	2015	30655	\$242.95	\$261.95
JOHNSON, A P		00051023	2015	30656	\$226.00	\$243.89
JOHNSON, A P		00051026	2015	30657	\$226.00	\$243.89
JOHNSON, ALLEN P	JOHNSON, SHIRLEY W	00992249	2015	30679	\$226.00	\$243.89
JOHNSON, HENRY C		00020690	2015	30773	\$6.02	\$9.62
JOHNSON, LESLIE ANITA	JOHNSON, BRUCE EDWARD	00010316	2015	30854	\$511.89	\$129.64
JOHNSON, ROSS LEON &	RIDGES, ROSALIN Y	00004300	2015	30934	\$323.91	\$10.02
JOHNSON, THOMAS HRS		00020744	2015	30953	\$18.87	\$23.29
JOHNSON, WILLIAM D		00009346	2015	30969	\$39.15	\$44.89
JOHNSON, WILLIAM D		00009387	2015	30970	\$70.63	\$78.42
JOHNSON, WILLIAM D		00023246	2015	30975	\$217.00	\$234.30
JOHNSON, WILLIAM D		00028950	2015	30976	\$205.38	\$221.93
JOHNSON, WILLIAM D		00044788	2015	30978	\$16.95	\$21.26
JOHNSON, WILLIAM D		00050052	2015	30980	\$29.44	\$34.55
JOHNSON, WILLIAM D		00050053	2015	30981	\$161.03	\$174.69
JOHNSON, WILLIAM D		00050054	2015	30982	\$15.26	\$19.46
JOHNSON, WILLIAM D		00050055	2015	30983	\$84.75	\$93.46
JOHNSON, WILLIAM D		00050056	2015	30984	\$105.94	\$116.03
JOHNSON, WILLIAM D		00050058	2015	30985	\$161.03	\$174.69
JOHNSON, WILLIAM D		00050059	2015	30986	\$84.75	\$93.46
JOHNSON, WILLIAM D		00050060	2015	30987	\$161.03	\$174.69
JOHNSON, WILLIAM D		00050061	2015	30988	\$161.03	\$174.69
JOHNSON, WILLIAM D		00991997	2015	30989	\$26.33	\$31.24
JOHNSON, WILLIAM D		20010165	2015	30990	\$56.78	\$63.67
JOHNSON, WILLIAM D		00016622	2015	30971	\$188.95	\$204.44
JOHNSON, WILLIAM D		00017895	2015	30972	\$217.00	\$234.30
JOHNSON, WILLIAM D		00020267	2015	30974	\$217.00	\$234.30
JOHNSON, WILLIAM D		00043385	2015	30977	\$67.80	\$75.41
JOHNSON, WILLIAM D		00045832	2015	30979	\$72.04	\$79.92
JOHNSON, WILLIAM D		00020092	2015	30973	\$1,018.35	\$1,108.42
JOHNSON, WILLIAM D JR TRUSTEE	SUSAN B JOHNSON REVOCABLE TST	00042329	2015	30992	\$84.75	\$93.46
JOHNSON, WILLIAM D JR TRUSTEE	SUSAN B JOHNSON REVOCABLE TST	00042548	2015	30993	\$84.75	\$93.46
JOHNSTON, BEATRICE K		10000459	2015	31005	\$79.83	\$88.21
JONES, AJUL O	JONES, AUDREY & OTHERS	00007099	2015	31044	\$70.63	\$78.42
JONES, AUDREY L		00007112	2015	31057	\$15.54	\$19.75
JONES, AUDREY L		00035683	2015	31058	\$853.15	\$911.80
JONES, AUDREY L (LE)		20060486	2015	31059	\$139.33	\$151.58

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AA CONSTRUCTION PROPERTIES, LLC		00038269	2015	455	\$1,026.93	\$1,096.87
JONES, AUDREY LOUISE LEWIS &	JONES, AJUL	00007100	2015	31060	\$11.92	\$15.90
JONES, DENISE E &	JONES, MACK W JR	20050503	2015	31114	\$324.42	\$345.52
JONES, JAMES		10002338	2015	31173	\$288.49	\$6.69
JONES, MAGGIE B (EST)	C/O COSTELLA MCFARLAND	00020832	2015	31236	\$23.72	\$28.47
JONES, MAGGIE B (EST)	C/O COSTELLA MCFARLAND	87000077	2015	31237	\$50.89	\$57.40
JONES, NAKIA L		20060487	2015	31262	\$195.15	\$211.04
JONES, SHARLISA C		97001037	2015	31308	\$168.77	\$182.94
JONES, W R &	JONES, W F	20070870	2015	31337	\$10.24	\$14.10
JUNGE, CARSTEN H & SPAUGH, KATHERINE(HRS)	& OTHERS	99000392	2015	31652	\$31.66	\$36.92
JVW HOLDINGS, LLC		00056529	2015	31704	\$268.26	\$288.90
KEARNS, FREDERICK J		00035257	2015	31944	\$86.50	\$95.32
KEARNS, FREDERICK J		00035259	2015	31945	\$34.86	\$40.33
KEARNS, H L & RUTH		00035258	2015	31946	\$13.15	\$17.21
KELLY, DANNIE		20040635	2015	32159	\$30.91	\$36.11
KELLY, DIONTAI		97000092	2015	32165	\$144.30	\$156.88
KELLY, DOVER	C/O PECOLIA K HENNIGAN	00003454	2015	32172	\$97.07	\$66.91
KELLY, NED WAYLON	KELLY, RACHEL	00003489	2015	1000254	\$9.39	\$10.00
KELLY, NED WAYLON	KELLY, RACHEL	00003489	2015	1000255	\$9.38	\$10.84
KELLY, NED WAYLON	KELLY, RACHEL	00003489	2015	1000256	\$9.38	\$11.68
KELLY, THOMAS L JR		00014964	2015	32280	\$236.03	\$254.57
KENNEDY, KAREN SMITH		20100214	2015	32448	\$133.62	\$4.24
KENNEDY, PHILLIP I (LE)		00010467	2015	32481	\$107.01	\$117.16
KENNEDY, PHILLIP I (LE)		10002314	2015	32482	\$61.13	\$68.30
KETCHUM, DANIEL	KETCHUM, EDNA	00036784	2015	32662	\$305.38	\$325.23
KEY, JAMES M	KEY, DIANA V	95000516	2015	32696	\$58.80	\$24.72
KEY, JAMES MILLARD		00007499	2015	32699	\$65.36	\$72.82
KEY, JAMES MILLARD		00010542	2015	32701	\$402.08	\$431.41
KEY, JAMES MILLARD		00010543	2015	32702	\$123.75	\$134.99
KEY, JAMES MILLARD		00013348	2015	32703	\$585.67	\$626.95
KEY, MORRIS WAYNE (HRS)		00010535	2015	32719	\$337.61	\$362.75
KILPATRICK, ALEXANDER & DONNA		00043465	2015	32871	\$16.95	\$21.26
KIMBALL, BRUCE W JR		00035361	2015	32891	\$196.73	\$7.69
KIMBALL, BRUCE W JR		00035362	2015	32892	\$26.95	\$3.81
KIMBALL, W H		00033078	2015	32906	\$8.82	\$12.59
KING, DONZELL	C/O REBECCA KING	00034324	2015	32966	\$14.62	\$18.77
KISER, MARIO A	KISER, LAKECHA	00016395	2015	33280	\$137.01	\$149.12
KNIGHT, KIMBERLY LYNN		00990935	2015	10216	\$419.68	\$450.16
KOON, OSMER REMBERT		87000096	2015	33599	\$12.32	\$16.32
KYLE, AARON DWAYNE		99000209	2015	33918	\$317.30	\$341.12
LAIRD, THOMAS ANTHONY &	SARA VAN ARSDALE	00042108	2015	34032	\$127.13	\$138.59

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AA CONSTRUCTION PROPERTIES, LLC		00038269	2015	455	\$1,026.93	\$1,096.87
LANE, RALPH C & ORA BELL	C/O W F JACKSON	00035546	2015	34336	\$96.22	\$102.40
LANIER, L L (HRS)	C/O SHEILA & WARREN ANDERSON	00051666	2015	34400	\$118.95	\$129.88
LAPLUME, LESLIE B & DANIEL		00007795	2015	34444	\$322.05	\$346.18
LAPLUME, LESLIE B & DANIEL		00007796	2015	34445	\$259.84	\$279.93
LAURINBURG HOUSING CENTER, INC		00055782	2015	34664	\$43.84	\$49.89
LAVERGNE, MELISSA R		00021630	2015	34673	\$76.02	\$4.81
LEAK, MILDRED		00035607	2015	34861	\$65.48	\$72.94
LEDBETTER, RICK	LEDBETTER, MARY C	00036764	2015	34909	\$265.69	\$286.16
LEE, JAMES EDWARD (HRS)		00991498	2015	34974	\$114.30	\$124.92
LEGRAND, PAULINE B (LE)		00010695	2015	35106	\$353.07	\$379.22
LEGRAND, PAULINE B (LE)		00991151	2015	35107	\$38.59	\$44.29
LEGRAND, PAULINE B (LE)		00991152	2015	35108	\$41.13	\$47.00
LEGRAND, PAULINE B (LE)		10000532	2015	35109	\$140.74	\$153.09
LES CONTRACTORS, INC		20060340	2015	35277	\$22.88	\$24.58
LETT, PHILLIP ALLAN		00004103	2015	35325	\$33.90	\$39.30
LETTERLOUGH, HENRY		20040357	2015	35328	\$5.36	\$8.91
LEVINE, DAVID EMANUEL		00021789	2015	35341	\$173.19	\$5.06
LEVINER, SHEILA WELCH		00030009	2015	35350	\$136.73	\$3.74
LEWIS, COY S	C/O TIMOTHY BASS	20100121	2015	35390	\$5.40	\$8.95
LEWIS, HELEN MARIE		00035679	2015	35418	\$1,092.15	\$584.76
LIGGETT, GEORGE A (HRS)		00043585	2015	35531	\$111.98	\$122.46
LITTLE, BOBBY L		00051925	2015	35890	\$64.86	\$72.28
LITTLE, LULA (HRS)		00051933	2015	35888	\$7.91	\$11.62
LLOYD, CECIL C & LOUISE R	C/O MICHAEL LLOYD	00021908	2015	35977	\$73.45	\$81.43
LOCKLEAR, PAUL WAYNE &	MARY DIAL	20030499	2015	36068	\$463.13	\$493.24
LOCKLEY, BESSIE E		00021928	2015	36076	\$259.17	\$279.21
LOCKLEY, BESSIE ELIZABETH		00021927	2015	36078	\$29.21	\$34.31
LOFTON, MAE		00051981	2015	36118	\$68.82	\$3.72
LOUIE, LEONARD L	LOUIE, JANET F	00006469	2015	36352	\$380.05	\$214.49
LOVINGOOD, JAMES D		00043619	2015	36405	\$14.13	\$18.25
LOWE, BETTY LOU		00003382	2015	36429	\$24.31	\$29.09
LOY, LYNN		00010820	2015	36487	\$419.96	\$6.42
LYON, THE	COTHRAN AND COTHRAN, LLC	98000406	2015	36827	\$219.90	\$153.78
LYTCH, LENA CATHERINE HRS	C/O BARBARA M TAYLOR	00039564	2015	36846	\$12.02	\$16.00
MA, MICHAEL & MARGARET A		00010860	2015	36920	\$59.21	\$66.26
MABE, LINDA DARLENE		20000041	2015	36961	\$384.65	\$9.16
MABE, TONY RAY		00052130	2015	36984	\$342.65	\$9.74
MABEE, S E	C/O JOAN K DANIEL	00052128	2015	36989	\$30.38	\$35.55
MACK, GERETHA		00022119	2015	37083	\$79.92	\$88.32
MAHONY, PAMELA H		00030968	2015	37230	\$4,105.29	\$109.70

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AA CONSTRUCTION PROPERTIES, LLC		00038269	2015	455	\$1,026.93	\$1,096.87
MALAGON, VICTOR	NIEVES, GABRIELA	99000233	2015	37279	\$340.41	\$8.47
MANCE, DONNA M		98000007	2015	37359	\$43.45	\$4.44
MANESS, AARON L		00005525	2015	37370	\$400.36	\$489.58
MANESS, AARON LAMONT		00000611	2015	37371	\$72.32	\$80.23
MANESS, DONALD (HRS)		00010904	2015	37439	\$43.96	\$50.01
MANESS, DONALD (HRS)		00010907	2015	37440	\$565.73	\$605.70
MANESS, DONALD ASA (HRS)		00010908	2015	37441	\$386.57	\$414.90
MANESS, EUGENE CURTIS	MANESS, BARBARA LYNN	20040006	2015	37473	\$44.30	\$50.38
MARLEY, MAGGIE EST		00035972	2015	38124	\$341.42	\$366.81
MARSH, RAYMOND		00019686	2015	38279	\$88.99	\$97.97
MARSH, ROSA LEE		00022292	2015	38286	\$90.12	\$99.18
MARSHALL, FELICIA L HINES (HRS)		98000127	2015	38317	\$96.02	\$105.46
MARTIN, ED HRS	C/O EUGENE MARTIN	00990310	2015	38418	\$34.58	\$40.03
MARTIN, JOHNATHAN EMMANUEL		00041363	2015	38498	\$155.70	\$169.02
MASCITELLI, JANET B SR (HRS)		95000637	2015	38751	\$10.78	\$14.69
MASKE, JERRY W		00009247	2015	38801	\$317.02	\$340.83
MATHERSON, RUSSELL FRANK (HRS)	C/O JAMES E SPENCER	00011139	2015	38884	\$284.87	\$306.59
MATTHEWS, JOHNSIE HRS		00004177	2015	39023	\$551.45	\$590.50
MATTHEWS, JOYCE N		96000255	2015	39027	\$174.70	\$4.56
MATTHEWS, SARA RACHEL		00035216	2015	39064	\$11.51	\$15.47
MAXWELL, MARJORIE DOWD	C/O WILLIAM PENN HOUSE	20060014	2015	39155	\$37.73	\$43.38
MAYER COMMUNITIES INC		00991866	2015	39184	\$116.40	\$127.16
MB EQUITY LLC		10000246	2015	39248	\$3,110.15	\$4.15
MCALLISTER, JAMES		00004180	2015	39279	\$51.58	\$58.13
MCARTHUR, ELIJAH HRS	C/O DERRICK FARMER	00036154	2015	39320	\$177.26	\$65.98
MCCALLUM, FLORENCE HRS	C/O HELEN MCCALLUM	87000061	2015	39435	\$8.19	\$11.93
MCCASLAN, HAZEL &	COX, MARILYN	00000235	2015	39560	\$32.83	\$38.17
MCCRIMMON, JOHN (HRS)		00043777	2015	39750	\$168.60	\$182.76
MCCRIMMON, JOHNNY LEE SR	MCCRIMMON, LESLEE	20010155	2015	39759	\$558.15	\$4.26
MCCRIMMON, MARY ELLEN		00043791	2015	39772	\$7.01	\$10.67
MCCRIMMON, MARY M HRS &	MCCRIMMON, MILTON HRS	00036236	2015	39774	\$30.53	\$35.72
MCDOUGALD, KATE S HRS		00036163	2015	40083	\$132.69	\$144.52
MCDUFFIE, MARK CARTER	MCDUFFIE, SUE F	00011213	2015	40115	\$242.11	\$5.09
MCDUGAL, LILLA	AKA LILLIE MCDOUGALD (HRS)	00033000	2015	40136	\$1,015.31	\$1,084.50
MCEACHERN, TOM (HRS)	C/O GEORGE MCEACHERN JR	00052580	2015	40141	\$23.06	\$27.75
MCENTEE, EMILY		20100192	2015	40153	\$1,624.12	\$169.21
MCINTOSH, STEVEN A		20050547	2015	40461	\$110.40	\$120.78
MCINTYRE, CLIFTON JR	MCINTYRE, FELICIA	00036033	2015	40472	\$221.03	\$11.44
MCKEITHEN, ARTHUR BERNARD &	PRISCILLA	97000095	2015	40626	\$144.30	\$156.88
MCKEITHEN, FLORETTA R HRS	C/O HOWARD MCKEITHEN	00036362	2015	40634	\$214.80	\$231.97

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AA CONSTRUCTION PROPERTIES, LLC		00038269	2015	455	\$1,026.93	\$1,096.87
MCKEITHEN, TIFFANY ELAINE		00036364	2015	40679	\$136.28	\$5.27
MCKENZIE, CALVIN LANDON		00022810	2015	40708	\$97.12	\$106.63
MCKENZIE, CALVIN LANDON		97000727	2015	40709	\$215.38	\$232.58
MCKENZIE, CALVIN LANDON &	JONES, DOROTHY LOUISE MCKENZIE	00016959	2015	40710	\$375.10	\$402.68
MCKENZIE, CALVIN LANDON &	JONES, DOROTHY LOUISE MCKENZIE	00022809	2015	40711	\$212.44	\$229.45
MCKENZIE, JOSEPHINE G		00990446	2015	40763	\$22.72	\$27.40
MCKENZIE, WALTER (HRS)		00004346	2015	40827	\$402.17	\$431.51
MCKENZIE, WALTER (HRS)		00990878	2015	40828	\$93.85	\$103.15
MCKINNON, ANTHONY WARD	MCKINNON, HOPE	94000405	2015	40901	\$146.56	\$4.29
MCKINNON, TONYA V		95000630	2015	40927	\$41.98	\$3.53
MCLAUGHLIN, JAMES (HRS)		10002384	2015	41018	\$61.30	\$68.48
MCLAUGHLIN, LINDA RITTER		97000361	2015	41030	\$59.72	\$66.80
MCLAUGHLIN, WILLIAM HRS		00990273	2015	41060	\$253.12	\$272.77
MCLEAN, ANNA B		00039974	2015	41078	\$67.47	\$75.06
MCLEAN, WILLIE G HRS	C/O ODESSA ROBERTS	00002998	2015	41130	\$22.88	\$27.56
MCLENDON, ROSA (HRS)		00992189	2015	41154	\$18.58	\$22.99
MCLEOD, FRANCES	C/O ANGELA HOUSE	20020654	2015	41179	\$266.26	\$286.76
MCLEOD, K A HRS		00052810	2015	41194	\$19.89	\$24.38
MCMILLAN, GUSSIE (HRS)		00048981	2015	41254	\$529.86	\$567.51
MCMILLAN, SHARON RACHELL	RAY MCMILLAN	00049852	2015	41275	\$88.93	\$97.91
MCMILLIAN, WALTER		20000635	2015	41286	\$99.33	\$108.98
MCNEILL, ARTHUR WADDELL		00052899	2015	41410	\$674.44	\$718.28
MCNEILL, JAMES EDWARD		00011332	2015	1000262	\$20.90	\$26.02
MCNEILL, MARGIE		00011338	2015	41587	\$469.01	\$178.03
MCNEILL, MARY E		00052947	2015	41594	\$313.35	\$98.61
MCNEILL, VONDOLA S	C/O DARLENE MOHAMUD	00036523	2015	41675	\$78.14	\$86.42
MCNEILL, WILL HRS		87000154	2015	41680	\$8.19	\$11.93
MCRAE, GENEVA		00022975	2015	41813	\$750.57	\$186.63
MCRAE, LONZELL		00022978	2015	41833	\$340.64	\$182.27
MCRAE, SALLY	CRUTCHFIELD, MARY W & OTHERS	00053008	2015	41852	\$149.51	\$162.43
MECHANIC, GERALD L HRS	C/O RICK MECHANIC	00011365	2015	41987	\$135.60	\$147.61
MEJIA, CANDELARIA AGUIRRE &	JOSE LUIS-MEJIA RANGEL	96000552	2015	42103	\$143.51	\$156.04
MEJIA, ROLANDO SANCHEZ &	MARIA BEATRIZ RINCON SANCHEZ	00005412	2015	42105	\$93.45	\$102.73
MELCHOR, GERARDO		00010037	2015	42108	\$398.81	\$6.07
MENTAL HEALTH ASSOCIATION IN	NORTH CAROLINA, INC	00053751	2015	42226	\$256.20	\$276.05
MEUMANN, WOLFGANG J		00027420	2015	42370	\$158.20	\$171.68
MEUMANN, WOLFGANG J		00027421	2015	42371	\$158.20	\$171.68
MILE AWAY FARM INC		20080161	2015	1000270	\$1,107.88	\$1,279.60
MILE AWAY FARM INC		20080161	2015	1000271	\$1,095.64	\$1,364.07
MILES, GEO H		20070730	2015	42872	\$9.90	\$13.75

AA CONSTRUCTION PROPERTIES, LLC		00038269	2015	455	\$1,026.93	\$1,096.87
MILES, REBECCA		00036235	2015	39788	\$14.62	\$18.77
MOELLER, CAROL ELIZABETH		00030594	2015	43343	\$503.36	\$539.28
MOFIELD, VIRGINIA A		00053258	2015	43355	\$278.47	\$299.77
MOFIELD, VIRGINIA A		00053260	2015	43357	\$41.70	\$47.61
MONROE, ADA TYSON	C/O GEORGE WILSON JR	00004562	2015	43438	\$8.14	\$11.87
MONROE, ADA TYSON	C/O GEORGE WILSON JR	00004563	2015	43439	\$8.14	\$11.87
MONROE, JACQUELINE P		00037890	2015	43512	\$342.19	\$364.43
MONROE, LOUIS ALLEN & MARY W &	LONNIE & HENRY & MARY HELEN	00036821	2015	43554	\$101.98	\$111.80
MONROE, MARK LEE & CYNTHIA	C/O CYNTHIA STINSON	00011452	2015	43563	\$100.51	\$2.97
MONTEFUSCO, HARRY		00023448	2015	43649	\$28.68	\$33.75
MONTELONGO, LEONARD JR & DEBRA		00043991	2015	43650	\$14.13	\$18.25
MOORE, BETTY LORRAINE NALL	C/O ALICE BARBER	00001774	2015	44041	\$234.31	\$252.74
MOORE, BETTY LORRAINE NALL	C/O ALICE BARBER	00004618	2015	44042	\$437.51	\$469.15
MOORE, BETTY LORRAINE NALL	C/O ALICE BARBER	20020440	2015	44043	\$51.08	\$57.60
MOORE, BRENDA P		20090063	2015	44049	\$114.36	\$1.11
MOORE, CASSANDRA		20040632	2015	44058	\$24.46	\$29.25
MOORE, LILLIAN F	C/O LENORIA PHIFER MOORE	00053387	2015	44202	\$31.47	\$36.71
MOORE, OSCAR		00050824901	2015	44230	\$83.90	\$92.55
MOORE, WALTER L		00992159	2015	44315	\$19.22	\$23.68
MORALES, RICHARD TECO		00004414	2015	44353	\$80.12	\$88.53
MORENO, ALEJANDRO	MONTOYA, MARIA PATRICIA EXIGA	00012082	2015	7856	\$135.34	\$147.34
MORGAN, BETTY		00004637	2015	44402	\$122.31	\$133.46
MORGAN, LILLIE MAE (LE)	C/O ROBERT PAGE	00053449	2015	44503	\$443.47	\$475.49
MORGAN, LINDA BREWER &	MABE, JASON FARRELL	00007761	2015	44504	\$91.25	\$100.38
MORGAN, WILBERT & MARY		00023551	2015	44599	\$379.84	\$2.91
MORGAN, WORTHY JR	MORGAN, JUDY	00053455	2015	44612	\$79.10	\$87.44
MORGAN, WORTHY JR	MORGAN, JUDY	00053456	2015	44613	\$79.10	\$87.44
MORMAN, BOBBY LEWIS JR &	KIMBERLY LATONYA & DOWDY, MARY	00052093	2015	44636	\$281.09	\$299.37
MORRISON, ANNIE GOINS	C/O STEPHANIE HOOKER	00004665	2015	44741	\$457.27	\$244.91
MORRISON, BARBARA		10001163	2015	44757	\$348.32	\$434.16
MORRISON, FRANK P		87000137	2015	44787	\$24.58	\$29.38
MOSELEY, DONNA S		00036968	2015	44895	\$908.25	\$970.50
MOSELEY, DONNA S		00036969	2015	44896	\$29.06	\$34.15
MOZINGO, JOANNE FAUCETTE		00042656	2015	45023	\$152.95	\$4.38
MURDAUGH, KENNETH ALLAN (HRS)	C/O WILLIAM H MURDAUGH III	00009360	2015	45181	\$70.63	\$78.42
MUSE, RICHARD FRANK DAILY	C/O TAMMY MUSE	00002643	2015	45347	\$262.27	\$282.51
NALL, BETTY LORRAINE	C/O ALICE BARBER	00004751	2015	45593	\$576.30	\$616.96
NALL, RANDY	NALL, TINA	20000445	2015	45624	\$12.83	\$16.87
NALL, SUSAN M		00004768	2015	45635	\$251.93	\$268.31
NEALY, BILLY RAY &	MARTIN, JOANNE H	00053677	2015	45810	\$23.70	\$28.43

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AA CONSTRUCTION PROPERTIES, LLC		00038269	2015	455	\$1,026.93	\$1,096.87
NEFF, DAVID E		00044060	2015	45907	\$566.02	\$596.13
NETTLES, ELLAR	C/O JAMES R DAVIS I22	00037080	2015	46049	\$20.34	\$24.87
NEWKIRK, ELVY O		00031953	2015	46164	\$295.48	\$317.88
NORTH CAROLINA NATIONAL BANK	N/K/A BANK OF AMERICA, NA	00991931	2015	46487	\$84.75	\$93.46
OATES, A C HRS & KARLTON	C/O BEATRICE OATES	00037184	2015	46875	\$12.28	\$16.28
OATES, BEATRICE		00053788	2015	46876	\$701.99	\$506.94
ODOM INVESTMENTS, INC		00044115	2015	46917	\$113.00	\$123.55
OLDHAM, TELLY WAYNE		00990178	2015	47093	\$115.88	\$126.62
OLIVER, FLORA MARGARET &	HARRISON & OTHERS	00037238	2015	47124	\$104.92	\$114.95
OLSON, NATHAN	OLSON, JUDITH & OLSON, CARRIE	00016864	2015	47188	\$306.46	\$169.68
OP 2 REALPORT, LLC		00027348	2015	47210	\$158.20	\$171.68
OP 2 REALPORT, LLC		20070063	2015	47211	\$158.20	\$171.68
OP 2 REALPORT, LLC		20070064	2015	47212	\$158.20	\$171.68
OP 2 REALPORT, LLC		20070065	2015	47213	\$158.20	\$171.68
ORR, OLLIE (HRS)	C/O MARGARET DOSS	00011926	2015	47254	\$69.38	\$77.09
ORTEGA, YAIR GUZMAN		00042674	2015	47260	\$85.65	\$94.42
OSTENDORF, JAIME		00043461	2015	47298	\$113.00	\$123.55
OWNER UNKNOWN		00029285	2015	47492	\$747.21	\$798.98
OWNER UNKNOWN		20010610	2015	47494	\$82.21	\$90.76
OWNER UNKNOWN		20020393	2015	47495	\$33.62	\$39.01
OWNER UNKNOWN		20070551	2015	47496	\$120.05	\$131.06
OWNER UNKNOWN		20110309	2015	47498	\$16.10	\$20.35
OWNER UNKNOWN		20120371	2015	47499	\$172.21	\$186.60
OWNER UNKNOWN		87000235	2015	47501	\$451.15	\$483.67
OWNER UNKNOWN		97000741	2015	47502	\$28.23	\$33.27
OWNER UNKNOWN		98000235	2015	47503	\$26.33	\$31.24
OWNER UNKNOWN		99000486	2015	47504	\$36.05	\$41.59
OWNER UNKNOWN		00040634	2015	47493	\$324.90	\$349.22
OXENDINE, CARLENE		00037267	2015	47506	\$696.87	\$661.42
PALMER, MOSES EST & LIZZIE	C/O CHARLOTTE ALSTON WORTHY	00024292701	2015	47722	\$195.14	\$271.02
PALMER, MOSES EST & LIZZIE	C/O CHARLOTTE ALSTON WORTHY	00024294	2015	47725	\$100.72	\$35.93
PARKER, AMELIA		00021524	2015	47827	\$366.80	\$238.59
PARKER, H O		00030810	2015	47849	\$15.40	\$19.60
PARKER, JOSEPH D JR		00004348	2015	47880	\$24.01	\$28.77
PARKER, JOSEPH D JR		00005160	2015	47882	\$274.00	\$295.01
PARKER, JOSEPH D JR		00004984	2015	47881	\$23.22	\$27.93
PASSARO, DAVID		00043033	2015	1000242	\$150.84	\$160.65
PATTERSON, HEATHER		00990639	2015	48270	\$499.35	\$3.22
PATTERSON, LARRY		00040517	2015	48302	\$307.82	\$2.36
PATTERSON, MAX KEITH II		00005035	2015	48323	\$491.21	\$14.02

AA CONSTRUCTION PROPERTIES, LLC		00038269	2015	455	\$1,026.93	\$1,096.87
PATTISON, STEVEN J & PAYTON, LEROY JR	PATTISON, ELIZABETH H	98000467	2015	48378	\$32.44	\$37.75
PEMBERTON, LAWYER W		00041460	2015	48442	\$190.30	\$1.47
PENNELL, DANA	C/O ANNIE L GARNER	00012007	2015	48589	\$13.39	\$17.46
PENNELL, DANA		00005065	2015	48621	\$19.78	\$24.27
PEOPLES, BARBARA LEE & HENRY		00005066	2015	48622	\$19.78	\$24.27
PERNELL, G CARLTON		00005070	2015	48667	\$5.65	\$9.21
PERSON, WILLIAM E JR		00024514	2015	48731	\$205.38	\$221.93
PETERSEN, BRADLEY DOUGLAS		00037446	2015	48876	\$132.52	\$204.33
PETTIS, CYRUS & SARA L		00014511	2015	48924	\$778.50	\$840.42
PETTY, MARGARET A		10000512	2015	48996	\$70.63	\$78.42
PHILLIPS, CARRIE HRS	C/O JAMES R DAVIS	10000074	2015	49005	\$37.06	\$42.67
PHILLIPS, EDITH COLE HRS		20120382	2015	49092	\$7.06	\$10.73
PHILLIPS, JEAN B & OTHERS		00990361	2015	49136	\$18.65	\$23.06
PILSON, HAZEL S		00005175	2015	49185	\$106.95	\$117.10
PIPKIN, ROBERT ALLEN	BRACKETT, DREW C	00005273	2015	49506	\$429.17	\$460.27
PMD, INC		00031655	2015	6130	\$203.40	\$7.46
POE, WILLIAM R		00032106	2015	50152	\$908.22	\$970.45
POINDEXTER, DEBRA GILLIS		00005288	2015	50185	\$100.68	\$110.43
PONDS, WANDA P WILLIAMS		00015593	2015	50199	\$441.38	\$5.29
PORE, JAMES & LILLIE MAE		00990086	2015	50263	\$316.34	\$340.10
PORE, JAMES & LILLIE MAE		00054362	2015	50356	\$45.30	\$51.44
POWERS, DARRELL		87000140	2015	50357	\$64.98	\$72.41
POWERS, DARRELL		00005303	2015	1000264	\$44.31	\$51.18
POWERS, JAMES ROBERT		00005303	2015	1000265	\$44.31	\$55.16
POWERS, JUSTIN LEE	POWERS, JODIE RENEE	20020327	2015	50489	\$217.24	\$234.56
PREVATT, CORA H HRS		00005303	2015	1000263	\$35.43	\$37.74
PREVATT, CORA H HRS		00025447	2015	50622	\$33.45	\$38.83
PREVATT, CORA H HRS		00025448	2015	50623	\$101.70	\$111.51
PRIEST, SCARLETT BRADLEY	TRUSTEE	00025450	2015	50624	\$401.77	\$431.08
PRIEST, WILLIAM	PRIEST, SCARLETT B	94000075	2015	50777	\$9.89	\$13.73
PRITT, DUSTIN S		94000074	2015	50784	\$135.15	\$147.13
PRITT, DUSTIN S		00000886	2015	50866	\$95.65	\$105.07
PRITT, DUSTIN S		00000888	2015	50868	\$39.55	\$33.12
PUGH J E	C/O JENNIFER GARNER	00000892	2015	50869	\$39.55	\$45.32
PUGH, JAMES	C/O JENNIFER GARNER	00031055	2015	50986	\$12.28	\$16.28
PUGH, JAMES E	C/O ATTORNEY JENNIFER GARNER	00037942	2015	50988	\$14.71	\$18.86
PUGH, JAMES E	C/O ATTORNEY JENNIFER GARNER	00012150	2015	50990	\$257.08	\$276.99
PUGH, JAMES E	C/O ATTORNEY JENNIFER GARNER	00037944	2015	51004	\$103.97	\$113.93
PUGH, JAMES E	C/O JENNIFER GARNER	00031360	2015	50991	\$132.83	\$144.67
PUGH, JAMES E	C/O JENNIFER GARNER	00032019	2015	50992	\$42.99	\$48.98

AA CONSTRUCTION PROPERTIES, LLC		00038269	2015	455	\$1,026.93	\$1,096.87
PUGH, JAMES E	C/O JENNIFER GARNER	00032158	2015	50993	\$113.49	\$124.07
PUGH, JAMES E	C/O JENNIFER GARNER	00036161	2015	50996	\$87.11	\$95.97
PUGH, JAMES E	C/O JENNIFER GARNER	00037930	2015	50997	\$78.54	\$86.84
PUGH, JAMES E	C/O JENNIFER GARNER	00037932	2015	50998	\$89.50	\$98.52
PUGH, JAMES E	C/O JENNIFER GARNER	00037933	2015	50999	\$306.96	\$330.11
PUGH, JAMES E	C/O JENNIFER GARNER	00041200	2015	51005	\$147.41	\$160.20
PUGH, JAMES E	C/O JENNIFER GARNER	00992484	2015	51007	\$39.66	\$2.46
PUGH, JAMES E	C/O JENNIFER GARNER	00033005	2015	50994	\$39.53	\$45.30
PUGH, JAMES E	C/O JENNIFER GARNER	00037938	2015	51001	\$678.33	\$725.62
PUGH, JAMES E	C/O JENNIFER GARNER	00035814	2015	50995	\$32.96	\$38.30
PUGH, JAMES E	C/O JENNIFER GARNER	00037940	2015	51002	\$310.54	\$333.93
PUGH, JAMES E	C/O JENNIFER GARNER	00037943	2015	51003	\$10.64	\$14.53
PUGH, JAMES E	C/O JENNIFER GARNER	00054452	2015	51006	\$17.57	\$21.91
PUGH, JAMES E	C/O JENNIFER GARNER	95000178	2015	51011	\$10.38	\$14.26
PUGH, JAMES E ESTATE	C/O GARNER & HAYES, LLP	00036700	2015	51015	\$8.56	\$12.31
PUGH, JAMES E ESTATE	C/O GARNER & HAYES, LLP	00041146	2015	51016	\$9.77	\$13.60
PUGH, JAMES E ESTATE	C/O GARNER & HAYES, LLP	00041147	2015	51017	\$10.90	\$14.81
PUGH, WILETHA M (HRS)	C/O BRIGITTE P LINDSAY	00037934	2015	51034	\$2,250.30	\$2,399.77
PURCELL, KENNETH M &	BARBARA MCKEITHAN-PURCELL	20060586	2015	51064	\$110.72	\$117.92
PURCELL, KENNETH MARVIN		00032157	2015	51065	\$1,871.25	\$1,992.88
PURCELL, KENNETH MARVIN		00032835	2015	51066	\$339.77	\$361.85
PURCELL, WILLIE R (HRS)		00025538	2015	51068	\$264.48	\$1.30
PUSSER, DAYLE T		00029247	2015	1000248	\$637.04	\$678.45
QUIAMBAO, CHERRIELYN E		00041175	2015	51265	\$271.25	\$2.99
QUICK, CHARLIE P (HRS)	C/O LUTHER GRACE	00037986	2015	51277	\$124.73	\$136.04
RABY, RAY T HRS & EVA H	C/O RAY RABY JR	00012164	2015	51400	\$522.23	\$559.38
RADCLIFF, CAROLYN SANDERS		00026403	2015	51417	\$372.50	\$8.95
RAGLAND, HELEN & GEORGE		00038067	2015	51454	\$10.81	\$14.72
RAGSDALE BROTHERS, LLC		00021057	2015	51458	\$2,814.48	\$83.51
RAMOS, OSWALDO & KIMBERLY		00022126	2015	51547	\$3,936.46	\$4,195.53
RATCLIFF, J F	C/O DIERDRE WHEELER	00025650	2015	51651	\$40.54	\$46.37
RATLIFF, SHANNON NICOLE &	RATLIFF, MONA LISA	00052573	2015	51667	\$344.96	\$304.76
RAY, DAVID MICHAEL		00044292	2015	51703	\$16.95	\$21.26
RAY, JUANA A (LE)		00047484	2015	51742	\$102.48	\$112.35
RAY, JUANA A (LE)		00054564	2015	51743	\$640.41	\$685.23
RAY, LARRY C		00054563	2015	51745	\$160.59	\$174.23
RAY, ROSIA LITTLE		00009015	2015	51777	\$184.59	\$199.78
RAY, ROSIA LITTLE		00009015	2015	1000006	\$276.30	\$294.26
RAY, SARAH M	C/O CLAUDE RAY	00052537	2015	51782	\$129.02	\$140.60
RBC CENTURA BANK		00031806	2015	51836	\$14.45	\$18.59

AA CONSTRUCTION PROPERTIES, LLC		00038269	2015	455	\$1,026.93	\$1,096.87
REAVES, IASIA MOORE		00032709	2015	51862	\$112.28	\$4.88
REAVIS, LEO S	REAVIS, JANIE R	00042723	2015	51878	\$112.10	\$122.59
REDDING, MARY		00019374	2015	51924	\$576.19	\$18.36
REED, ALICE A		00045907	2015	51952	\$800.10	\$9.39
REED, DANIEL E & DEBRA L		00044297	2015	51956	\$127.13	\$138.59
REEVES, GEORGE JR &	REEVES, JIMMY O'NEAL	00038079	2015	52030	\$179.31	\$145.96
REGAN, RICHARD J & WANDA	C/O RICHARD J REAGAN JR	00044281	2015	52063	\$19.78	\$24.27
REID, ELMER	C/O DEBORAH C HAILEY	00054643	2015	52094	\$89.12	\$98.11
REID, ISAAC & CORNELIUS		00025764	2015	52095	\$55.20	\$61.99
REPP, JOHN (HRS)		20050391	2015	52184	\$224.90	\$242.72
REPP, STEPHEN		97001028	2015	52185	\$389.25	\$417.76
RHODES, GERALD L (HRS)		00035265	2015	52395	\$384.75	\$6.19
RHYMER, DUSTIN L &	RHYMER, SARA D	00004741	2015	52425	\$172.67	\$4.58
RICHARD, ROBERT	RICHARD, MARY ANNE	00005833	2015	52503	\$191.20	\$206.83
RICHARD, ROBERT R	RICHARD, MARY ANNE	00045287	2015	52505	\$84.75	\$93.46
RICHARDSON, CURTIS		00031349	2015	52543	\$11.25	\$3.27
RICHARDSON, KEITH	RICHARDSON, MARY S	00020493	2015	52589	\$648.96	\$19.50
RITTER, ELIZABETH (HRS)	C/O FANNIE RITTER	00005700	2015	53088	\$160.29	\$173.91
RITTER, PAMELA HAMPTON		97000360	2015	53224	\$61.08	\$68.25
ROBERTSON, GEORGE ARTHUR		00026094	2015	53544	\$9.89	\$13.73
ROBINSON, KAREN ROBERTHA B	C/O KAREN BLALOCK APT #407	00031333	2015	53660	\$11.25	\$15.18
RODRIGUEZ, MARIA		20020310	2015	53810	\$64.01	\$71.38
ROGERS, SALLY MAE		00047312	2015	53935	\$7.32	\$10.99
ROGERS, SALLY MAE	C/O DOMENEQUE DOMENECH	00054922	2015	53936	\$7.32	\$10.99
ROGERS, SALLY W	C/O DOMENEQUE DOMENECH	00054921	2015	53937	\$7.04	\$10.70
ROLLINS, JOHN KENT		00038348702	2015	53981	\$389.40	\$332.17
ROOP, MICHAEL TERRY		00000131	2015	54032	\$113.23	\$123.79
ROOP, MICHAEL TERRY		00000132	2015	54033	\$119.95	\$130.95
ROSS, B D & M J	C/O RUTH ROSS	00005771	2015	54114	\$29.95	\$35.10
ROSS, CHARLES F		00032999	2015	54123	\$295.72	\$318.14
ROSS, JESSE E		00007062	2015	54155	\$143.11	\$155.62
ROUSE, DARRELL L	ROUSE, JEANETTE L	00990795	2015	54294	\$5.88	\$9.45
ROUSE, DARRELL LEE		00012480	2015	54295	\$110.63	\$121.02
ROUSE, DARRELL LEE		00012481	2015	54296	\$346.18	\$371.89
ROWE, J VANCE JR &	ROWE, E RILEY & OTHERS	00054998	2015	54328	\$12.08	\$16.07
RUSSELL, CAROL E		00002975	2015	54494	\$811.11	\$867.04
RUSSELL, J PAUL		00008183902	2015	54515	\$6.78	\$10.42
RUSSELL, LARRY D & MARY	JORDAN, FLOYD G & FRANCES	00020877	2015	54542	\$180.80	\$195.75
RUSSELL, MARY F		00038433	2015	54543	\$1,328.55	\$1,453.94
RUSSELL, SUZANNE		00038443	2015	54580	\$15.54	\$19.75

AA CONSTRUCTION PROPERTIES, LLC		00038269	2015	455	\$1,026.93	\$1,096.87
RYALS, SYLVIA LORRAINE		00043651	2015	54613	\$175.60	\$167.73
SADLER, CAMERON C		20080161	2015	1000269	\$846.60	\$901.63
SADLER, JACKSON KENNEDY		94000642	2015	54747	\$1,178.25	\$811.41
SAGE, RODERIC N A	27/F TESBURY CENTRE	10002267	2015	54772	\$1,557.00	\$27.27
SALMON, TARA	C/O TARA AYERS	99000607	2015	54836	\$331.26	\$7.16
SALZWEDEL, LINDSEY MICHELLE		00031856	2015	54856	\$669.63	\$716.35
SAMUELSON, ANN COPPEDGE		00005836	2015	54884	\$1,315.95	\$10.11
SANDERS, BETTY		20050608	2015	54921	\$57.80	\$64.75
SANDERS, BETTY B		00012504	2015	54922	\$76.61	\$84.80
SANDERS, BILLY DEAN		00012505	2015	54923	\$168.37	\$182.52
SANDERS, CAULINE MARIE		00046053	2015	54928	\$87.69	\$96.59
SANDERS, JOEL A &	SANDERS, PATRICIA G	00033753	2015	54982	\$1,306.06	\$1,390.95
SANDERS, RONALD FLOYD		00012542	2015	54998	\$101.81	\$111.63
SANDERS, WILLIAM	SANDERS, BETTY	00012554	2015	55018	\$90.00	\$99.05
SANDY, CYNTHIA (HRS)	C/O PAULINE WALLACE	20020448	2015	55135	\$59.95	\$67.05
SANTANA, ALMA DELIA COLIN		97000544	2015	55156	\$31.81	\$37.07
SAULS, DOROTHY GILCHRIST		00043298	2015	55239	\$127.13	\$87.94
SAUNDERS, BENNIE C (HRS)	C/O LINNIE M SAUNDERS	00055231	2015	55248	\$174.30	\$188.82
SAUNDERS, JAMES STEELE		00026451	2015	55265	\$273.57	\$294.55
SAUNDERS, JAMES STEELE		00055238	2015	55266	\$74.18	\$82.20
SAUNDERS, JAMES STEELE		00055239	2015	55267	\$113.00	\$123.55
SAUNDERS, LAURA ROSE TAYLOR		00002708	2015	55283	\$24.21	\$28.98
SAUNDERS, LAURA ROSE TAYLOR		00006449	2015	55284	\$38.80	\$44.52
SAUNDERS, LAURA ROSE TAYLOR		00990009	2015	55285	\$37.64	\$43.29
SAUNDERS, ROBERTA		00029303	2015	55306	\$336.18	\$172.42
SAVAGE, CAMERON M & MARGARET M	FIGG, EVANGELINE E	00044459	2015	55329	\$16.95	\$21.26
SEALY, WANDA & JEANETTE &	SEALY, LAWRENCE	00041669	2015	56089	\$11.76	\$15.73
SEAWELL, ANTHONY J (HRS)		00990971	2015	56115	\$168.88	\$80.24
SEITZ, AMY & SADLER, JEFFERSON	SADLER, LEE & OTHERS	00038455	2015	56295	\$3,510.12	\$672.06
SELLS, AUSTIN RILEY &	ELIZABETH ANN KELLY	99000328	2015	56346	\$509.69	\$106.35
SESSOMS, ROSE COPELAND		00016705	2015	56398	\$188.77	\$204.24
SESSOMS, ROSE COPELAND		10000746	2015	56399	\$60.17	\$67.28
SESSOMS, SALLY ROSE COPELAND		00992534	2015	56400	\$206.62	\$223.25
SETNESKA, JAMES A JR		00047067	2015	56404	\$151.71	\$164.77
SEVEN LAKES TOWNHOUSES & ASSOC		00990731	2015	56496	\$113.00	\$123.55
SEVEN LAKES TOWNHOUSE5 & ASSOC		00990732	2015	56497	\$113.00	\$123.55
SHAMBERGER, DEWEY T (LE)		00012646	2015	56610	\$207.58	\$224.27
SHAMBERGER, GERALDINE (HRS)		00055459	2015	56632	\$289.43	\$308.26
SHAMBERGER, GERALDINE (HRS)		00055459	2015	1000128	\$286.44	\$305.06
SHAMBERGER, KATIE M &	BROWER, TALMADGE ERROLL	00010304	2015	56614	\$70.79	\$78.59

AA CONSTRUCTION PROPERTIES, LLC		00038269	2015	455	\$1,026.93	\$1,096.87
SHAMBERGER, KATIE M &	BROWER, TALMADGE ERROLL	00020740	2015	56615	\$5.14	\$8.68
SHAMBERGER, LEONARD & MILDRED		00012666	2015	56618	\$86.78	\$95.62
SHAW, MARGARET		00992079	2015	56752	\$12.28	\$16.28
SHEFFIELD, CARL L EST	C/O LINDA SHEFFIELD	00005991	2015	56820	\$9.49	\$13.31
SHEFFIELD, CARL LEON (HRS)		20130042	2015	56821	\$25.71	\$30.59
SHEFFIELD, RANDY	SHEFFIELD, DENA	94000491	2015	56865	\$75.37	\$83.46
SHEFFIELD, RANDY WAYNE	SHEFFIELD, DEENA	00012745	2015	56872	\$127.46	\$138.93
SHEFFIELD, RANDY WAYNE	SHEFFIELD, DEENA	00013784	2015	56873	\$74.98	\$83.05
SHEPHARD, FLORA BELLE		87000034	2015	56963	\$41.53	\$47.43
SHEPPARD, JOHNNY	ROCK INVESTMENTS	20030017	2015	56992	\$230.41	\$248.59
SHORT, H COLIN	SHORT, MARTHA C	00055587	2015	57221	\$512.93	\$389.23
SHORT, TROY D	SHORT, DONNA A	00027143	2015	57258	\$529.46	\$567.07
SHORT, TROY D	SHORT, KARLA H	00017482	2015	57259	\$86.61	\$5.01
SHORT, TROY D	SHORT, KARLA H	00017484	2015	57260	\$84.92	\$4.97
SHORT, TROY D	SHORT, KARLA H	96000724	2015	57263	\$166.34	\$6.68
SHORT, TROY D	SHORT, DONNA	00027681	2015	4488	\$158.20	\$231.68
SHORT, TROY D	SHORT, DONNA	00027682	2015	4489	\$158.20	\$171.68
SHORT, TROY D	SHORT, DONNA	00027683	2015	4490	\$158.20	\$171.68
SHORT, TROY D	SHORT, DONNA	00051219	2015	4491	\$155.20	\$168.49
SHORT, TROY D	SHORT, DONNA	00027066	2015	57261	\$158.20	\$171.68
SHUMAKER, ROSALIE &	CORMIER, JOSEPH	98000650	2015	57300	\$692.92	\$128.32
SILVERMAN, JONATHAN TRUSTEE	FOR HARDY CHILDREN U/A 7/16/08	00041087	2015	57440	\$212.21	\$229.20
SILVERMAN, JONATHAN TRUSTEE	FOR HARDY CHILDREN U/A 7/16/08	00041088	2015	57441	\$338.49	\$363.70
SIMMONS, GEORGE HRS	C/O BARBARA SIMMONS	00028041	2015	57503	\$331.15	\$243.98
SIMPSON, MELBA DUNN	C/O JIMMY SIMPSON GRACE HCARE	00055643	2015	57608	\$177.07	\$191.78
SIMPSON, MELBA DUNN (HRS)	C/O JIMMY SIMPSON	00028065	2015	57609	\$8.19	\$11.93
SIMPSON, MELBA DUNN (HRS)	C/O JIMMY SIMPSON	87000219	2015	57610	\$25.65	\$30.52
SIMPSON, MELVA DUNN	C/O JIMMY SIMPSON-GRACE HCARE	00991261	2015	57611	\$12.49	\$16.51
SKEEN, JAMES	SKEEN, SALLEY	20020532112	2015	57762	\$1,924.16	\$2,330.92
SLOAN, JAMES H	C/O MICHELLE L SLOAN	00038919	2015	57882	\$11.25	\$15.18
SLOAN, MYRTLE		00055689	2015	57885	\$570.12	\$670.38
SLOBODNIK, MARK R & JULIE M		20060190	2015	57889	\$6,323.93	\$6,574.07
SMITH, BENJAMIN HAYWOOD	& VINNIE MAE	00006171	2015	57977	\$196.96	\$212.96
SMITH, CHARLES		20020526	2015	58023	\$306.96	\$326.91
SMITH, EDITH POWERS, EST	C/O WAYNE POWERS	00006182	2015	58098	\$25.09	\$29.92
SMITH, HAZEL GARNER		00012830	2015	58155	\$107.80	\$118.01
SMITH, HAZEL GARNER		00990208	2015	58156	\$30.79	\$35.99
SMITH, JAMES ANDREW JR &	SMITH, CHRISTA	10001005	2015	58177	\$306.74	\$72.28
SMITH, JAMES L JR &	OATES, DORIS	00039014	2015	58183	\$107.41	\$29.45
SMITH, JAMES L JR (LE)		00039010	2015	58184	\$120.12	\$191.14

AA CONSTRUCTION PROPERTIES, LLC		00038269	2015	455	\$1,026.93	\$1,096.87
SMITH, JANICE A	C/O JAMES C SMITH	95000477	2015	58196	\$128.48	\$70.06
SMITH, MARGARET		00039006	2015	58316	\$57.07	\$63.98
SMITH, MARGARET		00039007	2015	58317	\$89.95	\$99.00
SMITH, MELVIN LEE	SMITH, MARGARET K	00003383	2015	58367	\$82.49	\$87.85
SMITH, MELVIN LEE &	MARGARET KAYE	10002297	2015	58364	\$284.87	\$303.39
SMITH, MELVIN LEE & MARGARET	KAY	20000217	2015	58365	\$206.96	\$220.41
SMITH, MELVIN LEE & MARGARET	KAY	20010450	2015	58366	\$56.27	\$59.93
SMITH, MIATTA		00035600	2015	58368	\$370.87	\$458.17
SMITH, MIATTA		00039015	2015	58369	\$541.58	\$579.97
SMITH, RAYMOND A		00990859	2015	58425	\$82.04	\$90.58
SMITH, RODNEY ALBERT		94000728	2015	58465	\$410.87	\$31.97
SMITH, WILLIAM EDWARD		00001522	2015	58569	\$125.49	\$136.85
SMITH, WILLIAM EDWARD SR (HRS)	JENKINS, WILLIAM (HRS)	00003340	2015	58570	\$631.16	\$675.38
SPANN, CURTIS & ELIZABETH	C/O JESSIE FISHER	00039248	2015	58937	\$11.68	\$15.64
SPEARS, BEN J &	SPEARS, LORETTA B	00006267	2015	58976	\$283.46	\$305.08
SPEER, HOPE THELMA DOUGLAS	C/O HOPE SORRELL	00004450	2015	59009	\$99.89	\$5.96
SPENCE, STEPHANIE B &	ZANE, ELMER H	00000136	2015	59054	\$339.96	\$365.26
SPENCE, STEPHANIE B &	ZANE, ELMER H	00000137	2015	59055	\$33.90	\$39.30
SPENCER, CEDRIC THOMAS &	SPENCER, MICHAEL (HRS)	00012881	2015	59070	\$278.38	\$299.67
SPENCER, MARGARET	C/O LODGA SPENCER	00012895	2015	59109	\$108.20	\$118.44
SPENCER, SHIRLEY B	C/O CINDY SPENCER	20040014	2015	59128	\$32.09	\$3.45
SPIVEY, WALTEEN HIGGINS	C/O CLOYS MONROE	00055893	2015	59191	\$7.69	\$11.38
SPRUELL, COSMO DEMARK		00006309	2015	59239	\$139.61	\$1.09
STAFFORD LAND COMPANY, INC		00050499	2015	59352	\$9.61	\$13.43
STAFFORD LAND COMPANY, INC		00057574	2015	59353	\$640.13	\$684.94
STANLEY, FRANK L III		00044435	2015	59472	\$67.80	\$75.41
STARNE, IDA		10000846	2015	59545	\$28.02	\$33.04
STEELMAN, BETTY W (HRS)		00013789	2015	59656	\$52.71	\$59.33
STEVENSON, CHARLES WILLIAM JR		00990167	2015	59839	\$163.40	\$177.22
STEVENSON, JEANNE		00024130	2015	59844	\$17.91	\$22.28
STEVENSON, JEANNE &	RICHARDSON, FRANCES & OTHER	20000062	2015	59845	\$14.52	\$18.66
STEWART, MARY FRANCES N (LE)		00039371	2015	59949	\$135.43	\$147.43
STEWART, R C	C/O WANDA HARDY	00006349	2015	59961	\$88.08	\$97.00
STEWART, W E	C/O JANE S REDDIE	87000113	2015	59994	\$64.35	\$71.73
STOCUM, DANIEL KEITH &	CHERESE R	00019819	2015	60053	\$484.32	\$4.94
STONE, ALEACIA &	LAMBERT LEE	96000191	2015	60098	\$251.37	\$270.91
STRATEGIC MANAGEMENT GROUP,	INC	00045503	2015	60282	\$84.75	\$93.46
STRAYER, LARRY D		00044787	2015	60294	\$14.13	\$18.25
STUBBS, BETTY M		00039426	2015	60454	\$813.71	\$649.99
STUBBS, BLANCHIE M (HRS)		00039423	2015	60455	\$5.54	\$9.10

Settlement

Delinquent Taxpayers Report

AA CONSTRUCTION PROPERTIES, LLC		00038269	2015	455	\$1,026.93	\$1,096.87
STUBBS, LAFAYETTE J, WILLIE E	ROBERT C & CHARLES N	00056132	2015	60473	\$118.58	\$129.49
SUBURBAN ESTATES, INC	C/O JACKIE K MCKENZIE	00991076	2015	60594	\$73.45	\$81.43
SUBURBAN ESTATES, INC	C/O JACKIE K MCKENZIE	00991493	2015	60595	\$73.45	\$81.43
SULLIVAN, JOHN W	SULLIVAN, SONJA G	97000779	2015	60665	\$907.27	\$22.12
SULLIVAN, ZETTIE		87000143	2015	60695	\$13.27	\$17.34
SUNDWALL, ANN C		10001135	2015	1935	\$41.98	\$3.85
SYKES, CLAUDETTE		00047198	2015	60949	\$357.35	\$383.78
TANNER, J H	C/O MARIA CROMWELL	00053236	2015	61258	\$17.46	\$21.79
TAYLOR, ANGELA		00041686	2015	61406	\$33.90	\$3.47
TAYLOR, CHARLES BARRINGTON D		00056272	2015	61428	\$5.76	\$9.33
TAYLOR, CHARLES BARRINGTON D		00056273	2015	61429	\$87.86	\$96.77
TAYLOR, CHERYL D &	TAYLOR, KISHA ANSE & CRAIG E	00039563	2015	61430	\$14.19	\$18.31
TAYLOR, HORACE ALEXANDER II &	TAYLOR, ANGELA	00044126	2015	61466	\$64.41	\$3.69
TAYLOR, JIMMY		00006461	2015	61483	\$97.69	\$107.24
TAYLOR, THEOLA		00037382	2015	61583	\$10.90	\$14.81
TAYLOR, WILSON EUGENE (LE)	C/O BRIAN TAYLOR	00006474	2015	61596	\$466.52	\$500.04
TEAGUE, JERRY P		00056319	2015	61628	\$555.41	\$654.72
THOMAS, EVELYN		00992020	2015	61976	\$54.24	\$60.97
THOMAS, IRENE B		00029247	2015	1000249	\$632.74	\$730.81
THOMAS, IRENE B		00029247	2015	1000250	\$632.74	\$787.76
THOMAS, IRENE B		00029244	2015	1000252	\$184.19	\$212.74
THOMAS, IRENE B		00029244	2015	1000253	\$184.19	\$229.31
THOMAS, IRENE B		00029246	2015	1000266	\$36.78	\$39.17
THOMAS, IRENE B		00029246	2015	1000267	\$14.33	\$16.55
THOMAS, IRENE B		00029246	2015	1000268	\$14.33	\$17.84
THOMAS, JEFFERY LEE	THOMAS, DINAH A	95000160	2015	62048	\$512.95	\$546.29
THOMAS, JEROME C & DENISE		00044898	2015	62051	\$16.95	\$21.26
THOMAS, MICHAELL	THOMAS, LAOMA	97000967	2015	62132	\$309.39	\$191.75
THOMAS, ROGER S	THOMAS, JEANETTE	97000562	2015	62172	\$58.48	\$65.48
THOMPSON, JAMES A		00031195	2015	62354	\$155.70	\$169.02
THOMPSON, JAMES A		00032533	2015	62355	\$102.33	\$112.18
THOMPSON, NANCY & JACQUELINE &	COUNCIL, MARQUETTA ODESSIA	00039670	2015	62429	\$39.38	\$45.14
TILLMAN, ROBIN L	ESCOBAR, JAMIE	00006624	2015	62674	\$157.24	\$170.66
TISDALE, PHILIP D & WINIFRED L		00018324	2015	62723	\$197.75	\$4.73
TOMLINSON, LEON G	TOMLINSON, KATHLEEN J	00046619	2015	62809	\$2,465.10	\$2,625.33
TOOMER, JAMES CHARLES HRS &	WALL, STEPHANIE DIANE	00027806	2015	62837	\$288.83	\$310.80
TOWNSEND, ETTA ANDREA		99000220	2015	63166	\$306.12	\$2.35
TROYER, THOMAS EUGENE JR		00990158	2015	63496	\$86.34	\$95.16
TURNER, GEORGE		00039789	2015	63665	\$276.12	\$195.29
TURNER, LACY	TURNER, JOYCE	00056723	2015	63675	\$697.66	\$701.03

AA CONSTRUCTION PROPERTIES, LLC		00038269	2015	455	\$1,026.93	\$1,096.87
TURNER, THOMAS AKINS	TURNER, RUBY B	00039796	2015	63697	\$638.96	\$683.69
TWO ONE FOUR NINETY-EIGHT	NINETY NOVA SCOTIA LIMITED	00028438	2015	63730	\$123.23	\$134.45
TYNER, CECIL KIM		96000018	2015	63759	\$41.75	\$47.66
TYNER, KASEY		00006676	2015	63769	\$277.87	\$299.13
TYSINGER, TONIA (LE)		20110019	2015	63795	\$189.73	\$205.27
TYSON, WILLIAM C		00036525	2015	63819	\$256.65	\$174.52
TYSON, WILLIAM CLARK &	LASSITER, CLARK R HRS	00003611	2015	63821	\$231.58	\$4.99
TYSON, WILLIAM S		00003322	2015	63822	\$216.06	\$233.31
ULICK, LLC		20130421	2015	63857	\$48.42	\$54.77
ULICK, LLC		97000865	2015	63858	\$48.31	\$54.64
UPCHURCH, ALLIE MICHELLE &	ELLEN, CARY E & ELLEN, SHARON	00003560	2015	63963	\$220.12	\$68.46
UPCHURCH, WILL SR (HRS)	MAMIE UPCHURCH/ C/O ERNEST	00006731	2015	64052	\$154.75	\$168.01
VAN CAMP, F W HRS	C/O STEPHEN VAN CAMP	00040554	2015	64206	\$11.33	\$15.27
VAN CAMP, F W HRS	C/O STEPHEN VAN CAMP	00992053	2015	64207	\$15.05	\$19.23
VAN CAMP, F W HRS	C/O STEPHEN VAN CAMP	20000248	2015	64208	\$15.05	\$19.23
VAN MATHER, ROBERT		20020054	2015	64266	\$151.76	\$3.52
VEST, DAVID W	VEST, JENNIFER K	00006829	2015	64554	\$214.98	\$4.85
VUGRINEC, MARK & BARBARA		00027570	2015	64972	\$225.44	\$6.67
W K BELL & COMPANY		20030635	2015	64990	\$196.00	\$211.95
WADDELL, PRESS A		00034983	2015	65027	\$74.52	\$82.57
WALKER, CONROY L & JUNE B	1 SUNRISE CLOSE, APT #5 MANGO WALK	00011292	2015	65203	\$46.78	\$53.02
WALKER, JUANITA R		00056186	2015	65230	\$285.83	\$182.61
WALLACE, ROY (HRS)		00006825	2015	65433	\$565.72	\$605.69
WARMBROD, STANLEY K (HRS)		00006842	2015	65655	\$1,391.30	\$163.90
WARREN, KIM		00040324	2015	65701	\$79.23	\$87.58
WASHINGTON, ARDELLA		00050733	2015	65751	\$13.50	\$17.57
WATSON, ALMA		99000189	2015	65825	\$287.70	\$208.72
WATSON, ERIC M		00006861	2015	65854	\$399.68	\$328.05
WATSON, HANNAH	C/O MARLON MACK	00029909	2015	65860	\$366.69	\$393.72
WATSON, ROBERT	WATSON, TONI	00035210	2015	65893	\$325.76	\$350.13
WATSON, ROBERT F JR		00029915	2015	65895	\$29.66	\$34.79
WEBB, KATHERINE ANN (HRS)		00006148	2015	66033	\$386.12	\$312.54
WEILAND, RONALD F		00045099	2015	66144	\$72.04	\$79.92
WEST, UNEEDA &	ROSS, RUTH (HRS)	00006312	2015	66405	\$96.23	\$105.69
WETHERBY, EVAN J		00051014	2015	66471	\$226.00	\$4.95
WHITAKER, MATTIE (HRS)	C/O EDNA DENISE WHITAKER	00057128	2015	66595	\$14.46	\$18.60
WHITAKER, WM H HRS & MARY A	C/O JERRY C WHITAKER	00040237	2015	66624	\$29.04	\$34.13
WHITE WELD & CO, INC C/O M SHONE	COMMERCIAL INTELLIGENCE SE ASIA PTE LT	00037722	2015	66629	\$895.28	\$956.67
WHITE, BRENDA	C/O BRENDA MCKEITHEN	97000091	2015	66677	\$152.32	\$165.42
WHITE, BRENDA L	C/O BRENDA MCKEITHEN	97000093	2015	66679	\$144.30	\$156.88

AA CONSTRUCTION PROPERTIES, LLC		00038269	2015	455	\$1,026.93	\$1,096.87
WHITE, WENDY MCINNIS &	BRIAN JEFFERY	94000135	2015	66797	\$344.09	\$17.66
WHITT, CAROLYN		00039227	2015	66893	\$93.56	\$102.85
WHITT, LINDA GRAY		20140137	2015	66896	\$294.48	\$316.82
WILLIAMS, ANGELA H (HRS)		00046190	2015	67176	\$451.53	\$484.08
WILLIAMS, ANGELA H (HRS)		00046191	2015	67177	\$451.53	\$484.08
WILLIAMS, ANGELA H (HRS)		00046192	2015	67178	\$451.53	\$484.08
WILLIAMS, ANGELA H (HRS)		00046193	2015	67179	\$451.53	\$484.08
WILLIAMS, ANGELA H (HRS)		00046194	2015	67180	\$451.53	\$484.08
WILLIAMS, ANGELA H (HRS)		00046195	2015	67181	\$444.00	\$476.06
WILLIAMS, ANGELA H (HRS)		00046196	2015	67182	\$444.00	\$476.06
WILLIAMS, HUBERT C F HRS	C/O MILDRED JOHNSON	00045155	2015	67507	\$355.55	\$381.86
WILLIAMS, JEFFREY C		00030351	2015	67556	\$67.24	\$74.81
WILLIAMS, JEFFREY C		10002198	2015	67557	\$73.28	\$81.24
WILLIAMS, JOERETHIA		00992409	2015	67580	\$19.10	\$23.54
WILLIAMS, JOHN A	WILLIAMS, ALICE	20130074	2015	67582	\$18.86	\$23.29
WILLIAMS, JOHNNY B JR & REGINA	C/O BB&T SPECIAL ASSETS DEPT	99000659	2015	67592	\$15.20	\$19.39
WILLIAMS, KIMBERLY ANNE		00033160	2015	67621	\$587.53	\$7.77
WILLIAMS, LOLA MCCALL (HRS)		00040390	2015	67679	\$40.48	\$46.31
WILLIAMSON, CARL	C/O DEBORAH WILLIAMSON	00013756	2015	67974	\$263.06	\$283.36
WILLIAMSON, CARL	C/O DEBORAH WILLIAMSON	00013757	2015	67975	\$235.10	\$253.58
WILLIAMSON, DOYLE RAY (LE)		00013761	2015	67999	\$167.86	\$91.07
WILLIAMSON, JOHN (HRS)		95000501	2015	68012	\$91.76	\$100.92
WILLIAMSON, ROGER E	WILLIAMSON, JANNIE	20140274	2015	68075	\$131.48	\$143.22
WILLIS, BETSY	C/O MARY WILLIS SMITH	00040445	2015	68104	\$106.84	\$116.99
WILLS, MARY LUDWIG (HRS)		00022037	2015	68122	\$549.69	\$588.62
WILSON, DENISE CASSAN		00028203	2015	68180	\$106.91	\$4.49
WILSON, JANE B		00004655	2015	68225	\$731.22	\$32.15
WILSON, LAWRENCE D		20050088	2015	68273	\$201.54	\$217.84
WINDSOR, SAM (HRS)		00013811	2015	68404	\$40.12	\$45.93
WOOD, BETTY MARIE		00010838	2015	68678	\$717.32	\$827.14
WOODLAKE PROPERTIES, INC		00042366	2015	69411	\$185.86	\$197.95
WOODLAKE PROPERTIES, INC		00042367	2015	69412	\$127.13	\$135.39
WOODLAKE PROPERTIES, INC		00042923	2015	69413	\$98.88	\$105.31
WOODLAKE PROPERTIES, INC		00043618	2015	69414	\$16.95	\$18.06
WOODLAKE PROPERTIES, INC		00044336	2015	69415	\$16.95	\$18.06
WOODLAKE PROPERTIES, INC		00044486	2015	69416	\$72.04	\$76.72
WOODLAKE PROPERTIES, INC		00044497	2015	69417	\$67.80	\$72.21
WOODLAKE PROPERTIES, INC		00044656	2015	69418	\$127.13	\$135.39
WOODLAKE PROPERTIES, INC		00045064	2015	69420	\$72.04	\$76.72
WOODLAKE PROPERTIES, INC		00045280	2015	69421	\$127.13	\$135.39

AA CONSTRUCTION PROPERTIES, LLC		00038269	2015	455	\$1,026.93	\$1,096.87
WOODLAKE PROPERTIES, INC		00045289	2015	69422	\$127.13	\$135.39
WOODLAKE PROPERTIES, INC		00045792	2015	69423	\$72.04	\$76.72
WOODLAKE PROPERTIES, INC		00057465	2015	69424	\$155.20	\$165.29
WOODLAKE PROPERTIES, INC		00057469	2015	69425	\$155.20	\$165.29
WOODLAKE PROPERTIES, INC		00057473	2015	69426	\$155.20	\$165.29
WOODLAKE PROPERTIES, INC		00045063	2015	69419	\$14.13	\$15.05
WOODS, MARGIE CAVINESS		00990355	2015	69467	\$144.36	\$156.94
WOODS, MAZIE F & ROBIN RAY		00013835	2015	69469	\$40.17	\$45.98
WOOTEN, ALISHA MONIQUE		00038307	2015	69502	\$12.02	\$3.37
WOOTEN, LULA BELLE HRS		00007232	2015	69510	\$123.06	\$134.25
WORTHY, SAM (HR5)		00007237	2015	69558	\$89.38	\$98.39
WRENCHER, CHARLES & GERUSHIA		00007241	2015	69569	\$207.76	\$224.47
WRENCHER, CHARLES L JR		00007240	2015	69570	\$81.05	\$48.69
WRIGHT, DAVID HAROLD JR		00000319	2015	69602	\$262.78	\$283.06
WRIGHT, MARK RICHARD	WRIGHT, DEBBIE BOONE	00011332	2015	1000260	\$19.25	\$20.50
WRIGHT, MARK RICHARD	WRIGHT, DEBBIE BOONE	00011332	2015	1000261	\$20.90	\$24.14
YOUNG, EVELYN HRS	C/O MAMIE SMITH	00040615	2015	69936	\$72.66	\$80.58
YOW, IRENE SALMON		00007285	2015	70020	\$138.71	\$5.10
ZANDERS, CLARA E		00007289	2015	70096	\$281.49	\$303.00
ZANDERS, CLARA E		20020211	2015	70097	\$85.60	\$94.37
ZURN, RANDY J & LISA K		00006815	2015	70256	\$700.71	\$749.45
					\$274,432.06	\$221,243.32

Name	Unpaid Principal	Year	Cat	Bill	Acct
AGUILAR, HERMAN BALDEMAR JIMEN	12.38	2015	25	106	531395
ALDRIDGE, WILLIAM ELLIS JR	38.98	2015	25	131	685750
ALLEN, FRANCES TERESA & LARRY DONELLE	12.50	2015	25	146	97002006
ALVEAR, HERIBERTO ESTRAD	12.38	2015	25	196	1395750
ANDRE, AMBER	20.64	2015	25	234	1639860
APAEZ, ERIKA CARALAN	41.09	2015	25	253	1764190
ARBAIZA, BERTHA LOPEZ	6.22	2015	25	264	1826096
ATWELL, KEVIN CHRISTOPHER	55.01	2015	25	323	120567
BAILEY, MARGIE HONEYCUTT	33.31	2015	25	371	2868290
BAKER, MATTHEW &	47.03	2015	25	1001142	3088810
BARBER, MICHAEL	33.13	2015	25	410	3534100
BARTON, MARY OPAL	14.17	2015	25	439	4144195
BAXTER, HEIDI KENNEDY	30.15	2015	25	462	4375475
BEAN, PATRICIA D	7.86	2015	25	477	4533390
BEASLEY, LEWIS LEON	5.29	2015	25	1001179	4591090
BLUE'S CROSSING CUSTOM FRAME SHOP	50.33	2015	25	635	97007935
BLUES CROSSING BARBERSHOP	50.33	2015	25	659	97004276
BOOGIES BARN	61.88	2015	25	691	97008538
BOSTIC, BILLY	59.78	2015	25	706	97004679
BOTANICALS	51.77	2015	25	710	99004617
BRADLEY, NAPOLEON &	17.22	2015	25	744	8095300
BRADY, MARCUS JOHN	9.41	2015	25	756	8225050
BRADY, RICHARD	37.92	2015	25	757	8240960
BRANCH, MICHAEL LAMONT	24.27	2015	25	771	8343050
BRANCHING OUT	1.19	2015	25	772	99006087
BRAVO, MIGUEL MARTINEZ	61.47	2015	25	775	8406560
BRAVO, REYES MARTINEZ	6.22	2015	25	776	8406570
BRENNEMAN, KENNETH CONRAD	6.22	2015	25	778	8486590
BRITT, DANNY JOE JR &	83.25	2015	25	812	9065450
BRITT, REX ALAN	8.96	2015	25	823	9141450
BROWER, GREGORY RYAN	39.56	2015	25	842	9551790
BROWER, JAMES MICHAEL	6.33	2015	25	843	9572700
BROWER, KRISTIN NACOLE	7.46	2015	25	844	97011014
BROWN, PATRICIA	180.42	2015	25	886	10345100
BRYAN, JEFFREY JAMES	6.22	2015	25	906	10752395
BURRIS, THELMA	13.87	2015	25	969	11656750
BUSTAMANTE, APOLONIO BARRITA	12.38	2015	25	975	100003007
C & C MODULAR	13.99	2015	25	993	97008568
CADDELL, SAMANTHA OXENDINE	116.82	2015	25	1018	12302425
CAGLE, JOHNNY	6.22	2015	25	1038	97010193
CAGLE, RICHARD	6.22	2015	25	1042	12540500
CAMERON HEATING & AIR	6.22	2015	25	1059	12875330
CAMPBELL, JIMMIE LEE	6.22	2015	25	1084	97000913
CAROLINA CENTER FOR PAIN PA	413.45	2015	25	1185	97007915
CARR, DENNIS F	23.43	2015	25	1226	14034880
CAVINESS, SHIRLEY LOUISE	11.93	2015	25	1283	97009847

Name	Unpaid Principal	Year	Cat	Bill	Acct
CEDAR PINE LAWN & LANDSCAPE SERVICES	31.08	2015	25	1293	97008209
CHAFFIN, WELDON	29.69	2015	25	1306	14929500
CHAMBERS, DAVID	12.37	2015	25	1308	15042500
CHAPMAN, BRANDY SHEY-CATHERINE	74.63	2015	25	1311	120661
CHISHOLM, CHRISTOPHER L	6.22	2015	25	1371	97010813
CHRISTOPHER, LEE ALDERMAN	20.33	2015	25	1393	97010827
COKELY, BONNIE LEE	10.19	2015	25	1502	16808250
COLLINS, BENJAMIN KEITH	12.43	2015	25	1527	97009125
COMMUNITY TOWING & AUTO LLC	50.33	2015	25	1559	97008248
CONDOTELS OF PINEHURST INC	11.38	2015	25	1566	99004572
CONN, KEVIN REEVES	21.56	2015	25	1568	97009127
CONN, KEVIN REEVES	26.96	2015	25	1001249	97009127
COOK, SHERRY	8.64	2015	25	1597	18101300
COOKE, JEREMY KEKAI	1.78	2015	25	1599	97010856
COTTON, RICKY	6.22	2015	25	1632	18594090
COX, JERRY LEE & GWENDOLYN L	12.50	2015	25	1651	18887000
CRANFORD, TONYA PHILLIPS	12.99	2015	25	1665	97000829
CRAVEN, CHARLES	17.24	2015	25	1667	19202660
DAVIS, RICHARD BRYAN	75.54	2015	25	1001034	97012977
DAVIS, SCOTTIE G	12.99	2015	25	1825	21521885
DEANS GOLD N GUNS	53.91	2015	25	1868	97010958
DOGWOOD FARMS INC	30.28	2015	25	1996	97002814
DONNELLY, ANDY EUGENE	11.99	2015	25	2022	23009050
DONOVAN, PETER A & LINDSEY R	42.63	2015	25	1001252	23054800
DOUGLAS, TIFFANY DANIELLE	86.13	2015	25	2033	23204790
DOWN MEMORY LANE COLLECTIBLES & ANTIQUE	50.33	2015	25	2044	97008111
DOWNS, ALDEN	61.88	2015	25	1001161	97010086
DUFFY, PAUL JOSEPH	22.76	2015	25	2065	23770760
DUPREE, FLOYD PATTERSON	18.20	2015	25	2101	100002794
EAST COAST CROSSFIT	47.58	2015	25	2116	97004055
EDMISTEN, DONALD RAY	19.82	2015	25	2137	24621450
EDMISTEN, RICHARD E	24.42	2015	25	2139	24626200
EL VAQUERO MEXICAN RESTAURANT	43.55	2015	25	2154	99001650
ELLIOTT, BRYCE S	37.92	2015	25	2175	25103500
ENGLISH, STEVEN & HARRIET	16.79	2015	25	2189	25410890
ERIC PAYNE BUILDERS	24.56	2015	25	2205	99005725
ESCAMILLA, J CRUZ FLORES	6.22	2015	25	2208	25528955
EVANS, BARRY CEDRIC	88.12	2015	25	2216	25617800
EVANS, MICHAEL EUGENE	23.79	2015	25	1001257	97013235
FAT BELLIES FISH & CHIPS	47.58	2015	25	2271	97004027
FAULK, PAMELA SUE	6.22	2015	25	2275	26176390
FISH, SIDNEY ADAMS	2.59	2015	25	2397	26977390
FIX & FLEX, INC	54.34	2015	25	2406	99005178
FOSTER, ROBIN DENISE	48.74	2015	25	2460	27739880
FRITZ, MATTHEW WILLIAM	11.19	2015	25	2510	97001376
FRYE, ROBIN G	40.46	2015	25	2524	29118900

Name	Unpaid Principal	Year	Cat	Bill	Acct
FRYE, ROBIN G	11.61	2015	25	2525	97005663
FRYE, THOMAS ALEXANDER JR	19.27	2015	25	2529	43034590
FRYE, THOMAS LEIGHTON	44.62	2015	25	2530	29167400
GALLIMORE, CARL	101.86	2015	25	2561	29810490
GALLIMORE, JOHN CARL JR	29.24	2015	25	2563	29812699
GARCIA, JUAN CARLOS VALLEJO	19.21	2015	25	2580	29899840
GARCIA, JUAN CARLOS VALLEJO	8.82	2015	25	2581	29899840
GARNER, ANGELA BAUGUS	6.22	2015	25	2594	30024100
GEORGE, STEVEN	39.41	2015	25	2723	7838690
GIBSON, MICHAEL KEVIN	9.94	2015	25	2738	31498490
GLOVER, RANDY LEE	35.11	2015	25	2760	32006300
GOMEZ, JESUS SANCHEZ	29.15	2015	25	2778	32343075
GONZALES, ANCELMO GONZALES	11.81	2015	25	2780	32351860
GONZALEZ, SILVIA SANCHEZ	12.56	2015	25	2789	32355560
GONZALEZ-DIAZ, MIGUEL ANGEL	63.77	2015	25	2791	97000494
GOUTIER, CLARA VELIA	42.08	2015	25	2811	32662090
GRAHAM, JOHN	9.33	2015	25	2815	32863100
GREENE, LARRY WAYNE	18.08	2015	25	2866	33318060
GREGORIO, ESTHER LOPEZ	10.07	2015	25	2874	33421260
GRIMSTEAD, MELVA	57.56	2015	25	2878	33657890
GROOMS, DENNIS	48.88	2015	25	2880	33695450
GYPSY'S CHARM ANTIQUES	48.21	2015	25	2953	97008542
HALL, KENNETH ALLEN	6.22	2015	25	2970	34403450
HALSTEAD, MARY K	15.41	2015	25	2980	34543600
HANCOCK, CAROLYN COOK	13.61	2015	25	2990	97003581
HANCOCK, RONALD GLENN	32.76	2015	25	2998	34766550
HARMON, MAE	6.22	2015	25	3024	35301390
HARPER, JOHNNY	27.04	2015	25	3030	35360290
HARRIS, ANTHONY GERALD	13.06	2015	25	3042	35622375
HARRIS, HOWARD M III	57.56	2015	25	3045	35723800
HARRIS, JESSI LENA JONES	108.74	2015	25	3046	35751250
HARRIS, MARTHA PEARCE	13.99	2015	25	3048	97009170
HARRIS, PATRICIA	47.67	2015	25	3049	35815820
HEFLIN, DWAYNE LEWIS	9.38	2015	25	3095	36691760
HELMS, DAVID E	7.33	2015	25	3098	36787695
HERNANDEZ-RODRIGUEZ, XIOMARA REBECCA	31.08	2015	25	1001268	97013237
HOBGOOD, BRENT L	31.08	2015	25	1000654	37963450
HOLDEN, GERALD	39.18	2015	25	3181	97010301
HORNER, MARA MCNEIL	49.72	2015	25	3223	38864000
HORNER, RONNIE GENE	14.30	2015	25	3225	97009175
HORNER, RONNIE GENE	15.54	2015	25	1001269	97009175
HORTON, ANTHONY	54.82	2015	25	3228	38934250
HORTON, JACKIE	73.53	2015	25	3230	38941290
HOWELL, ELIOT J	24.35	2015	25	3251	39173310
HUBBARD, DOUGLAS J JR	2.11	2015	25	1001164	39270150
HUDSON, CHACE	8.09	2015	25	3263	97010912

Name	Unpaid Principal	Year	Cat	Bill	Acct
HUDSON, KENNETH	27.46	2015	25	3265	39349790
HUNSUCKER, JAMES MADISON IV	19.58	2015	25	3282	39635850
HUSSEY, CARRIE BETH	46.79	2015	25	3293	100002772
HUSSEY, EVA IRENE	12.43	2015	25	3298	40028060
HUSSEY, JACK VERNON	19.82	2015	25	3299	40084550
JACKSON, ANTHONY H	12.15	2015	25	3377	40882590
JACKSON, LARRY D	99.24	2015	25	3388	41075650
JACKSON, LARRY JUNIOR II	3.79	2015	25	3389	100003921
JARAMILLO, DAVID B	11.93	2015	25	3411	41381300
JOHNSON, ANTHONY PAUL	6.22	2015	25	3446	42129380
JUAREZ-MIRELES, ADRIAN	81.10	2015	25	3495	100002635
JUSTICE, CARL G	25.49	2015	25	3500	43378395
KAYCIE'S DOWNTOWN DINER LLC	10.78	2015	25	3516	97005403
KEADY, ALAN VINCENT	6.71	2015	25	3518	43557290
KELLY, GERALD RIVES	62.53	2015	25	3534	43909360
KENT, JIMMY RAY	19.82	2015	25	3570	44532000
KEY, THELMA E	10.73	2015	25	3591	44810590
KUJAWSKI, PATRICK JACOB	25.17	2015	25	1001277	97013366
LANKFORD, GARY ALAN	8.45	2015	25	3708	46631500
LARA, SANTANA	25.49	2015	25	3709	46664425
LAWN & TENNIS RACQUET &	11.27	2015	25	3735	46979800
LAWSON, BRONZIE HAROLD IV	14.30	2015	25	3738	97009192
LEAK, SARAH	63.02	2015	25	3748	47249200
LEGRAND, MARICE	38.73	2015	25	3774	47542800
LEGRANDE, ANDRE DEMONE	56.31	2015	25	3776	97010459
LITTLE TEAPOT CHILDCARE CENTER	301.91	2015	25	3826	99005538
LITTLE, JAMES R	44.81	2015	25	3829	48453800
LITTLE, LESSIE JEAN	41.20	2015	25	3831	97002290
LLOYD, SHERRY	20.64	2015	25	3843	48601100
LOCKLEAR, HEATHER L	21.13	2015	25	3852	48691300
LOCKLEAR, WOODROW JR	6.22	2015	25	3855	48718750
LOURO, JOSEPH ERIC	11.50	2015	25	3879	49638350
LOWERY, BARBARA C	6.22	2015	25	3890	49788090
LUCAS, SHARON	19.82	2015	25	3901	49907850
LULA'S CAFE	20.11	2015	25	3912	99004621
MAB ACCOUNTING COMPANY, LLC	2.21	2015	25	3935	99005117
MABE, JACKY DON	23.18	2015	25	3938	50337690
MABE, JEREMY	34.87	2015	25	3940	50339680
MACKEY, JOSEPH C	10.79	2015	25	3957	50507500
MAGNOLIA FAMILY DENISTRY	52.00	2015	25	3967	99004608
MAMA'S KITCHEN	578.62	2015	25	3976	50776800
MANDUJANO, ALICIA DOMINGUEZ	16.79	2015	25	3978	50779800
MANESS, EARNESTINE R	105.21	2015	25	3987	51032560
MANESS, WENDELL HILBERT JR	9.30	2015	25	4003	51410390
MANUEL, MANUEL FRANCISCO	7.33	2015	25	4011	84000
MANUEL, MANUEL FRANCISCO	50.59	2015	25	4012	84000

Name	Unpaid Principal	Year	Cat	Bill	Acct
MARSH, RAYMOND	9.50	2015	25	4074	52166525
MARSH, RAYMOND	55.01	2015	25	4075	52166525
MARSH, RAYMOND	15.54	2015	25	1001284	52166525
MARSH, RODNEY W	6.22	2015	25	4076	52175490
MARTINEZ, REYES BRAVO	6.22	2015	25	4108	52677080
MARTINEZ, ULISES AGUILAR	6.22	2015	25	4110	52677390
MASHBURN, EMMANUEL J	23.79	2015	25	1001285	97012514
MASHBURN, JUDY	26.48	2015	25	4121	52741790
MASHBURN, PAUL ANDERSON	16.09	2015	25	4123	97010309
MASSEY, WILLIAM DOUGLAS	32.32	2015	25	4129	52829420
MATTHEWS, WILLIAM LEON	42.08	2015	25	4153	97009564
MAXTED, DARREN JAMES	19.65	2015	25	4157	97010218
MCCLAIN, CHARLES KEITH	58.24	2015	25	4177	53868450
MCCRAE, YOLANDA M	6.22	2015	25	4182	56041350
MCCRIMMON, DELORES	6.22	2015	25	4187	54146900
MCCRIMMON, EDWARD LEE HRS	5.60	2015	25	4188	54153520
MCDONALD, BRENTON R	11.45	2015	25	1000810	97012621
MCDONALD, MARY PATE	10.73	2015	25	4204	54687475
MCINNIS, MARVIN C	15.10	2015	25	4226	55209200
MCKENZIE, MICHAEL BRENT	41.45	2015	25	4242	55807690
MCLEAN'S MOBILE DETAILING	45.66	2015	25	4263	99006002
MCLELLAN, JANI DIANE	8.58	2015	25	4266	97002633
MCLEOD, IRVIN CLARENCE	8.64	2015	25	4271	56476420
MCLEOD, MICHAEL DANIEL	6.22	2015	25	4273	56539910
MCLEOD, RITA MAE	9.80	2015	25	4276	56362560
MCMILLAN, BERNES	11.99	2015	25	4281	56683490
MCMILLIAN, WILLIAM	29.91	2015	25	4287	56766850
MCNEILL, ALFRED LAMONT	9.14	2015	25	4316	56911000
MCNEILL, CHRISTINE	35.61	2015	25	4323	56987750
MCNEILL, DANIEL ETHAN	22.44	2015	25	4327	97005972
MCNEILL, DARRELL GARVIN	12.50	2015	25	4328	57020550
MCRAE, ROI ORRIN	23.00	2015	25	4351	57649750
MEDINA, LEONOR DE LA CRUZ	36.99	2015	25	4359	57811750
MEDLIN, BRANDI	6.22	2015	25	4363	57830795
MICHALSKI, MATTHEW JOHN	47.03	2015	25	1000559	97012629
MIDWAY GLASS & MIRROR	92.27	2015	25	4422	99006018
MINCEY, TIMOTHY WAYNE	18.65	2015	25	4435	97010185
MITCHELL, BELINDA	27.53	2015	25	4451	59034590
MONROE, KARI ANN	19.33	2015	25	4485	59508090
MONROE, NEAL SANDERS	134.36	2015	25	4487	59597590
MOORE MUSIC LLC	47.58	2015	25	4510	97004503
MOORE, JOHNNY E & AMY T	10.38	2015	25	4520	60159150
MORALES, DEBRA PEREZ	93.75	2015	25	4535	60355210
MOSHER, PENNY B	6.55	2015	25	4571	61262790
MUZAK, LLC	1.01	2015	25	4604	99003072
MUZAK, LLC	1.96	2015	25	4605	99003072

Name	Unpaid Principal	Year	Cat	Bill	Acct
NANA'S DELI	47.58	2015	25	4629	97008544
NEEDHAM, JOHN & CRYSTAL	13.06	2015	25	4663	62391890
NEVAREZ, JOSE ELIAS JR	15.04	2015	25	4676	62621990
NGUYEN, DON	20.03	2015	25	4695	62810550
NGUYEN, THUY THANH	97.22	2015	25	1000563	97012640
NORRIS, WILLIAM A	48.74	2015	25	4719	97004861
NORTHCUTT, MARSHALL EVERETT	22.54	2015	25	4725	97010388
NOWRANG, BENI	12.73	2015	25	4740	63298390
NUNNERY, CHRISTINA M	6.22	2015	25	4750	63325850
OGLE, LINDA H	11.50	2015	25	4771	63802070
OLD BUGGY INN	153.12	2015	25	4773	99005218
ORELLANA, OSCAR VICEN	6.22	2015	25	4798	64078590
ORELLANA, SANTOS	6.22	2015	25	1000309	64084600
ORTEGA, FABIOLA LIRA	12.38	2015	25	4802	64123990
ORTIZ COBOS, ANA DELIA	21.45	2015	25	4803	117242
PALLETS PLUS	64.08	2015	25	4849	99006013
PAST TIMES	31.24	2015	25	4879	99006118
PATTERSON, JAMES HOOVER III	14.80	2015	25	4888	65405950
PAYNE HOME INSPECTIONS	31.08	2015	25	4898	97004101
PENDERGRASS, JASON LEROY	14.30	2015	25	4913	97009237
PEREZ, ANDRES AGUIRRE	12.43	2015	25	4939	97009238
PEREZ-SAAVEDRA, MA GUADALUPE	6.22	2015	25	4943	100002301
PERSON, JARVIS L	6.22	2015	25	4954	66157180
PERSON, MONICA A	28.77	2015	25	4957	66188800
PERSON, SHELBI	45.74	2015	25	4960	66221400
PERSON, YVONNE	4.59	2015	25	4961	66253700
PETTY, ELMA	6.22	2015	25	4967	66440750
PHILLIPS, EDWARD	6.71	2015	25	1000573	66596600
PINA, ARLENE	19.27	2015	25	5011	97005151
PINEHURST-SOUTHERN PINES AREA ASSOC OF	60.00	2015	25	1000016	97010890
PLATT, DARRIN J	53.82	2015	25	1000880	69008200
PRESLEY, CATHY COLLIER	9.89	2015	25	5194	97010891
PRIME ALGO FINANCIAL LLC	11.47	2015	25	5205	100002343
PRINCE, PEGGY L	17.22	2015	25	5207	70005100
PROMISELAND GRADING LLC	7.68	2015	25	5214	70090200
PURCELL, KARL MATHIS	19.02	2015	25	5234	70258100
PURVIS, CHRISTOPHER DANIEL	15.54	2015	25	1001300	97013279
QUALITY BUILT HOMES INC	76.09	2015	25	5249	99005594
QUICK, GURNEY LEE DEANDRA	9.05	2015	25	5260	70669790
RALM, INC	16.10	2015	25	5290	99005694
RAMIREZ-BAEZA, RAYMUNDO	6.22	2015	25	5298	70908855
RANGEL, JOSE LUIS-MEJIA	7.23	2015	25	5306	70972350
RATLIFF, TEYANNA MARIE	6.33	2015	25	5313	71094660
RAY, ANGELA MARIE	23.25	2015	25	5316	71130200
RAY, LORENZO JASPER	6.22	2015	25	5324	71210560
REBORN VINTAGE FURNISHINGS	31.08	2015	25	5339	97009401

Name	Unpaid Principal	Year	Cat	Bill	Acct
REVIVED COMPUTER SERVICES	56.41	2015	25	5417	99006235
REYNOLDS, RACHAEL MARIE	57.56	2015	25	5425	71976450
RHONDA R. COWAN	47.44	2015	25	5433	99005886
RICHARDSON, TAMMY JUNE	10.88	2015	25	5459	72434100
RICHARDSON, YOLANDA	6.22	2015	25	5462	72339395
RING, ANN	20.64	2015	25	5481	72756150
RITCHIE, BARRY	17.22	2015	25	5497	72874985
ROBBERTS, LUKE AARON	12.43	2015	25	5526	97009247
ROBINSON, JEREMY	15.21	2015	25	5552	73632290
ROBINSON, JOSHUA	15.54	2015	25	1001306	100000736
ROBINSON, JOSHUA	105.16	2015	25	1000579	100000736
ROBINSON, THERESA	57.56	2015	25	5556	97010213
RODRIGUEZ, KARINA ZAMORA	16.79	2015	25	5574	73778445
RODRIGUEZ, LISA MARIE	21.75	2015	25	5575	73878600
ROMERO, CARLOS	10.79	2015	25	5586	74036560
RORIE, FLOYD LEE	6.22	2015	25	5593	74083000
ROSS, RAYMOND JOSEPH	6.22	2015	25	5604	74264710
ROWE, DYLAN	9.52	2015	25	5616	97005961
SANCHEZ, GERARDO VIVEROS	26.10	2015	25	5702	75131690
SANDERS, JAMES E	27.44	2015	25	5709	75252697
SANDHILL SERVICES	36.09	2015	25	5722	99004690
SANDHILLS BRIDGE STUDIO	28.87	2015	25	5731	99004043
SANDHILLS CERAMIC TILE	46.77	2015	25	5733	99005987
SAUNDERS, JUSTIN LEE	9.33	2015	25	5780	75724350
SCOTT, SHARON E	31.26	2015	25	5819	5158790
SEAGRAVES, CHARLES WESLEY	35.07	2015	25	5831	76688800
SERRANO'S TIRES & SAVE MORE CAR REPAIRS	53.91	2015	25	5852	97009288
SEVEN LAKES BODY SHOP	22.40	2015	25	5855	99006137
SEXTON, CLARENCE GLENN JR	216.14	2015	25	1000592	97012667
SHANE'S BARBER SHOP	50.33	2015	25	5868	97004035
SHAW, DONALD WAYNE	57.49	2015	25	5871	77650490
SHAW, RANDALL SCOTT	9.70	2015	25	5873	97000750
SHEFFIELD, KELLY RYAN	6.22	2015	25	5879	97006093
SHORT'S ELECTRIC	43.20	2015	25	5907	78623395
SHORT, GREGORY	7.52	2015	25	5908	78557300
SHUE, JAMES EMORY JR	39.41	2015	25	5915	97005115
SIDES, VIVIAN LEE	9.38	2015	25	5919	78738200
SISTARE, JOSEPH LYNN	20.01	2015	25	5946	79356000
SMITH, JENNIFER ELAINE	6.22	2015	25	5980	80249500
SMITH, MARY SHELL	6.22	2015	25	5997	80454400
SMITH, STEVEN JAMES	34.69	2015	25	6003	80691250
SOUTHERN CONSTRUCTION OF	11.67	2015	25	6043	81132650
SOUTHERN WHEY INC	47.58	2015	25	6071	97004109
SPIVEY, CATHY MOORE	16.65	2015	25	6095	81650690
STACK, IAN CHRISTOPHER	4.59	2015	25	1000600	97012678
STANFORD, MICHAEL	94.78	2015	25	6121	97010402

Name	Unpaid Principal	Year	Cat	Bill	Acct
STEALTH PROPERTIES, LLC	44.35	2015	25	6144	99005973
STEPHENS, DONALD T	6.22	2015	25	6152	82341585
STEPHENS, DONALD THURSTON	95.53	2015	25	6153	82341590
STEPHENS, SHARONDA DENISE	12.81	2015	25	6157	97001104
STEVENS, CATHY	6.22	2015	25	6168	82506320
STEWART, JAMES STANLEY	6.22	2015	25	6174	82633450
STOCUM, JOSEPH KYLE	12.31	2015	25	1000602	82816025
STOCUM, JOSEPH KYLE	15.54	2015	25	1001315	82816025
STOCUM, LEWIS JACOB	6.84	2015	25	6187	82823090
STOUT, BILLY SHANE	28.71	2015	25	6197	82965790
STURDIVANT, ERIC	35.61	2015	25	6216	83354390
SUGARPLUMS MOM LLC	47.58	2015	25	6226	97008547
SUNSHINE LEARNING CTR OF THE SANDHILLS	23.46	2015	25	3278	97011924
SYLVESTER WOODLAND	31.08	2015	25	6264	97009416
TAYLOR, ALAN DAWSON	12.43	2015	25	6303	84451300
TAYLOR, BOBBIE KAY	14.30	2015	25	6305	84474440
TAYLOR, CHARLES DANIEL	14.17	2015	25	6307	84491295
TELLEZ, ALONZO ROMERO	45.50	2015	25	6334	84828390
TERRY, IVY ROBINSON	14.12	2015	25	6347	84904450
THE CAROLINA	310.75	2015	25	6361	99006730
THOMAS, GARY B JR & CARRIE M	40.32	2015	25	6438	85558190
THOMPSON, JAMES R	1.26	2015	25	6465	86144750
THURBER, CAMMY DICKINSON	6.22	2015	25	6474	86394450
TOWNSEND, WILLIAM BROOKS III	41.20	2015	25	6536	86829850
TRETTER, ALICIA MARIE	12.43	2015	25	6549	97009260
TRUELOVE, SHAWN	37.79	2015	25	6572	87107690
TUCKER, JEWETT E	9.73	2015	25	6575	87158395
UNDERDOWN, RICHARD GLENN II	15.76	2015	25	6607	8779300
UTLEY, RUTH	6.22	2015	25	6669	88034750
VALERIAMO, JAMIE GARCIA	15.41	2015	25	6677	88067190
VASQUEZ, NOHEMI	6.22	2015	25	6694	69105690
VELSOR, WILLIAM M	42.08	2015	25	6707	88405825
VERTIZ, KINA	14.80	2015	25	6721	88452180
VICTORIA'S PRECIOUS BABIES HOM	18.95	2015	25	6737	99005533
VILLALBA, MODESTO	19.99	2015	25	6743	100002300
WALKER, JOSIE	6.22	2015	25	6784	89057830
WALKER, MICKEY ROBERTSON	31.19	2015	25	1001614	89080125
WALL, CONSTANCE R	2.13	2015	25	6786	89120350
WALLACE, EVELYN	7.52	2015	25	6793	89306700
WARD & LUNDAY LLC	42.63	2015	25	6805	97009432
WEBB, MICHELLE	35.61	2015	25	6844	90224990
WGSS FENCE GATES N RAILS	50.33	2015	25	6919	97004413
WHEELER, STEVEN J	9.52	2015	25	6920	90792920
WHITE, DWAIN LEE	6.22	2015	25	6937	91079400
WHITE, LEROY MCSWAIN	6.22	2015	25	6940	91157500
WHITE, RONALD LEE	116.03	2015	25	1000617	97012705

Name	Unpaid Principal	Year	Cat	Bill	Acct
WHITE, STEVEN WILLIAM	23.52	2015	25	1001326	97013390
WICKER, BOBBY & AUDREY	15.41	2015	25	6948	97006268
WICKER, RICKEY CURTIS JR	70.97	2015	25	6951	91606510
WILKES, ALAN	6.22	2015	25	6963	91739080
WILLIAMS, KENNETH DEATON	214.90	2015	25	1000908	97012757
WILLIAMS, SAMUEL GRILL	58.46	2015	25	1000020	97009067
WILLIAMS, SAMUEL GRILL	13.84	2015	25	7025	97009067
WILLIAMS, VERA	24.98	2015	25	7034	93126900
WILLIAMSON, LETTIE IRENE	6.22	2015	25	7044	93416560
WILLS, WILLIAM BURKE II	46.55	2015	25	7051	93538530
WILSON, CHARLES JASON JR	35.94	2015	25	7052	97005128
WOOD PRODUCTS OF NORTH CAROLINA LLC	14.30	2015	25	7082	97008622
WOODLAKE PARTNERS	4,513.66	2015	25	7094	94403800
WOODLAND, SYLVESTER C	15.54	2015	25	1001331	97007021
WORTHY, THOMAS JOSEPH	1.34	2015	25	7102	95568200
YOW, ALAN	33.44	2015	25	7145	99000485
YOW, JACKIE S	47.29	2015	25	7146	96250350
YOW, LINDA JEAN	13.80	2015	25	7147	96266150
Total Unpaid Principal	17,009.42				

Customer Account	Name 1	Name 2	Property Code	Bill Year	Bill Number	Bill Amount	Total Due
531395	AGUILAR, HERMAN BALDEMAR JIMEN		22886	2015	106	\$12.38	\$13.18
685750	ALDRIDGE, WILLIAM ELLIS JR		23769	2015	131	\$38.98	\$41.52
97002006	ALLEN, FRANCES TERESA & LARRY DONELLE		26916	2015	146	\$12.50	\$13.31
1395750	ALVEAR, HERIBERTO ESTRAD		20325	2015	196	\$12.38	\$13.18
1639860	ANDRE, AMBER		20468	2015	234	\$20.64	\$21.97
1764190	APAEZ, ERIKA CARALAN		20530	2015	253	\$41.09	\$43.75
1826096	ARBAIZA, BERTHA LOPEZ		20571	2015	264	\$6.22	\$6.62
120567	ATWELL, KEVIN CHRISTOPHER	ATWELL, BRIANA OWEN	27799	2015	323	\$55.01	\$58.59
2868290	BAILEY, MARGIE HONEYCUTT		21274	2015	371	\$33.31	\$35.48
3088810	BAKER, MATTHEW &	GALINA PODOLYAK	29807	2015	1001142	\$47.03	\$50.09
3534100	BARBER, MICHAEL		21745	2015	410	\$33.13	\$35.29
4144195	BARTON, MARY OPAL		22103	2015	439	\$14.17	\$15.09
4375475	BAXTER, HEIDI KENNEDY		22210	2015	462	\$30.15	\$32.12
4533390	BEAN, PATRICIA D		22334	2015	477	\$7.86	\$8.38
4591090	BEASLEY, LEWIS LEON		22383	2015	1001179	\$5.29	\$5.63
97007935	BLUE'S CROSSING CUSTOM FRAME 5SHOP		27863	2015	635	\$50.33	\$53.61
97004276	BLUES CROSSING BARBERSHOP		27320	2015	659	\$50.33	\$53.61
97008538	BOOGIES BARN		27961	2015	691	\$61.88	\$65.91
97004679	BOSTIC, BILLY		27370	2015	706	\$59.78	\$63.66
99004617	BOTANICALS	C/O CAROL DOWD	8503	2015	710	\$51.77	\$55.12
8095300	BRADLEY, NAPOLEON &	SPENCER, PATRICIA ANN	24607	2015	744	\$17.22	\$18.33
8225050	BRADY, MARCUS JOHN		24683	2015	756	\$9.41	\$10.01
8240960	BRADY, RICHARD		24697	2015	757	\$37.92	\$40.38
8343050	BRANCH, MICHAEL LAMONT		24773	2015	771	\$24.27	\$25.84
99006087	BRANCHING OUT	C/O WAYNE & LOIS LOWERY	10875	2015	772	\$158.81	\$1.20
8406560	BRAVO, MIGUEL MARTINEZ		24799	2015	775	\$61.47	\$65.46
8406570	BRAVO, REYES MARTINEZ		24800	2015	776	\$6.22	\$6.62
8486590	BRENNEMAN, KENNETH CONRAD		24865	2015	778	\$6.22	\$6.62
9065450	BRITT, DANNY JOE JR &	MELANIE LYNN	28812	2015	812	\$23.25	\$84.76
9141450	BRITT, REX ALAN		26626	2015	823	\$8.96	\$9.54
9551790	BROWER, GREGORY RYAN		25527	2015	842	\$39.56	\$42.12
9572700	BROWER, JAMES MICHAEL		25538	2015	843	\$6.33	\$6.74
97011014	BROWER, KRISTIN NACOLE		25549	2015	844	\$7.46	\$7.95
10345100	BROWN, PATRICIA	C/O BELINDA DIANE BROWN	20033	2015	886	\$180.42	\$192.15
10752395	BRYAN, JEFFREY JAMES		20065	2015	906	\$6.22	\$6.62
11656750	BURRIS, THELMA		20151	2015	969	\$13.87	\$14.77
100003007	BUSTAMANTE, APOLONIO BARRITA		26475	2015	975	\$12.38	\$13.18
97008568	C & C MODULAR		27988	2015	993	\$13.99	\$14.90
12302425	CADDELL, SAMANTHA OXENDINE		20192	2015	1018	\$56.82	\$120.52
97010193	CAGLE, JOHNNY		28551	2015	1038	\$6.22	\$6.62

Customer Account	Name 1	Name 2	Property Code	Bill Year	Bill Number	Bill Amount	Total Due
12540500	CAGLE, RICHARD		20217	2015	1042	\$6.22	\$6.62
12875330	CAMERON HEATING & AIR	CONDITIONING	20242	2015	1059	\$6.22	\$6.62
97000913	CAMPBELL, JIMMIE LEE		26630	2015	1084	\$6.22	\$6.62
97007915	CAROLINA CENTER FOR PAIN PA		27856	2015	1185	\$413.45	\$440.32
14034880	CARR, DENNIS F		20331	2015	1226	\$23.43	\$24.96
97009847	CAVINESS, SHIRLEY LOUISE		28487	2015	1283	\$11.93	\$12.70
97008209	CEDAR PINE LAWN & LANDSCAPE SERVICES		27922	2015	1293	\$31.08	\$33.11
14929500	CHAFFIN, WELDON		20371	2015	1306	\$29.69	\$31.61
15042500	CHAMBERS, DAVID		20374	2015	1308	\$12.37	\$13.17
120661	CHAPMAN, BRANDY SHEY-CATHERINE		27510	2015	1311	\$14.63	\$75.57
97010813	CHISHOLM, CHRISTOPHER L		28898	2015	1371	\$6.22	\$6.62
97010827	CHRISTOPHER, LEE ALDERMAN		28902	2015	1393	\$20.33	\$21.65
16808250	COKELY, BONNIE LEE	C/O WALTER MILLS	20489	2015	1502	\$10.19	\$10.86
97009125	COLLINS, BENJAMIN KEITH		28304	2015	1527	\$12.43	\$13.23
97008248	COMMUNITY TOWING & AUTO LLC		27932	2015	1559	\$50.33	\$53.61
99004572	CONDOTELS OF PINEHURST INC		8460	2015	1566	\$11.38	\$12.11
97009127	CONN, KEVIN REEVES		28306	2015	1568	\$21.56	\$22.95
97009127	CONN, KEVIN REEVES		28306	2015	1001249	\$26.96	\$28.71
18101300	COOK, SHERRY		20560	2015	1597	\$8.64	\$9.20
97010856	COOKE, JEREMY KEKAI		28925	2015	1599	\$235.97	\$1.80
18594090	COTTON, RICKY	COTTON, JACKIE	20592	2015	1632	\$6.22	\$6.62
18887000	COX, JERRY LEE	COX, GWENDOLYN L	20611	2015	1651	\$12.50	\$13.31
97000829	CRANFORD, TONYA PHILLIPS	CRANFORD, JONATHAN RAY	26612	2015	1665	\$48.74	\$13.08
19202660	CRAVEN, CHARLES	CRAVEN, AMBER	20628	2015	1667	\$91.68	\$17.24
97012977	DAVIS, RICHARD BRYAN		29681	2015	1001034	\$15.54	\$76.55
21521885	DAVIS, SCOTTIE G		20812	2015	1825	\$12.99	\$13.83
97010958	DEANS GOLD N GUNS		28995	2015	1868	\$53.91	\$57.42
97002814	DOGWOOD FARMS INC		27095	2015	1996	\$30.28	\$32.25
23009050	DONNELLY, ANDY EUGENE	DONNELLY, ANNA MARIE	20911	2015	2022	\$11.99	\$12.77
23054800	DONOVAN, PETER A	DONOVAN, LINDSEY R	29814	2015	1001252	\$42.63	\$45.40
23204790	DOUGLAS, TIFFANY DANIELLE		20933	2015	2033	\$26.13	\$87.83
97008111	DOWN MEMORY LANE COLLECTIBLES & ANTIQUES		27894	2015	2044	\$50.33	\$53.61
97010086	DOWNS, ALDEN		29471	2015	1001161	\$61.88	\$65.91
23770760	DUFFY, PAUL JOSEPH		20965	2015	2065	\$22.76	\$24.24
100002794	DUPREE, FLOYD PATTERSON	C/O RACHEL D DUPREE	26358	2015	2101	\$18.20	\$19.38
97004055	EAST COAST CROSSFIT		27243	2015	2116	\$47.58	\$50.68
24621450	EDMISTEN, DONALD RAY		21029	2015	2137	\$19.82	\$21.11
24626200	EDMISTEN, RICHARD E		21031	2015	2139	\$24.42	\$26.01
99001650	EL VAQUERO MEXICAN RESTAURANT		5735	2015	2154	\$43.55	\$46.38
25103500	ELLIOTT, BRYCE S		26295	2015	2175	\$37.92	\$40.38

Customer Account	Name 1	Name 2	Property Code	Bill Year	Bill Number	Bill Amount	Total Due
25410890	ENGLISH, STEVEN & HARRIET		21076	2015	2189	\$16.79	\$17.88
99005725	ERIC PAYNE BUILDERS		9541	2015	2205	\$24.56	\$26.16
25528955	ESCAMILLA, J CRUZ FLORES		21082	2015	2208	\$6.22	\$6.62
25617800	EVANS, BARRY CEDRIC		21089	2015	2216	\$88.12	\$93.85
97013235	EVANS, MICHAEL EUGENE		29816	2015	1001257	\$23.79	\$25.34
97004027	FAT BELLIES FISH & CHIPS	C/O LEAREN BLUE	27231	2015	2271	\$47.58	\$50.68
26176390	FAULK, PAMELA SUE		21123	2015	2275	\$6.22	\$6.62
26977390	FISH, SIDNEY ADAMS		21179	2015	2397	\$25.91	\$2.76
99005178	FIX & FLEX, INC		9518	2015	2406	\$54.34	\$57.87
27739880	FOSTER, ROBIN DENISE		21218	2015	2460	\$48.74	\$51.91
97001376	FRITZ, MATTHEW WILLIAM		26709	2015	2510	\$11.19	\$11.90
29118900	FRYE, ROBIN G		26517	2015	2524	\$40.46	\$43.09
97005663	FRYE, ROBIN G		27492	2015	2525	\$29.65	\$12.36
43034590	FRYE, THOMAS ALEXANDER JR		22167	2015	2529	\$19.27	\$20.52
29167400	FRYE, THOMAS LEIGHTON		26886	2015	2530	\$44.62	\$47.52
29810490	GALLIMORE, CARL	C/O STEALTH PROPERTIES	21329	2015	2561	\$101.86	\$108.48
29812699	GALLIMORE, JOHN CARL JR		21333	2015	2563	\$29.24	\$31.13
29899840	GARCIA, JUAN CARLOS VALLEJO		21352	2015	2580	\$19.21	\$20.45
29899840	GARCIA, JUAN CARLOS VALLEJO		21353	2015	2581	\$8.82	\$9.39
30024100	GARNER, ANGELA BAUGUS		26539	2015	2594	\$6.22	\$6.62
7838690	GEORGE, STEVEN		24433	2015	2723	\$39.41	\$41.97
31498490	GIBSON, MICHAEL KEVIN		21475	2015	2738	\$9.94	\$10.58
32006300	GLOVER, RANDY LEE		21497	2015	2760	\$35.11	\$37.39
32343075	GOMEZ, JESUS SANCHEZ		21519	2015	2778	\$29.15	\$31.05
32351860	GONZALES, ANCELMO GONZALES		21523	2015	2780	\$11.81	\$12.57
32355560	GONZALEZ, SILVIA SANCHEZ	SANDY PINES MHP, LOT 35	21528	2015	2789	\$12.56	\$13.38
97000494	GONZALEZ-DIAZ, MIGUEL ANGEL		27439	2015	2791	\$63.77	\$67.90
32662090	GOUTIER, CLARA VELIA		21554	2015	2811	\$42.08	\$44.82
32863100	GRAHAM, JOHN		21557	2015	2815	\$9.33	\$9.94
33318060	GREENE, LARRY WAYNE	REBECCA LEE BAKER	21592	2015	2866	\$18.08	\$19.25
33421260	GREGORIO, ESTHER LOPEZ		21598	2015	2874	\$10.07	\$10.72
33657890	GRIMSTEAD, MELVA	C/O WENDY C MABE	21613	2015	2878	\$57.56	\$61.30
33695450	GROOMS, DENNIS	DBA D G'S TIRE & AUTO SERVICE	1200	2015	2880	\$48.88	\$52.06
97008542	GYPSY'S CHARM ANTIQUES		27965	2015	2953	\$48.21	\$51.35
34403450	HALL, KENNETH ALLEN		21665	2015	2970	\$6.22	\$6.62
34543600	HALSTEAD, MARY K		21675	2015	2980	\$15.41	\$16.40
97003581	HANCOCK, CAROLYN COOK		27214	2015	2990	\$13.61	\$14.49
34766550	HANCOCK, RONALD GLENN		21693	2015	2998	\$32.76	\$34.89
35301390	HARMON, MAE		21728	2015	3024	\$6.22	\$6.62
35360290	HARPER, JOHNNY		21735	2015	3030	\$27.04	\$28.80

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35622375	HARRIS, ANTHONY GERALD		21742	2015	3042	\$13.06	\$13.91
35723800	HARRIS, HOWARD M III		21749	2015	3045	\$57.56	\$61.30
35751250	HARRIS, JESSI LENA JONES		21751	2015	3046	\$48.74	\$111.91
97009170	HARRIS, MARTHA PEARCE		28315	2015	3048	\$13.99	\$14.90
35815820	HARRIS, PATRICIA		21755	2015	3049	\$47.67	\$50.77
36691760	HEFLIN, DWAYNE LEWIS		21809	2015	3095	\$9.38	\$10.00
36787695	HELMS, DAVID E		21814	2015	3098	\$7.33	\$7.82
97013237	HERNANDEZ-RODRIGUEZ, XIOMARA REBECCA		29820	2015	1001268	\$31.08	\$33.11
37963450	HOBGOOD, BRENT L		29587	2015	1000654	\$31.08	\$33.11
97010301	HOLDEN, GERALD		28624	2015	3181	\$39.18	\$41.73
38864000	HORNER, MARA MCNEIL	C/O DEBORAH LYNN KELSO	21942	2015	3223	\$49.72	\$52.95
97009175	HORNER, RONNIE GENE		28320	2015	3225	\$14.30	\$15.23
97009175	HORNER, RONNIE GENE		28320	2015	1001269	\$15.54	\$16.55
38934250	HORTON, ANTHONY		21948	2015	3228	\$54.82	\$58.39
38941290	HORTON, JACKIE		21949	2015	3230	\$73.53	\$78.31
39173310	HOWELL, ELIOT J		21963	2015	3251	\$24.35	\$25.92
39270150	HUBBARD, DOUGLAS J JR	HUBBARD, LISA M	29475	2015	1001164	\$180.98	\$2.16
97010912	HUDSON, CHACE		28980	2015	3263	\$8.09	\$8.62
39349790	HUDSON, KENNETH		21975	2015	3265	\$27.46	\$29.24
39635850	HUNSUCKER, JAMES MADISON IV		21991	2015	3282	\$19.58	\$20.85
100002772	HUSSEY, CARRIE BETH		26321	2015	3293	\$46.79	\$49.84
40028060	HUSSEY, EVA IRENE	C/O TONIA RENEE TYSINGER	22014	2015	3298	\$12.43	\$13.23
40084550	HUSSEY, JACK VERNON	C/O KATHLEEN BREWER	22019	2015	3299	\$19.82	\$21.11
40882590	JACKSON, ANTHONY H		22070	2015	3377	\$12.15	\$12.94
41075650	JACKSON, LARRY D	DURANT, ADRIENNE	22078	2015	3388	\$99.24	\$105.70
100003921	JACKSON, LARRY JUNIOR II		23026	2015	3389	\$16.18	\$3.91
41381300	JARAMILLO, DAVID B		22099	2015	3411	\$11.93	\$12.70
42129380	JOHNSON, ANTHONY PAUL		22111	2015	3446	\$6.22	\$6.62
100002635	JUAREZ-MIRELES, ADRIAN		26291	2015	3495	\$81.10	\$86.37
43378395	JUSTICE, CARL G		22184	2015	3500	\$25.49	\$27.14
97005403	KAYCIE'S DOWNTOWN DINER LLC		27466	2015	3516	\$10.78	\$11.47
43557290	KEADY, ALAN VINCENT		22196	2015	3518	\$6.71	\$7.15
43909360	KELLY, GERALD RIVES		22220	2015	3534	\$62.53	\$66.58
44532000	KENT, JIMMY RAY	C/O JUDY FOSTER	22263	2015	3570	\$19.82	\$21.11
44810590	KEY, THELMA E		22293	2015	3591	\$10.73	\$11.42
97013366	KUJAWSKI, PATRICK JACOB		29856	2015	1001277	\$25.17	\$26.81
46631500	LANKFORD, GARY ALAN		22431	2015	3708	\$8.45	\$9.00
46664425	LARA, SANTANA		22433	2015	3709	\$25.49	\$27.14
46979800	LAWN & TENNIS RACQUET &	SWIMMING CLUB INC	1565	2015	3735	\$11.27	\$12.00
97009192	LAWSON, BRONZIE HAROLD IV		28325	2015	3738	\$14.30	\$15.23

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47249200	LEAK, SARAH		22465	2015	3748	\$63.02	\$67.11
47542800	LEGRAND, MARICE		22494	2015	3774	\$38.73	\$41.24
97010459	LEGRANDE, ANDRE DEMONE		28720	2015	3776	\$56.31	\$59.97
99005538	LITTLE TEAPOT CHILDCARE CENTER		10118	2015	3826	\$301.91	\$321.53
48453800	LITTLE, JAMES R	C/O LESSIE LITTLE	22548	2015	3829	\$44.81	\$47.73
97002290	LITTLE, LESSIE JEAN		26939	2015	3831	\$41.20	\$43.87
48601100	LLOYD, SHERRY		22558	2015	3843	\$20.64	\$21.97
48691300	LOCKLEAR, HEATHER L		22567	2015	3852	\$21.13	\$22.50
48718750	LOCKLEAR, WOODROW JR		22570	2015	3855	\$6.22	\$6.62
49638350	LOURO, JOSEPH ERIC		22599	2015	3879	\$11.50	\$12.25
49788090	LOWERY, BARBARA C		22611	2015	3890	\$6.22	\$6.62
49907850	LUCAS, SHARON		22620	2015	3901	\$19.82	\$21.11
99004621	LULA'S CAFE		8507	2015	3912	\$20.11	\$21.41
99005117	MAB ACCOUNTING COMPANY, LLC		9445	2015	3935	\$146.89	\$2.23
50337690	MABE, JACKY DON		22660	2015	3938	\$23.18	\$24.69
50339680	MABE, JEREMY	MABE, LINDA	22661	2015	3940	\$34.87	\$37.14
50507500	MACKEY, JOSEPH C		22674	2015	3957	\$10.79	\$11.48
99004608	MAGNOLIA FAMILY DENISTRY	GANI LAWAL, DMD, PA	8494	2015	3967	\$1,890.78	\$53.95
50776800	MAMA'S KITCHEN	FIELDS, JAMES	1670	2015	3976	\$1,111.02	\$678.85
50779800	MANDUJANO, ALICIA DOMINGUEZ		22692	2015	3978	\$16.79	\$17.88
51032560	MANESS, EARNESTINE R		22709	2015	3987	\$105.21	\$112.05
51410390	MANESS, WENDELL HILBERT JR		22735	2015	4003	\$21.69	\$9.35
84000	MANUEL, MANUEL FRANCISCO		26571	2015	4011	\$7.33	\$7.82
84000	MANUEL, MANUEL FRANCISCO		26572	2015	4012	\$50.59	\$53.88
5216652S	MARSH, RAYMOND		22796	2015	4074	\$9.50	\$10.12
5216652S	MARSH, RAYMOND		22797	2015	4075	\$55.01	\$58.59
5216652S	MARSH, RAYMOND		22797	2015	1001284	\$15.54	\$16.55
52175490	MARSH, RODNEY W		22799	2015	4076	\$6.22	\$6.62
52677080	MARTINEZ, REYES BRAVO		22849	2015	4108	\$6.22	\$6.62
52677390	MARTINEZ, ULISES AGUILAR		22852	2015	4110	\$6.22	\$6.62
97012S14	MASHBURN, EMMANUEL J		29481	2015	1001285	\$23.79	\$25.34
52741790	MASHBURN, JUDY		22858	2015	4121	\$26.48	\$28.21
97010309	MASHBURN, PAUL ANDERSON		27445	2015	4123	\$16.09	\$17.12
52829420	MASSEY, WILLIAM DOUGLAS	MATHER, FAITH WILSON	22866	2015	4129	\$32.32	\$34.43
97009564	MATTHEWS, WILLIAM LEON		28467	2015	4153	\$42.08	\$44.82
97010218	MAXTED, DARREN JAMES		28601	2015	4157	\$19.65	\$20.92
53868450	MCCLAIN, CHARLES KEITH	C/O RHONDA S DUNN	22919	2015	4177	\$58.24	\$62.02
S6041350	MCCRAE, YOLANDA M		23048	2015	4182	\$6.22	\$6.62
54146900	MCCRIMMON, DELORES		22933	2015	4187	\$6.22	\$6.62
54153520	MCCRIMMON, EDWARD LEE HRS		22934	2015	4188	\$5.60	\$5.96

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97012621	MCDONALD, BRENTON R		29488	2015	1000810	\$11.45	\$12.20
54687475	MCDONALD, MARY PATE	C/O BRIAN ROLLINS	22958	2015	4204	\$10.73	\$11.42
55209200	MCINNIS, MARVIN C	C/O WAYNE MCINNIS	23005	2015	4226	\$15.10	\$16.07
55807690	MCKENZIE, MICHAEL BRENT		23035	2015	4242	\$41.45	\$44.15
99006002	MCLEAN'S MOBILE DETAILING		10783	2015	4263	\$45.66	\$48.63
97002633	MCLELLAN, JANI DIANE		26971	2015	4266	\$8.58	\$9.14
56476420	MCLEOD, IRVIN CLARENCE		23075	2015	4271	\$8.64	\$9.20
56539910	MCLEOD, MICHAEL DANIEL		23079	2015	4273	\$6.22	\$6.62
56362560	MCLEOD, RITA MAE		23070	2015	4276	\$9.80	\$10.43
56683490	MCMILLAN, BERNES		28986	2015	4281	\$11.99	\$12.77
56766850	MCMILLIAN, WILLIAM		23089	2015	4287	\$29.91	\$31.86
56911000	MCNEILL, ALFRED LAMONT		23095	2015	4316	\$9.14	\$9.73
56987750	MCNEILL, CHRISTINE		23102	2015	4323	\$35.61	\$37.92
97005972	MCNEILL, DANIEL ETHAN		23226	2015	4327	\$22.44	\$23.90
57020550	MCNEILL, DARRELL GARVIN		23106	2015	4328	\$12.50	\$13.31
57649750	MCRAE, ROI ORRIN		23145	2015	4351	\$23.00	\$24.49
57811750	MEDINA, LEONOR DE LA CRUZ		23151	2015	4359	\$36.99	\$39.40
57830795	MEDLIN, BRANDI		23155	2015	4363	\$6.22	\$6.62
97012629	MICHALSKI, MATTHEW JOHN		29491	2015	1000559	\$47.03	\$50.09
99006018	MIDWAY GLASS & MIRROR		10799	2015	4422	\$92.27	\$98.27
97010185	MINCEY, TIMOTHY WAYNE		20614	2015	4435	\$18.65	\$19.87
59034590	MITCHELL, BELINDA		23219	2015	4451	\$27.53	\$29.32
59508090	MONROE, KARI ANN		23243	2015	4485	\$19.33	\$20.58
59597590	MONROE, NEAL SANDERS		23248	2015	4487	\$134.36	\$143.08
97004503	MOORE MUSIC LLC	C/O DARYL W HARDWICK	27359	2015	4510	\$47.58	\$50.68
60159150	MOORE, JOHNNY E	MOORE, AMY T	23277	2015	4520	\$10.38	\$11.06
60355210	MORALES, DEBRA PEREZ		23297	2015	4535	\$33.75	\$95.94
61262790	MOSHER, PENNY B		23362	2015	4571	\$6.55	\$6.97
99003072	MUZAK, LLC	ATTN: TAX DEPARTMENT	8861	2015	4604	\$44.72	\$1.03
99003072	MUZAK, LLC	ATTN: TAX DEPARTMENT	8875	2015	4605	\$87.10	\$2.01
97008544	NANA'S DELI		27967	2015	4629	\$47.58	\$50.68
62391890	NEEDHAM, JOHN & CRYSTAL		23436	2015	4663	\$13.06	\$13.91
62621990	NEVAREZ, JOSE ELIAS JR		23465	2015	4676	\$15.04	\$16.01
62810550	NGUYEN, DON		23472	2015	4695	\$20.03	\$21.32
97012640	NGUYEN, THUY THANH		29495	2015	1000563	\$97.22	\$103.54
97004861	NORRIS, WILLIAM A	NORRIS, KAY M	27395	2015	4719	\$48.74	\$51.91
97010388	NORTHCUTT, MARSHALL EVERETT		27215	2015	4725	\$22.54	\$24.00
63298390	NOWRANG, BENI		23500	2015	4740	\$12.73	\$13.56
63325850	NUNNERY, CHRISTINA M		23507	2015	4750	\$6.22	\$6.62
63802070	OGLE, LINDA H		23533	2015	4771	\$11.50	\$12.25

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99005218	OLD BUGGY INN		9558	2015	4773	\$153.12	\$163.07
64078590	ORELLANA, OSCAR VICEN		23542	2015	4798	\$6.22	\$6.62
64084600	ORELLANA, SANTOS		29241	2015	1000309	\$6.22	\$6.62
64123990	ORTEGA, FABIOLA LIRA	LINDALE MHP, #B9	23548	2015	4802	\$12.38	\$13.18
117242	ORTIZ COBOS, ANA DELIA		28354	2015	4803	\$21.45	\$22.84
99006013	PALLETS PLUS		10794	2015	4849	\$64.08	\$68.25
99006118	PAST TIMES		10914	2015	4879	\$31.24	\$33.28
65405950	PATTERSON, JAMES HOOVER III		23627	2015	4888	\$14.80	\$15.75
97004101	PAYNE HOME INSPECTIONS		27271	2015	4898	\$31.08	\$33.11
97009237	PENDERGRASS, JASON LEROY		28356	2015	4913	\$14.30	\$15.23
97009238	PEREZ, ANDRES AGUIRRE		28357	2015	4939	\$12.43	\$13.23
100002301	PEREZ-SAAVEDRA, MA GUADALUPE		25624	2015	4943	\$6.22	\$6.62
66157180	PERSON, JARVIS L		23681	2015	4954	\$6.22	\$6.62
66188800	PERSON, MONICA A		23683	2015	4957	\$28.77	\$30.64
66221400	PERSON, SHELBI	C/O SHELBI MCMILLAN	23686	2015	4960	\$45.74	\$48.71
66253700	PERSON, YVONNE		23687	2015	4961	\$6.33	\$4.72
66440750	PETTY, ELMA	C/O MARGARET PETTY	23695	2015	4967	\$6.22	\$6.62
66596600	PHILLIPS, EDWARD	PHILLIPS, TAMMY	29505	2015	1000573	\$6.71	\$7.15
97005151	PINA, ARLENE		27441	2015	5011	\$19.27	\$20.52
97010890	PINEHURST-SOUTHERN PINES AREA ASSOC OF		28957	2015	1000016	\$3,143.10	\$60.00
69008200	PLATT, DARRIN J		23779	2015	1000880	\$53.82	\$57.31
97010891	PRESLEY, CATHY COLLIER	COLLIER, MICHAEL LEE	28958	2015	5194	\$9.89	\$10.53
100002343	PRIME ALGO FINANCIAL LLC		26182	2015	5205	\$11.47	\$12.22
70005100	PRINCE, PEGGY L		23848	2015	5207	\$17.22	\$18.33
70090200	PROMISELAND GRADING LLC		23852	2015	5214	\$7.68	\$8.18
70258100	PURCELL, KARL MATHIS		23865	2015	5234	\$19.02	\$20.25
97013279	PURVIS, CHRISTOPHER DANIEL		29868	2015	1001300	\$15.54	\$16.55
99005594	QUALITY BUILT HOMES INC		10178	2015	5249	\$76.09	\$81.03
70669790	QUICK, GURNEY LEE DEANDRA		23881	2015	5260	\$29.12	\$9.25
99005694	RALM, INC		10279	2015	5290	\$16.10	\$17.14
70908855	RAMIREZ-BAEZA, RAYMUNDO		23904	2015	5298	\$6.22	\$6.62
70972350	RANGEL, JOSE LUIS-MEJIA		23914	2015	5306	\$7.23	\$7.70
71094660	RATLIFF, TEYANNA MARIE		23919	2015	5313	\$6.33	\$6.74
71130200	RAY, ANGELA MARIE		23921	2015	5316	\$23.25	\$24.76
71210560	RAY, LORENZO JASPER	C/O RICHARD R GAINES	23928	2015	5324	\$6.22	\$6.62
97009401	REBORN VINTAGE FURNISHINGS		28425	2015	5339	\$31.08	\$33.11
99006235	REVIVED COMPUTER SERVICES		11030	2015	5417	\$56.41	\$60.08
71976450	REYNOLDS, RACHAEL MARIE		23973	2015	5425	\$57.56	\$61.30
99005886	RHONDA R. COWAN	SEVEN LAKES CHIROPRACTIC	10666	2015	5433	\$47.44	\$50.53
72434100	RICHARDSON, TAMMY JUNE		24006	2015	5459	\$10.88	\$11.58

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72339395	RICHARDSON, YOLANDA		23994	2015	5462	\$6.22	\$6.62
72756150	RING, ANN		24026	2015	5481	\$20.64	\$21.97
72874985	RITCHIE, BARRY		24035	2015	5497	\$17.22	\$18.33
97009247	ROBBERTS, LUKE AARON		28366	2015	5526	\$12.43	\$13.23
73632290	ROBINSON, JEREMY		24101	2015	5552	\$15.21	\$16.19
100000736	ROBINSON, JOSHUA		29511	2015	1000579	\$105.16	\$111.99
100000736	ROBINSON, JOSHUA		29511	2015	1001306	\$15.54	\$16.55
97010213	ROBINSON, THERESA		28598	2015	5556	\$57.56	\$61.30
73778445	RODRIGUEZ, KARINA ZAMORA		24116	2015	5574	\$16.79	\$17.88
73878600	RODRIGUEZ, LISA MARIE	C/O MARIA SANCHEZ	24133	2015	5575	\$21.75	\$23.16
74036560	ROMERO, CARLOS		24137	2015	5586	\$10.79	\$11.48
74083000	RORIE, FLOYD LEE		27029	2015	5593	\$6.22	\$6.62
74264710	ROSS, RAYMOND JOSEPH	MCINTYRE ROAD STATION	24152	2015	5604	\$6.22	\$6.62
97005961	ROWE, DYLAN		27542	2015	5616	\$9.52	\$10.13
75131690	SANCHEZ, GERARDO VIVEROS	CECILIA VALLEJO GARCIA	24211	2015	5702	\$26.10	\$27.80
75252697	SANDERS, JAMES E		24223	2015	5709	\$27.44	\$29.22
99004690	SANDHILL SERVICES		2543	2015	5722	\$36.09	\$38.43
99004043	SANDHILLS BRIDGE STUDIO		7941	2015	5731	\$28.87	\$30.74
99005987	SANDHILLS CERAMIC TILE	C/O ANDREW N ROBERTSON	10768	2015	5733	\$46.77	\$49.81
75724350	SAUNDERS, JUSTIN LEE		24266	2015	5780	\$9.33	\$9.94
5158790	SCOTT, SHARON E		22746	2015	5819	\$31.26	\$33.30
76688800	SEAGRAVES, CHARLES WESLEY		24340	2015	5831	\$35.07	\$37.34
97009288	SERRANO'S TIRES & SAVE MORE CAR REPAIRS		28403	2015	5852	\$53.91	\$57.42
99006137	SEVEN LAKES BODY SHOP		10933	2015	5855	\$22.40	\$23.86
97012667	SEXTON, CLARENCE GLENN JR		29524	2015	1000592	\$216.14	\$230.19
97004035	SHANE'S BARBER SHOP		27239	2015	5868	\$50.33	\$53.61
77650490	SHAW, DONALD WAYNE		24391	2015	5871	\$57.49	\$61.23
97000750	SHAW, RANDALL SCOTT		26601	2015	5873	\$9.70	\$10.33
97006093	SHEFFIELD, KELLY RYAN		27560	2015	5879	\$6.22	\$6.62
78623395	SHORT'S ELECTRIC	C/O TROY SHORT	24449	2015	5907	\$43.20	\$46.01
78557300	SHORT, GREGORY		24440	2015	5908	\$7.52	\$8.02
97005115	SHUE, JAMES EMORY JR		27421	2015	5915	\$39.41	\$41.97
78738200	SIDES, VIVIAN LEE		29034	2015	5919	\$9.38	\$10.00
79356000	SISTARE, JOSEPH LYNN		24505	2015	5946	\$20.01	\$21.31
80249500	SMITH, JENNIFER ELAINE		24553	2015	5980	\$6.22	\$6.62
80454400	SMITH, MARY SHELL		24570	2015	5997	\$6.22	\$6.62
80691250	SMITH, STEVEN JAMES	KIMBLY, DORA	24587	2015	6003	\$34.69	\$36.95
81132650	SOUTHERN CONSTRUCTION OF		24616	2015	6043	\$11.67	\$12.42
97004109	SOUTHERN WHEY INC		27283	2015	6071	\$47.58	\$50.68
81650690	SPIVEY, CATHY MOORE		24643	2015	6095	\$16.65	\$17.73

Customer Account	Name 1	Name 2	Property Code	Bill Year	Bill Number	Bill Amount	Total Due
97012678	STACK, IAN CHRISTOPHER		29532	2015	1000600	\$612.53	\$4.62
97010402	STANFORD, MICHAEL		28683	2015	6121	\$94.78	\$100.94
99005973	STEALTH PROPERTIES, LLC	DBA ADVANTAGE PLUS HOUSIN	10753	2015	6144	\$44.35	\$47.23
82341585	STEPHENS, DONALD T		24690	2015	6152	\$6.22	\$6.62
82341590	STEPHENS, DONALD THURSTON	& ANNIE S STEPHENS	24691	2015	6153	\$95.53	\$101.74
97001104	STEPHENS, SHARONDA DENISE		26818	2015	6157	\$12.81	\$13.64
82506320	STEVENS, CATHY		24698	2015	6168	\$6.22	\$6.62
82633450	STEWART, JAMES STANLEY		24710	2015	6174	\$6.22	\$6.62
82816025	STOCUM, JOSEPH KYLE		29534	2015	1000602	\$12.31	\$13.11
82816025	STOCUM, JOSEPH KYLE		29534	2015	1001315	\$15.54	\$16.55
82823090	STOCUM, LEWIS JACOB		24726	2015	6187	\$6.84	\$7.28
82965790	STOUT, BILLY SHANE		24736	2015	6197	\$28.71	\$30.58
83354390	STURDIVANT, ERIC		24768	2015	6216	\$35.61	\$37.92
97008547	SUGARPLUMS MOM LLC		27970	2015	6226	\$47.58	\$50.68
97011924	SUNSHINE LEARNING CTR OF THE SANDHILLS	INC	1360	2015	3278	\$23.46	\$24.97
97009416	SYLVESTER WOODLAND		28433	2015	6264	\$31.08	\$33.11
84451300	TAYLOR, ALAN DAWSON		28379	2015	6303	\$12.43	\$13.23
84474440	TAYLOR, BOBBIE KAY		28381	2015	6305	\$14.30	\$15.23
84491295	TAYLOR, CHARLES DANIEL		24838	2015	6307	\$14.17	\$15.09
84828390	TELLEZ, ALONZO ROMERO		24861	2015	6334	\$45.50	\$48.45
84904450	TERRY, IVY ROBINSON		24869	2015	6347	\$14.12	\$15.04
99006730	THE CAROLINA		11745	2015	6361	\$310.75	\$330.95
85558190	THOMAS, GARY B JR	THOMAS, CARRIE MOON	24899	2015	6438	\$40.32	\$42.94
86144750	THOMPSON, JAMES R	THOMPSON, BRENDA	24938	2015	6465	\$84.34	\$1.29
86394450	THURBER, CAMMY DICKINSON		24960	2015	6474	\$6.22	\$6.62
86829850	TOWNSEND, WILLIAM BROOKS III		24986	2015	6536	\$41.20	\$43.87
97009260	TRETTER, ALICIA MARIE		28383	2015	6549	\$12.43	\$13.23
87107690	TRUELOVE, SHAWN		25004	2015	6572	\$37.79	\$40.25
87158395	TUCKER, JEWETT E		25008	2015	6575	\$9.73	\$10.36
8779300	UNDERDOWN, RICHARD GLENN II		25031	2015	6607	\$15.76	\$16.78
88034750	UTLEY, RUTH	COOPER MHP	25063	2015	6669	\$6.22	\$6.62
88067190	VALERIAMO, JAMIE GARCIA		25066	2015	6677	\$15.41	\$16.40
69105690	VASQUEZ, NOHEMI		23787	2015	6694	\$6.22	\$6.62
88405825	VELSOR, WILLIAM M		25093	2015	6707	\$42.08	\$44.82
88452180	VERTIZ, KINA		25100	2015	6721	\$14.80	\$15.75
99005533	VICTORIA'S PRECIOUS BABIES HOM		10113	2015	6737	\$18.95	\$20.18
100002300	VILLALBA, MODESTO		25623	2015	6743	\$19.99	\$21.29
89057830	WALKER, JOSIE		25136	2015	6784	\$6.22	\$6.62
89080125	WALKER, MICKEY ROBERTSON		28249	2015	1001614	\$31.19	\$33.22
89120350	WALL, CONSTANCE R		25140	2015	6786	\$89.99	\$2.14

Customer Account	Name 1	Name 2	Property Code	Bill Year	Bill Number	Bill Amount	Total Due
89306700	WALLACE, EVELYN	C/O PATRICIA WALLACE & BETS	25152	2015	6793	\$7.52	\$8.02
97009432	WARD & LUNDAY LLC		28436	2015	6805	\$42.63	\$45.40
90224990	WEBB, MICHELLE		25206	2015	6844	\$35.61	\$37.92
97004413	WGSS FENCE GATES N RAILS	C/O SANTIAGO RIVERA	27346	2015	6919	\$50.33	\$53.61
90792920	WHEELER, STEVEN J		25241	2015	6920	\$9.52	\$10.13
91079400	WHITE, DWAIN LEE	C/O DARRELL ROUSE	25256	2015	6937	\$6.22	\$6.62
91157500	WHITE, LEROY MCSWAIN	C/O DARRELL ROUSE	25263	2015	6940	\$6.22	\$6.62
97012705	WHITE, RONALD LEE		29549	2015	1000617	\$116.03	\$123.56
97013390	WHITE, STEVEN WILLIAM		29878	2015	1001326	\$23.52	\$25.05
97006268	WICKER, BOBBY & AUDREY		27623	2015	6948	\$15.41	\$16.40
91606510	WICKER, RICKEY CURTIS JR		25295	2015	6951	\$70.97	\$75.58
91739080	WILKES, ALAN		25306	2015	6963	\$6.22	\$6.62
97012757	WILLIAMS, KENNETH DEATON		29605	2015	1000908	\$214.90	\$228.87
97009067	WILLIAMS, SAMUEL GRILL		22938	2015	7025	\$23.69	\$13.94
97009067	WILLIAMS, SAMUEL GRILL		22938	2015	1000020	\$58.46	\$62.26
93126900	WILLIAMS, VERA		25421	2015	7034	\$24.98	\$26.60
93416560	WILLIAMSON, LETTIE IRENE		25440	2015	7044	\$6.22	\$6.62
93538530	WILLS, WILLIAM BURKE II		25448	2015	7051	\$46.55	\$49.58
97005128	WILSON, CHARLES JASON JR		27426	2015	7052	\$52.95	\$36.20
97008622	WOOD PRODUCTS OF NORTH CAROLINA LLC		28043	2015	7082	\$14.30	\$15.23
94403800	WOODLAKE PARTNERS		3033	2015	7094	\$4,513.66	\$4,807.05
97007021	WOODLAND, SYLVESTER C		29881	2015	1001331	\$15.54	\$16.55
95568200	WORTHY, THOMAS JOSEPH		25529	2015	7102	\$18.20	\$1.43
99000485	YOW, ALAN	DBA A & L PAINTING	4078	2015	7145	\$33.44	\$35.62
96250350	YOW, JACKIE S	C/O JACKIE RU55ELL	25567	2015	7146	\$47.29	\$50.36
96266150	YOW, LINDA JEAN		25568	2015	7147	\$13.80	\$14.70
Total:						\$23,908.65	\$18,137.58

REPORT OF DELINQUENT PERSONAL PROPERTY TAXES

TO: Moore County Board of Commissioners

The undersigned tax collector respectfully reports that certain personal property taxes levied for the year 2015, remain uncollected, such uncollected taxes are being set out below. Said taxes are not liens upon real estate. The undersigned tax collector has made diligent efforts to collect said taxes by use of remedies against personal property as provided by law but has been unable to locate sufficient property belonging to delinquent taxpayers out of which the taxes might be collected. In every instance in which the tax collector has been able to discover through diligent inquiry the existence of property belonging to delinquent taxpayers within other taxing units in North Carolina, the undersigned has proceeded under the provisions of G. S. 105-364.

Per Attached Printout (Principal Amount) \$17,009.42

The undersigned requests that the above-listed taxes be charged to the Tax Administrator as delinquent taxes upon annual settlement.

This 19th day of July, 2016.



Gary E. Briggs
Tax Administrator

Sworn and subscribed to before me,
this the 19th day of July, 2016.

Laura M. Williams
Clerk to the Board of Commissioners

**MOORE COUNTY
TAX SETTLEMENT OF June 30, 2016
FISCAL YEAR 2015-2016**

**SUMMARY TAX SETTLEMENT
CURRENT YEAR TAX - 2015-2016 as of June 30, 2016**

	Real/Personal Taxes County, General, Late ALS & Fire Districts including Levy, Afterlists & Discoveries	Real/Personal Taxes County, General, Late ALS & Fire Districts & Municipals including Levy, Afterlists & Discoveries	RP & MV* County, General, Late ALS & Fire Districts Real/Personal & Motor Vehicles	MV Only ** DMV - State System County, ALS, & Fire Motor Vehicle Tax Valuation & Levy
	Summary - Page 1	Summary - Page 2	Summary - Page 4	Summary - Page 14
Total Valuation - Main Levy	14,689,204,613	21,508,337,298	16,334,809,851	1,309,716,805
Utilities	284,933,542	356,688,844	0	0
Afterlists/Discoveries	<u>50,954,891</u>	<u>62,532,374</u>	<u>0</u>	<u>0</u>
Total Valuation	15,025,093,046	21,927,558,516	16,334,809,851	1,309,716,805
Gross Levy Billed	56,940,881	81,167,526	61,613,702	4,672,821
Total Adj, Releases, Refunds	<u>-917,243</u>	<u>-1,001,361</u>	<u>-917,243</u>	<u>0</u>
Adjusted Levy	56,023,638	80,166,165	60,696,458	4,672,821
Gross Collections	56,608,918	80,737,068	61,281,739	4,672,821
Less Relief/Refunds	<u>-759,224</u>	<u>-787,316</u>	<u>-759,224</u>	<u>0</u>
Net Collections	55,849,694	79,949,752	60,522,515	4,672,821
Balance Uncollected at 6/30/16	173,944	216,413	173,944	0
Collection Percentage 6/30/16	99.6895%	99.7300%	99.7134%	100.0000%

***Motor Vehicle Value has been added in to account for the collection for DMV collection of taxes.**

**** Motor Vehicle Taxes for the current fiscal year are collected by the state of North Carolina. The State began collections for MV taxes effective with Fiscal Year 2014/2015. Since that time the Tax Administrator is tasked with collections of the prior year MV taxes only. The column you see above for DMV "MV Only" is for informational purposes only.**

SETTLEMENT STATEMENT OF MINIMAL TAX BILLS

As required by North Carolina General Statute 105-321(f), the following totals represent a summary of minimal tax bills not charged to the Tax Administrator for collecting for 2015-2016.

Real and Personal

Total Bills	1,740
Total Due	\$4,821.00
Average Bill Amount	\$2.77

Motor Vehicles

Total Bills	0
Total Due	\$0
Average Bill Amount	\$0

SETTLEMENT STATEMENT OF SMALL OVER/UNDER PAYMENTS

As required by North Carolina General Statute 105-357(c), the following totals represent a summary of small over/under payments that shall be reported to the governing body.

Real and Personal

Total Bills	2,227
Net Adjustment	\$167.87

Motor Vehicles

Total Bills	297
Net Adjustment	\$83.88

§ 105-357. Payment of taxes.

(a) **Medium of Payment.** - Taxes shall be payable in existing national currency. Deeds to real property, notes of the taxpayer or others, bonds or notes of the taxing unit, and payments in kind shall not be accepted in payment of taxes. A taxing unit may not permit the payment of taxes by offset of any bill, claim, judgment, or other obligation owed to the taxpayer by the taxing unit. The prohibition against payment of taxes by offset does not apply to offset of an obligation arising from a lease or another contract entered into between the taxpayer and the taxing unit before July 1 of the fiscal year for which the unpaid taxes were levied.

(b) **Acceptance of Checks and Electronic Payment.** - The tax collector may accept checks and electronic payments, as defined in G.S. 147-86.20, in payment of taxes, as authorized by G.S. 159-32.1. Acceptance of a check or electronic payment is at the tax collector's own risk. A tax collector who accepts electronic payment of taxes may add a fee to each electronic payment transaction to offset the service charge the taxing unit pays for electronic payment service. A tax collector who accepts electronic payment or check in payment of taxes may issue the tax receipt immediately or withhold the receipt until the check has been collected or the electronic payment invoice has been honored by the issuer.

If a tax collector accepts a check or an electronic payment and issues a tax receipt and the check is returned unpaid (without negligence on the part of the tax collector in presenting the check for payment) or the electronic payment invoice is not honored by the issuer, the taxes for which the check or electronic payment was given shall be deemed unpaid; the tax collector shall immediately correct the copy of the tax receipt and other appropriate records to show the fact of nonpayment, and shall give written notice by certified or registered mail to the person to whom the tax receipt was issued to return it to the tax collector. After correcting the records to show the fact of nonpayment, the tax collector shall proceed to collect the taxes by the use of any remedies allowed for the collection of taxes or by bringing a civil action on the check or electronic payment.

A financial institution with which a taxing unit has contracted for receipt of payment of taxes may accept a check in payment of taxes. If the check is honored, the financial institution shall so notify the tax collector, who shall, upon request of the taxpayer, issue a receipt for payment of the taxes. If the check is returned unpaid, the financial institution shall so notify the tax collector, who shall proceed to collect the taxes by use of any remedy allowed for collection of taxes or by bringing a civil action on the check.

- (1) **Effect on Tax Lien.** - If the tax collector accepts a check or electronic payment in payment of taxes on real property and issues the receipt, and the check is later returned unpaid or the electronic payment invoice is not honored by the issuer, the taxing unit's lien for taxes on the real property shall be inferior to the rights of purchasers for value and of persons acquiring liens of record for value if the purchasers or lienholders acquire their rights in good faith and without actual knowledge that the check has not been collected or the electronic payment invoice has not been honored, after examination of the copy of the tax receipt in the tax collector's office during the time that record showed the taxes as paid or after examination of the official receipt issued to the taxpayer prior to the date on which the tax collector notified the taxpayer to return the receipt.
- (2) **Penalty.** - In addition to interest for nonpayment of taxes provided by G.S. 105-360 and in addition to any criminal penalties provided by law, the penalty for presenting in payment of taxes a check or electronic funds transfer that is returned or not completed because of insufficient funds or nonexistence of an account of the drawer or transferor is twenty-five dollars (\$25.00) or ten percent (10%) of the amount of the check or electronic invoice, whichever is greater, subject to a maximum of one thousand dollars (\$1,000). This penalty does not apply if the tax collector finds that,

when the check or electronic funds transfer was presented for payment, the drawer of the check or transferor of funds had sufficient funds in an account at a financial institution in this State to make the payment and, by inadvertence, the drawer of the check or transferor of the funds failed to draw the check or initiate a transfer on the account that had sufficient funds. This penalty shall be added to and collected in the same manner as the taxes for which the check or electronic payment was given.

(c) **Small Underpayments and Overpayments.** - The governing body of a taxing unit may, by resolution, permit its tax collector to treat small underpayments of taxes as fully paid and to not refund small overpayments of taxes unless the taxpayer requests a refund before the end of the fiscal year in which the small overpayment is made. A "small underpayment" is a payment made, other than in person, that is no more than one dollar (\$1.00) less than the taxes due on a tax receipt. A "small overpayment" is a payment made, other than in person, that is no more than one dollar (\$1.00) greater than the taxes due on a tax receipt.

The tax collector shall keep records of all underpayments and overpayments of taxes by receipt number and amount and shall report these payments to the governing body as part of his settlement.

A resolution authorizing adjustments of underpayments and overpayments as provided in this subsection shall:

- (1) Be adopted on or before June 15 of the year to which it is to apply;
- (2) Apply to taxes levied for all previous fiscal years; and
- (3) Continue in effect until repealed or amended by resolution of the taxing unit. (1939, c. 310, s. 1710; 1971, c. 806, s. 1; 1987, c. 661; 1989, c. 578, s. 3; 1989 (Reg. Sess., 1990), c. 1005, s. 8; 1991, c. 584, s. 2; 1999-434, s. 6; 2001-487, s. 25; 2002-156, s. 1; 2005-134, s. 1; 2005-313, s. 10.)

RESOLUTION

WHEREAS, Moore County Tax Administrator has provided in his annual settlement preliminary reports containing the list of the names of persons owning real property whose taxes for 2015 remain unpaid and a list of persons owing taxes but listed no real property whose taxes remain unpaid; and

WHEREAS, North Carolina General Statute 105-373(a)(2) states that the governing body of the taxing unit shall enter upon its minutes the names of persons owing taxes but listed no real property whose taxes remain unpaid and whom it finds to be insolvent; and

WHEREAS, a diligent effort has been made to collect these taxes out of the personal property of the taxpayers concerned; and

WHEREAS, other means open to the collector have been used for collection of such taxes; and

WHEREAS, where applicable, collection outside the taxing unit has been attempted; and

WHEREAS, all information has been provided concerning those taxpayers as may be of interest to or required by the governing body; and

WHEREAS, the allowance of insolvents does not extinguish the claim for taxes; and

WHEREAS, the collector will continue to pursue collections of such taxes until the ten-year statute of limitations expires; and

WHEREAS, the Board of Commissioners by resolution should accept the lists as presented and declares that no one on the preliminary report of persons owing taxes but listed no real property should be determined insolvent; and

NOW, THEREFORE, BE IT RESOLVED, that the list of persons owing taxes but listed no real property whose taxes remain unpaid along with the list of unpaid 2015 real property taxes be charged to the Tax Administrator for collections as delinquent taxes.

Adopted this the 19th day of July, 2016.

Nicholas J. Picerno, Chairman
Moore County Board of Commissioners

ATTEST:

Laura M. Williams
Clerk to the Board

Agenda Item: VIII. J.
Meeting Date: 07/19/2016

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Gary E. Briggs, Tax Administrator
DATE: July 8, 2016
SUBJECT: Charge of 2016-2017 Tax Levy
PRESENTER: Gary Briggs

JB

REQUEST:

In accordance with North Carolina General Statute 105-321(b), charge the Tax Administrator with the collection of taxes for the tax levy 2016-2017.

BACKGROUND:

North Carolina General Statute 105-321(b) states that the Board of Commissioners shall adopt and enter into its minutes an order directing the Tax Collector (Tax Administrator) to collect the taxes charged in the tax records and receipts for the current fiscal year.

IMPLEMENTATION PLAN:

Upon being charged with 2016-2017 collections, the Tax Administrator will proceed in collecting real and personal property taxes for the current fiscal year.

FINANCIAL IMPACT STATEMENT:

N/A

RECOMMENDATION SUMMARY:

Motion to charge the Tax Administrator with the collections of all real, personal, public service company, and motor vehicle taxes for 2016-2017 levy year, and with the collections of all delinquent real, personal, public service company, and motor vehicle taxes.

SUPPORTING ATTACHMENTS:

North Carolina General Statute 105-321
Authorization to Collect

§ 105-321. Disposition of tax records and receipts; order of collection.

(a) County tax records shall be filed in the office of the assessor unless the board of county commissioners shall require them to be filed in some other public office of the county. City and town tax records shall be filed in some public office of the municipality designated by the governing body of the city or town. In the discretion of the governing body, a duplicate copy of the tax records may be delivered to the tax collector at the time he is charged with the collection of taxes.

(b) Before delivering the tax receipts to the tax collector in any year, the board of county commissioners or municipal governing body shall adopt and enter in its minutes an order directing the tax collector to collect the taxes charged in the tax records and receipts. A copy of this order shall be delivered to the tax collector at the time the tax receipts are delivered to him, but the failure to do so shall not affect the tax collector's rights and duties to employ the means of collecting taxes provided by this Subchapter. The order of collection shall have the force and effect of a judgment and execution against the taxpayers' real and personal property and shall be drawn in substantially the following form:

State of North Carolina
County (or City or Town) of _____
To the Tax Collector of the County (or City or Town) of _____

You are hereby authorized, empowered, and commanded to collect the taxes set forth in the tax records filed in the office of _____ and in the tax receipts herewith delivered to you, in the amounts and from the taxpayers likewise therein set forth. Such taxes are hereby declared to be a first lien upon all real property of the respective taxpayers in the County (or City or Town) of _____, and this order shall be a full and sufficient authority to direct, require, and enable you to levy on and sell any real or personal property of such taxpayers, for and on account thereof, in accordance with law.

Witness my hand and official seal, this ____ day of _____, _____ (Seal)
Chairman, Board of Commissioners of
_____ County
(Mayor, City (or Town) of _____)

Attest:

Clerk of Board of Commissioners of _____ County
(Clerk of the City (or Town) of _____)

(c) The original tax receipts, together with any duplicate copies that may have been prepared, shall be delivered to the tax collector by the governing body on or before the first day of September each year if the tax collector has made settlement as required by G.S. 105-352. The tax collector shall give his receipt for the tax receipts and duplicates delivered to him for collection.

(d) Repealed by Session Laws 2006-30, s. 5, effective June 29, 2006.

(e) The governing body of a taxing unit may contract with a bank or other financial institution for receipt of payment of taxes payable at par and of delinquent taxes and interest for the current tax year. A financial institution may not issue a receipt for any tax payments received by it, however. Discount for early payment of taxes shall be allowed by a financial institution that contracts with a taxing unit pursuant to this subsection to the same extent as allowed by the tax collector. A financial institution that contracts with a taxing unit for receipt of payment of taxes shall furnish a bond to the taxing unit conditioned upon faithful performance of the contract in a form and amount satisfactory to the governing body of the taxing unit. A governing body of a taxing unit that contracts with a financial institution pursuant to this subsection shall publish a timely notice of the institution at which taxpayers may pay their taxes in a newspaper having circulation within the taxing unit. No notice is required, however, if the financial institution receives payments only through the mail.

(f) **Minimal Taxes.** - Notwithstanding the provisions of G.S. 105-380, the governing body of a taxing unit that collects its own taxes may, by resolution, direct its assessor and tax collector not to collect minimal taxes charged on the tax records and receipts. Minimal taxes are the combined taxes and fees of the taxing unit and any other units for which it collects taxes, due on a tax receipt prepared pursuant to G.S. 105-320 in a total original principal amount that does not exceed an amount, up to five dollars (\$5.00), set by the governing body. The amount set by the governing body should be the estimated cost to the taxing unit of billing the taxpayer for the amounts due on a tax receipt or tax notice. Upon adoption of a resolution pursuant to this subsection, the tax collector shall not bill the taxpayer for, or otherwise collect, minimal taxes but shall keep a record of all minimal taxes by receipt number and amount and shall make a report of the amount of these taxes to the governing body at the time of the settlement. These minimal taxes shall not be a lien on the taxpayer's real property and shall not be collectible under Article 26 of this Subchapter. A resolution adopted pursuant to this subsection must be adopted on or before June 15 preceding the first taxable year to which it applies and remains in effect until amended or repealed by resolution of the taxing unit. A resolution adopted pursuant to this subsection shall not apply to taxes on registered motor vehicles.

(g) **Minimal Refunds.** - The governing body of a taxing unit that collects its own taxes may, by resolution, direct the taxing unit not to mail a refund for an overpayment of tax if the refund is less than fifteen dollars (\$15.00). Upon adoption of a resolution pursuant to this subsection, the taxing unit shall keep a record of all minimal refunds by receipt number and amount and shall make a report of the amount of these refunds to the governing body at the time of the settlement and shall implement a system by which payment of the refund may be made to a taxpayer who comes into the office of the taxing unit seeking the refund. Unless the taxpayer requests the minimal refund in person at the office of the taxing unit before the end of the fiscal year in which the refund is due, the taxing unit must implement a system to apply the minimal refund as a credit against the tax liability of the taxpayer for taxes due to the taxing unit for the next succeeding year. An overpayment of tax bears interest at the rate set under G.S. 105-241.21 from the date the interest begins to accrue until a refund is paid or applied in accordance with this section. Interest accrues from the later of the date the tax was paid and the date the tax would have been considered delinquent under G.S. 105-360. A resolution adopted pursuant to this subsection must be adopted on or before June 15 preceding the first taxable year to which it applies and remains in effect until amended or repealed by resolution of the taxing unit. (1939, c. 310, s. 1103; 1971, c. 806, s. 1; 1973, c. 476, s. 193; c. 615; 1987, c. 45, s. 1; 1989, c. 578, s. 1; 1991, c. 584, s. 1; 1995, c. 24, s. 1; c. 329, ss. 1, 2; 1999-456, s. 59; 2006-30, s. 5; 2012-79, s. 3.1; 2015-266, s. 2.)

State of North Carolina
County of Moore
To the Tax Administrator of the County of Moore

You are hereby authorized, empowered, and commanded to collect the taxes set forth in the tax records, current and delinquent, filed in the office of the Tax Administrator and in the tax receipts herewith delivered to you in the amounts and from the taxpayers likewise therein set forth. Such taxes are hereby declared to be a first lien upon all real property of the respective taxpayers in the County of Moore, and this order shall be a full and sufficient authority to direct, require, and enable you to levy on and sell any real or personal property of such taxpayers, for and on account thereof, in accordance with law.

Witness my hand and official seal, this 19th day of July, 2016.

Nicholas J Picerno, Chairman
Moore County Board of Commissioners

ATTEST:

Laura M. Williams
Clerk of the Board

Agenda Item: VIII.K.
Meeting Date: 07/21/2016

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Randy Gould, Public Works Director
DATE: 06/29/16
SUBJECT: Service Contract for Bio-Solids Tipping
PRESENTER: Randy Gould

REQUEST:

Authorize the Chairman to execute Service Contract in the amount of \$90,000 for FY17 with an automatic renewal for the amount of \$92,800 for FY18, for Bio-solids tipping.

BACKGROUND:

As part of the treatment process, prior to discharge, the Moore County Water Pollution Control Plant (WPCP) must remove bio-solids from the treated water. The bio-solids are then dewatered and stockpiled. Per DENR the dewatered bio-solids must be removed from the facility and sent to an approved disposal site. The WPCP generate an estimated 4000 tons per year. The previous contract expired, therefore a Request for Proposal (RFP#: 2016-11) was issued. The RFP was issued May 19, 2016 requesting bid for bio-solids tipping at the Moore County Water Pollution Control Plant. Only one bid was received on May 27, 2016 from Chambers Development proposing a cost per ton of \$22.50 for FY17 and a cost per ton of \$23.20 for FY18.

IMPLEMENTATION PLAN:

Authorize Chairman to approve Service Contract with Chambers Development of North Carolina Inc.

FINANCIAL IMPACT STATEMENT:

Purchase Order for FY 17 not to exceed amount is \$90,000 and \$92,800 for FY18. These funds have been budgeted for FY 17 and will be budgeted for FY18.

RECOMMENDATION SUMMARY:

Make a motion to authorize Chairman to approve Service Contract with Chambers Development of North Carolina Inc.

SUPPORTING ATTACHMENTS:

Invitation for bid
Bid from Chambers
Bid tabulation
Contract

BID TABULATION
RFP 2016-11 - WASTEWATER BIO-SOLID TIPPING SERVICES
May 27, 2016

	Chambers Development of NC Inc. dba Anson Landfill
Cost/Ton FY 2017	\$22.50
Cost/Ton FY 2018	\$23.20

**COUNTY OF MOORE
NORTH CAROLINA**

REQUEST FOR PROPOSALS

ISSUE DATE: May 19, 2016

RFP#: 2016-11

TITLE: WASTEWATER BIO-SOLID TIPPING SERVICES

ISSUING DEPARTMENT: County of Moore Financial Services
Attn: Terra Vuncannon
206 S. Ray Street
PO Box 905
Carthage, NC 28327

Sealed Proposals will be received until Friday May 27, 2016 at 4:00 pm from qualified vendors for Wastewater Bio-Solid Tipping Services for the County of Moore Water Pollution control Plant. All inquiries for information concerning Instructions for Proposals, Bid Submission Requirements or Procurement Procedures shall be directed to (in writing):

Terra Vuncannon, Purchasing Coordinator
PO Box 905
Carthage, NC 28327
(910) 947-7118 (Telephone)
(910) 947-6311 (Fax)
tvuncannon@moorecountync.gov

Sealed Proposals shall be mailed and/or hand delivered to the Issuing Department shown above, and the envelope shall bear the name and number of this Request for Proposal. It is the sole responsibility of the Bidder to ensure that its bid reaches the Issuing Department by the designated date and hour indicated above.

In compliance with the Request for Proposals and to all the terms and conditions imposed herein, the undersigned offers and agrees to furnish the services described in accordance with the attached signed bid.

Firm Name: Chambers Development of NC Inc. dba Anson Landfill Date: 05/24/2016

Address: 375 Dozer Drive Phone: 704-694-6900

Polkton, NC 28135

By: J. Tyler Fitzgerald
(typed)

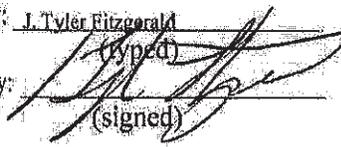
By: 
(signed)

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INSTRUCTIONS FOR PROPOSALS

1. **Proposals shall be submitted to the Issuing Department on the enclosed Proposal Form.** In order for a proposal to be considered, it shall be based on the terms, conditions and specifications contained herein and shall be a complete response to this RFP. The County reserves the right to make an award in whole, or in part, and to reject and all proposals, and to waive any informality in proposals unless otherwise specified by the Bidder. The Bidder shall sign the bid correctly and bids may be rejected if they show omissions, alterations of form, additions not called for, conditional bids or any irregularities of any kind.
2. All labor costs, direct and indirect, shall have been determined and included in the proposal. The cost and availability of all equipment, materials, and supplies associated with performing the services described herein shall have been determined and included in the proposal. Do not include sales tax in bid figures. The County pays sales tax and will add this to your bid figures separately when invoices are paid. All price quotes shall include delivery to the delivery point, installation and set-up charges, as necessary. Goods shall be set in place ready for owner's use. All goods shall be new and of average quality. No remanufactured, refurbished or used goods will be accepted. Appropriate product information (e.g. brochures, catalog cuts, etc.) shall be included with the proposal.
3. After the RFP issue date, all communications between the Issuing Department and prospective Bidders shall be in writing. No oral questions shall be accepted. Any inquiries, requests for interpretation, technical questions, clarifications, or additional information shall be directed to Terra Vuncannon at tvuncannon@moorecountync.gov or at the address listed on page one of this solicitation. All questions concerning this RFP shall reference the RFP number, section and page number. Questions and responses affecting the scope of the goods will be provided to all prospective Bidders by issuance of an Addendum. All written questions shall be received by the Issuing Department no later than 4:00 pm Monday May 23, 2016. NO EXCEPTIONS.
4. The County will not be responsible for any oral instructions. Should a Bidder find discrepancies in, or omissions from the documents, or should be in doubt as to their meaning, s/he should at once notify the Issuing Department, and a written addendum shall be issued. Acknowledgement of any Addendum received during the time of the bidding shall be noted on the Bid Form in the spaces provided. In closing of a contract, any Addendum issued shall become a part thereof.
5. Proposals will be examined promptly after opening and award will be made at the earliest possible date. The prices quoted must be held firm, and no bids may be withdrawn until 90 days after bid opening date. The County reserves the right to conduct any test/inspection it may deem advisable to ensure services/materials/supplies/equipment, as appropriate, conform to specifications.
6. Pursuant to North Carolina General Statutes Section 143-129, "award shall be made to the lowest responsible Bidder or Bidders, taking into consideration quality, performance and the time specified in the proposals for the performance of the contract."
7. The materials/supplies/equipment furnished under any resulting contract shall be covered by the manufacturer's most favorable commercial warranty. Each Bidder shall plainly set forth the warranty for the goods in the bid. Operations and maintenance manuals for equipment shall

also be provided, as appropriate.

8. The County of Moore has waived the Bid Deposit.
9. All purchases for goods or services are subject to the availability of funds for this purpose.
10. The General Statutes of the State of North Carolina, insofar as they apply to purchasing and competitive bidding, are made a part hereof.
11. The County of Moore is committed to creating and maintaining an environment free from harassment and other forms of misconduct that fundamentally compromise the working environment of the County. All contractors performing work/services at a County facility shall take all necessary steps to assure that none of its employees engage in harassment or intimidation relating to personal beliefs or characteristics of anyone on the County's premises, including but not limited to, race, religion, age, color, sex, national origin or disability. Such harassment is unacceptable and will not be condoned in any form at the County of Moore. If such conduct occurs, the contractor will take all necessary steps to stop it and prevent its future occurrence. This policy shall be strictly enforced.
12. For all the work being performed under this Contract, the County of Moore has the right to inspect, examine, and make copies of any and all books, accounts, records and other writing relating to the performance of the work. Audits shall take place at times and locations mutually agreed upon by both parties, although the vendor/contractor must make the materials to be audited available within one (1) week of the request for them.
13. The Bidder agrees that it will not identify the County of Moore as a client in any other proposal, resume, or informational brochure without first requesting and obtaining, in writing, the permission of the County of Moore Board of Commissioners.
14. All Bidders must complete and submit the Vendor Application Form, Non-Collusion and E-Verify affidavits with their bid package. This information will be used to create or update the County's bidder/vendor file.
15. The County of Moore reserves the right to reject any and all proposals. It further reserves the right to waive informalities insofar as it is authorized so to do where it deems it advisable in protection of the best interests of the County.
16. Proposals will be tabulated, reviewed and a recommendation presented to the County of Moore Board of Commissioners for their approval.
17. Any and all exceptions to the Specifications must be stated in writing, giving complete details of what is to be furnished in lieu of requested Specifications.
- 18.
19. The County of Moore reserves the right to cancel and terminate any resulting contract, in whole or in part, without penalty, upon forty-five (45) days notices to the Vendor(s). Any contract cancellation shall not relieve the Vendor(s) of the obligation to deliver any outstanding services issued prior to the effective date of the cancellation.

Background and Scope of Work

In order to maintain compliance, the County of Moore Water Pollution Control Plant is seeking proposals for the tipping of bio-solids for fiscal year 2016-2017 with an automatic renewal for one fiscal year. Lined landfills and NC state approved composting facilities are acceptable venues. Site should be within 75 miles of the Water Pollution Control Plant located at 1094 Addor Road Aberdeen, NC 28315.

Approximately 4000 tons must be tipped prior to June 30, 2017. An anticipated 4000 tons will be required to be tipped for fiscal year 2017-2018.

2016 Results for Toxicity Characteristic Leachate Procedure (TCLP) and Polychlorinated biphenyl (PCB) are included in the proposal packet.

Also included is the Sludges Excluded from Municipal Solid Waste document.

Specify

- Landfill hours-acceptable times for first load and last load
- Maximum number of tons acceptable per day
- Is it acceptable to mix rags (from bar screen) into the bio-solids for disposal
- Destination tipping site - physical address



RESEARCH & ANALYTICAL LABORATORIES, INC.
Analytical/Process Consultations

RECEIVED
FEB 18 2016

COPY

BY: _____



Toxicity Characteristic Leachate Procedure (TCLP) Analysis of Sludge Sample for Macon County WPCP, collected 07 January 2016

EPA HW Number	Contaminant	Quantitation Limit(mg/L)	0107040 Sludge Results (mg/L)	Characteristic Level(mg/L)	EPA Method	Analyst
I. TCLP METALS						
D-004	Arsenic	0.010	BQL	5.00	6010	SG
D-005	Barium	0.040	0.052	100	6010	SG
D-006	Cadmium	0.005	BQL	1.00	6010	SG
D-007	Chromium	0.010	BQL	5.00	6010	SG
D-008	Lead	0.005	BQL	5.00	6010	SG
D-009	Mercury	0.0020	BQL	0.200	7470	SG
D-010	Selenium	0.100	BQL	1.00	6010	SG
D-011	Silver	0.010	BQL	5.00	6010	SG
II. TCLP VOLATILES						
D-018	Benzene	0.050	BQL	0.500	8260	DH
D-019	Carbon Tetrachloride	0.050	BQL	0.500	8260	DH
D-021	Chlorobenzene	0.050	BQL	100	8260	DH
D-022	Chloroform	0.100	BQL	6.00	8260	DH
D-028	1,2-Dichloroethane	0.050	BQL	0.500	8260	DH
D-029	1,1-Dichloroethylene	0.050	BQL	0.700	8260	DH
D-035	Methyl Ethyl Ketone	0.500	BQL	200	8260	DH
D-039	Tetrachloroethylene	0.050	BQL	0.700	8260	DH
D-040	Trichloroethylene	0.050	BQL	0.500	8260	DH
D-043	Vinyl Chloride	0.050	BQL	0.200	8260	DH
III. TCLP SEMI-VOLATILES						
D-023	O-Creosol	20.0	BQL	200	8270	SQ
D-024	M-Creosol	20.0	BQL	200	8270	SQ
D-025	p-Creosol	20.0	BQL	200	8270	SQ
D-026	Creosol	20.0	BQL	200	8270	SQ
D-027	1,4-Dichlorobenzene	0.750	BQL	7.50	8270	SQ
D-030	2,4-Dinitrotoluene	0.050	BQL	0.150	8270	SQ
D-032	Hexachlorobenzene	0.050	BQL	0.150	8270	SQ
D-033	Hexachlorobutadiene	0.050	BQL	0.500	8270	SQ
D-034	Hexachloroethane	0.300	BQL	3.00	8270	SQ
D-036	Nitrobenzene	0.200	BQL	2.00	8270	SQ
D-037	Pentachlorophenol	10.0	BQL	100	8270	SQ
D-038	Pyridine	0.500	BQL	5.00	8240	SQ
D-041	2,4,5-Trichlorophenol	40.0	BQL	400	8270	SQ
D-042	2,4,6-Trichlorophenol	0.200	BQL	2.00	8270	SQ
IV. TCLP PESTICIDES/HERBICIDES						
D-020	Chlordane	0.003	BQL	0.030	8087	EB
D-016	2,4-D	1.000	BQL	10.0	8151	EB
D-012	Endrin	0.002	BQL	0.020	8081	EB
D-031	Heptachlor	0.0008	BQL	0.008	8081	EB
D-013	Lindane	0.040	BQL	0.400	8081	EB
D-014	Methoxychlor	1.000	BQL	10.0	8081	EB
D-015	Toxaphene	0.050	BQL	0.500	8081	EB
D-017	2,4,5-TP(Silvex)	0.100	BQL	1.00	8151	EB
V. REACTIVITY						
D-003	Cyanide	1.00	BQL		9010	DW
D-003	Sulfide	5.00	BQL		9030	DW
VI. CORROSIVITY						
D-002	pH	Std. Units	6.40		9045	DW
VII. IGNITABILITY						
D-001	Ignitability		WNI		1010	DW
VIII.						
	Paint Filter Test		NFL			
	Sample Number		13546-04			
	Sample Date		01/07/16			
	Sample Time (hrs)		0835			
	Sample Matrix		Sludge			

BQL = Below Quantitation Limits
mg/l. = milligrams per liter = parts per million (ppm)
NFL = No Free Liquids

WNI = Will Not Ignite
mg/kg = milligrams per kilogram = parts per million (ppm)
FLP = Free Liquids Present



**RESEARCH & ANALYTICAL
LABORATORIES, INC.**
Analytical/Process Consultations

COPY

NEGATIVE
FEB 18 2016



BY:

*Chemical Analysis for PCB's by EPA Method 8082 (A Moore Co WPCP Project Identified as Sludge)
Collected 07 January 2016*

I. Sample Location	Sample Number	Sampling Date	Sampling Time	PCB 1016 (mg/kg)	PCB 1221 (mg/kg)	PCB 1232 (mg/kg)	PCB 1242 (mg/kg)	PCB 1248 (mg/kg)	PCB 1254 (mg/kg)	PCB 1260 (mg/kg)
Sludge 0107041	13546-05	01/07/16	0835	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50

mg/kg = milligrams per kilogram
BQL = Below Quantitation Limits

< = less than or below quantitation limits
PCB = Polychlorinated Biphenyl



Sales and Use Tax Division
North Carolina Department of Revenue
Post Office Box 25000
Raleigh, North Carolina 27640-0001
www.dorc.com

IMPORTANT NOTICE: SLUDGES EXCLUDED FROM MUNICIPAL SOLID WASTE

N.C. Gen. Stat. § 130A-290(a)(34) defines "sludge" as "any solid, semisolid or liquid waste generated from a municipal, commercial, institutional or industrial wastewater treatment plant, water supply treatment plant or air pollution control facility, or any other waste having similar characteristics and effects."

N.C. Gen. Stat. § 130A-290(a)(18a) provides that "municipal solid waste" means "any solid waste resulting from the operation of residential, commercial, industrial, governmental, or institutional establishments that would normally be collected, processed, and disposed of through a public or private solid waste management service. Municipal solid waste does not include hazardous waste, sludge, industrial waste managed in a solid waste management facility owned and operated by the generator of the industrial waste for management of that waste, or solid waste from mining or agricultural operations."

The Division of Waste Management of the North Carolina Department of Environment and Natural Resources has confirmed that sludges are specifically excluded from the list of wastes that are considered municipal solid waste; therefore, sludges are not subject to the solid waste disposal tax pursuant to N.C. Gen. Stat. § 105-187.61.

Questions about this notice can be directed to the Taxpayer Assistance and Collection Center at telephone number 1-877-252-3052 (toll-free) or in writing to the Taxpayer Assistance Division, North Carolina Department of Revenue, PO Box 25000, Raleigh, NC 27640-0001.

September 2012

PROPOSAL FORM

Sealed Proposals will be received until 4:00 pm on Friday May 27, 2016 in Financial Services, County of Moore, 206 S. Ray Street, Carthage, NC 28327. Opening will not be public.

Use this form only for submitting proposals. In submitting your proposal, keep in mind that any alterations, changes in proposal format, etc. will make it difficult to evaluate proposals. All items should be in the units, quantities, units of measurement, etc. specified. Do not submit alternates unless requested. The County of Moore shall reserve the right to reject any or all proposals.

TOTAL COST PER TON (July 1, 2016 - June 30, 2017): \$ 22.50/Ton

TOTAL COST PER TON (July 1, 2017 - June 30, 2018): \$ 23.20/Ton

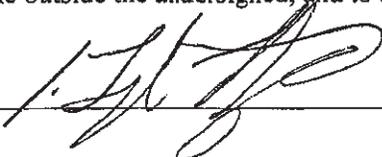
Additional Information:

- 1. Landfill hours-acceptable times for first load and last load 6:30 AM until 2:00 PM
- 2. Maximum number of tons acceptable per day 100 - 150 Tons/Day
- 3. Is it acceptable to mix rags (from bar screen) into the bio-solids for disposal Yes *
- 4. Destination tipping site - physical address 375 Dozer Drive
Polkton, NC 28135

* All waste streams must have prior environmental approval.

The County may award a contract for all or part of the items specified.

I certify that the contents of this bid are known to no one outside the undersigned, and to the best of my knowledge all requirements have been complied with.

Date 05/24/2016 Authorized Signature 

Receipt of the following addendum is acknowledged:

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

**COUNTY OF MOORE
NON-COLLUSION AFFIDAVIT**

State of North Carolina
County of Moore

I J. Tyler Fitzgerald, being first duly sworn, deposes and says that:

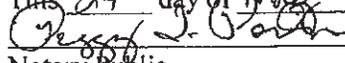
He/She is the District Manager of Anson Landfill, the Bidder that has submitted the attached bid;

He/She is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

Neither the said Bidder nor any of its officers, partners, owners' agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder or to fix overhead, profit or cost element of the bid price of any other Bidder or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County of Moore or any person interested in the proposed contract; and,

The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.


Title District Manager

State of North Carolina
County of Mecklenburg
Subscribed and sworn before me,
This 24th day of May, 2016

Notary Public
My commission expires: _____

PEGGY J. POSTON
Notary Public, North Carolina
Caldwell County
My Commission Expires
January 21, 2019

Moore County E-Verify Affidavit

STATE OF NORTH CAROLINA

AFFIDAVIT

COUNTY OF MOORE

I, J. Tyler Fitzgerald (the individual attesting below), being duly authorized by and on behalf of Anson Landfill (the entity bidding on project hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

- 1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
- 2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
- 3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (mark Yes or No)
 - a. YES X, or
 - b. NO
- 4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.

Executed, this 24 day of May, 2016.

[Signature]
Signature of Affiant
Print or Type Name: J. TYLER FITZGERALD

State of North Carolina
County of Mecklenburg

Signed and sworn to (or affirmed) before me, this the 24th day of 24th May, 2016.

My Commission Expires: [Signature]
Notary Public

(Affix Official/Notarial Seal)

PEGGY T POSTON
Notary Public, North Carolina
Caldwell County
My Commission Expires
January 21, 2019

RFP Number (if applicable): 2016-11

Name of Vendor or Bidder: Chambers Development of NC Inc, dba Anson Landfill

**IRAN DIVESTMENT ACT CERTIFICATION
REQUIRED BY N.C.G.S. 143C-6A-5(a)**

As of the date listed below, the vendor or bidder listed above is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4.

The undersigned hereby certifies that he or she is authorized by the vendor or bidder listed above to make the foregoing statement.

	<u>05/24/2016</u>
Signature	Date
<u>J. Tyler Fitzgerald</u>	<u>District Manager</u>
Printed Name	Title

Notes to persons signing this form:

N.C.G.S. 143C-6A-5(a) requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

- When a bid is submitted
- When a contract is entered into (if the certification was not already made when the vendor made its bid)
- When a contract is renewed or assigned

N.C.G.S. 143C-6A-5(b) requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List.

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/iran and will be updated every 180 days.



Vendor Application

County of Moore
 Financial Services – Purchasing Division
 PO Box 905
 Carthage, NC 28327
 Phone: (910) 947 - 6310
 Fax: (910) 947 - 6311

Please Type or Print Legibly
 Federal ID #: 009942059

SS# _____

Vendor # _____

Vendor Name Chambers Development of NC Inc. dab Anson Landfill	Date 05/24/2016
--	---------------------------

ORDER ADDRESS		PAY ADDRESS	
Street	375 Dover Drive	Street	375 Dozer Drive
Street		Post Office Box	
City	Polkton	City	Polkton
State	NC	State	NC
Zip Code	28135	Zip Code	28135

CONTACT PERSON J. Tyler Fitzgerald	TELEPHONE NUMBER 704-694-6900	FAX NUMBER 704-694-2537
--	---	-----------------------------------

YEAR ESTABLISHED 2000	TERMS Net 30	DISCOUNT
---------------------------------	------------------------	-----------------

CONTRACTOR'S LICENSE # (if applicable)	SIGNATURE
	EMAIL ADDRESS: TylerF@wasteconnections.com

This firm certifies that it is a: (if applicable)

Disabled

Minority Business Enterprise

Women Business Enterprise

To qualify for MWBE status, 51% of the company must be owned and controlled by minority groups or women. For the purpose of this definition, minority group members are Black Americans, Hispanic Americans, American Indians and/or American Women. To qualify for Disabled status, 51% of the company must be owned and controlled by disabled persons.

Product(s) and/or Service(s)

Please list the type product(s) and/or Service(s) that your company can provide.

Landfill Disposal Non-Hazardous Waste _____

Solidification Non-Hazardous Liquids _____

References

Chesterfield County Public Works - Rose Gainey 843/623-2464

Anson County WWTP - Gary Garrison 704/694-5293

STAT, Inc - Philip Lawhon 803/389-8808

**Request for Taxpayer
 Identification Number and Certification**

Give Form to the
 requester. Do not
 send to the IRS.

1 Name as shown on your income tax return. Name is required on this line; do not leave this line blank.
Chambers Development of NC, Inc

2 Business name (if different from line 1) or other name from above.
Anson Landfill

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
 Individual sole proprietor or single-member LLC
 Limited liability company. Enter the tax classification (S-C corporation, S-B corporation, P-partnership) in the box below for the tax classification of the single-member owner.
 Other (see instructions)
 C Corporation
 S Corporation
 Partnership
 Trust/estate

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 2).
 Except payee code (if any)
 Exemption from FATCA reporting code (if any)
 (Power to access rendered check for US)

5 Address (number, street, and apt. or suite no.)
375 Dozer Drive

6 City, state, and ZIP code
Polkton, NC 28135

7 List secondary number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note: If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number:
 [] [] [] - [] [] [] - [] [] []

or
 Employer identification number:
 [] [] [] - [] [] [] [] [] [] [] []

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA codes entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out line 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign this certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here:  Date: **05/24/2016**

General Instructions

Read the instructions to the Internal Revenue Code unless otherwise notified.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after its release) is at www.irs.gov/w9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-DIV (interest earned or paid)
- Form 1099-INT (interest, including those from stocks or mutual funds)
- Form 1099-NEC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

• Form 1099 (some mortgage interest), 1099-E (student loan interest), 1099-T (Tuition)

• Form 1099-C (canceled debt)

• Form 1099-A (repossession or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien) to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filed-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify that you are not subject to backup withholding, or:
3. Claim exemption from backup withholding if you are a U.S. citizen, payee, if applicable, you are also certifying that as a U.S. person, your accounts share of any partnership income from a U.S. broker or business is not subject to the withholding tax on foreign partner's share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, if correct. See *What is FATCA reporting?* on page 2 for further information.

**COUNTY OF MOORE
NORTH CAROLINA**

REQUEST FOR PROPOSALS

ISSUE DATE: May 19, 2016

RFP#: 2016-11

TITLE: WASTEWATER BIO-SOLID TIPPING SERVICES

ISSUING DEPARTMENT: **County of Moore Financial Services
Attn: Terra Vuncannon
206 S. Ray Street
PO Box 905
Carthage, NC 28327**

Sealed Proposals will be received until **Friday May 27, 2016 at 4:00 pm** from qualified vendors for Wastewater Bio-Solid Tipping Services for the County of Moore Water Pollution control Plant. All inquiries for information concerning Instructions for Proposals, Bid Submission Requirements or Procurement Procedures shall be directed to (in writing):

**Terra Vuncannon, Purchasing Coordinator
PO Box 905
Carthage, NC 28327
(910) 947-7118 (Telephone)
(910) 947-6311 (Fax)
tvuncannon@moorecountync.gov**

Sealed Proposals shall be mailed and/or hand delivered to the Issuing Department shown above, and the envelope shall bear the name and number of this Request for Proposal. It is the sole responsibility of the Bidder to ensure that its bid reaches the Issuing Department by the designated date and hour indicated above.

In compliance with the Request for Proposals and to all the terms and conditions imposed herein, the undersigned offers and agrees to furnish the services described in accordance with the attached signed bid.

Firm Name: _____ Date: _____

Address: _____ Phone: _____

By: _____

(typed)

By: _____

(signed)

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INSTRUCTIONS FOR PROPOSALS

1. **Proposals shall be submitted to the Issuing Department on the enclosed Proposal Form.** In order for a proposal to be considered, it shall be based on the terms, conditions and specifications contained herein and shall be a complete response to this RFP. The County reserves the right to make an award in whole, or in part, and to reject and all proposals, and to waive any informality in proposals unless otherwise specified by the Bidder. The Bidder shall sign the bid correctly and bids may be rejected if they show omissions, alterations of form, additions not called for, conditional bids or any irregularities of any kind.
2. All labor costs, direct and indirect, shall have been determined and included in the proposal. The cost and availability of all equipment, materials, and supplies associated with performing the services described herein shall have been determined and included in the proposal. Do not include sales tax in bid figures. The County pays sales tax and will add this to your bid figures separately when invoices are paid. All price quotes shall include delivery to the delivery point, installation and set-up charges, as necessary. Goods shall be set in place ready for owner's use. All goods shall be new and of average quality. No remanufactured, refurbished or used goods will be accepted. Appropriate product information (e.g. brochures, catalog cuts, etc.) shall be included with the proposal.
3. After the RFP issue date, all communications between the Issuing Department and prospective Bidders shall be in writing. No oral questions shall be accepted. Any inquiries, requests for interpretation, technical questions, clarifications, or additional information shall be directed to Terra Vuncannon at tvuncannon@moorecountync.gov or at the address listed on page one of this solicitation. All questions concerning this RFP shall reference the RFP number, section and page number. Questions and responses affecting the scope of the goods will be provided to all prospective Bidders by issuance of an Addendum. All written questions shall be received by the Issuing Department no later than 4:00 pm Monday May 23, 2016. NO EXCEPTIONS.
4. The County will not be responsible for any oral instructions. Should a Bidder find discrepancies in, or omissions from the documents, or should be in doubt as to their meaning, s/he should at once notify the Issuing Department, and a written addendum shall be issued. Acknowledgement of any Addendum received during the time of the bidding shall be noted on the Bid Form in the spaces provided. In closing of a contract, any Addendum issued shall become a part thereof.
5. Proposals will be examined promptly after opening and award will be made at the earliest possible date. The prices quoted must be held firm, and no bids may be withdrawn until **90 days** after bid opening date. The County reserves the right to conduct any test/inspection it may deem advisable to ensure services/materials/supplies/equipment, as appropriate, conform to specifications.
6. Pursuant to North Carolina General Statutes Section 143-129, "award shall be made to the lowest responsible Bidder or Bidders, taking into consideration quality, performance and the time specified in the proposals for the performance of the contract."
7. The materials/supplies/equipment furnished under any resulting contract shall be covered by the manufacturer's most favorable commercial warranty. Each Bidder shall plainly set forth the warranty for the goods in the bid. Operations and maintenance manuals for equipment shall

also be provided, as appropriate.

8. The County of Moore has waived the Bid Deposit.
9. All purchases for goods or services are subject to the availability of funds for this purpose.
10. The General Statutes of the State of North Carolina, insofar as they apply to purchasing and competitive bidding, are made a part hereof.
11. The County of Moore is committed to creating and maintaining an environment free from harassment and other forms of misconduct that fundamentally compromise the working environment of the County. All contractors performing work/services at a County facility shall take all necessary steps to assure that none of its employees engage in harassment or intimidation relating to personal beliefs or characteristics of anyone on the County's premises, including but not limited to, race, religion, age, color, sex, national origin or disability. Such harassment is unacceptable and will not be condoned in any form at the County of Moore. If such conduct occurs, the contractor will take all necessary steps to stop it and prevent its future occurrence. This policy shall be strictly enforced.
12. For all the work being performed under this Contract, the County of Moore has the right to inspect, examine, and make copies of any and all books, accounts, records and other writing relating to the performance of the work. Audits shall take place at times and locations mutually agreed upon by both parties, although the vendor/contractor must make the materials to be audited available within one (1) week of the request for them.
13. The Bidder agrees that it will not identify the County of Moore as a client in any other proposal, resume, or informational brochure without first requesting and obtaining, in writing, the permission of the County of Moore Board of Commissioners.
14. All Bidders must complete and submit the Vendor Application Form, Non-Collusion and E-Verify affidavits with their bid package. This information will be used to create or update the County's bidder/vendor file.
15. The County of Moore reserves the right to reject any and all proposals. It further reserves the right to waive informalities insofar as it is authorized so to do where it deems it advisable in protection of the best interests of the County.
16. Proposals will be tabulated, reviewed and a recommendation presented to the County of Moore Board of Commissioners for their approval.
17. Any and all exceptions to the Specifications must be stated in writing, giving complete details of what is to be furnished in lieu of requested Specifications.
- 18.
19. The County of Moore reserves the right to cancel and terminate any resulting contract, in whole or in part, without penalty, upon forty-five (45) days notices to the Vendor(s). Any contract cancellation shall not relieve the Vendor(s) of the obligation to deliver any outstanding services issued prior to the effective date of the cancellation.

Background and Scope of Work

In order to maintain compliance, the County of Moore Water Pollution Control Plant is seeking proposals for the tipping of bio-solids for fiscal year 2016-2017 with an automatic renewal for one fiscal year. Lined landfills and NC state approved composting facilities are acceptable venues. Site should be within 75 miles of the Water Pollution Control Plant located at 1094 Addor Road Aberdeen, NC 28315.

Approximately 4000 tons must be tipped prior to June 30, 2017. An anticipated 4000 tons will be required to be tipped for fiscal year 2017-2018.

2016 Results for Toxicity Characteristic Leachate Procedure (TCLP) and Polychlorinated biphenyl (PCB) are included in the proposal packet.

Also included is the Sludges Excluded from Municipal Solid Waste document.

Specify

- Landfill hours-acceptable times for first load and last load
- Maximum number of tons acceptable per day
- Is it acceptable to mix rags (from bar screen) into the bio-solids for disposal
- Destination tipping site - physical address



RESEARCH & ANALYTICAL LABORATORIES, INC.
Analytical/Process Consultations

RECEIVED
FEB 18 2016

COPY

BY:



Toxicity Characteristic Leachate Procedure (TCLP) Analysis of Sludge Sample for Moore County WPCP, collected 07 January 2016

EPA HW Number	Contaminant	Quantitation Limit(mg/L)	0107040 Sludge Results (mg/L)	Characteristic Level(mg/L)	EPA Method	Analyst
I. TCLP METALS						
D-004	Arsenic	0.010	BQL	5.00	6010	SG
D-005	Barium	0.040	0.052	100	6010	SG
D-006	Cadmium	0.005	BQL	1.00	6010	SG
D-007	Chromium	0.010	BQL	5.00	6010	SG
D-008	Lead	0.005	BQL	5.00	6010	SG
D-009	Mercury	0.0020	BQL	0.200	7470	SG
D-010	Selenium	0.100	BQL	1.00	6010	SG
D-011	Silver	0.010	BQL	5.00	6010	SG
II. TCLP VOLATILES						
D-018	Benzene	0.050	BQL	0.500	8260	DH
D-019	Carbon Tetrachloride	0.050	BQL	0.500	8260	DH
D-021	Chlorobenzene	0.050	BQL	100	8260	DH
D-022	Chloroform	0.100	BQL	6.00	8260	DH
D-028	1,2-Dichloroethane	0.050	BQL	0.500	8260	DH
D-029	1,1-Dichloroethylene	0.050	BQL	0.700	8260	DH
D-035	Methyl Ethyl Ketone	0.500	BQL	200	8260	DH
D-039	Tetrachloroethylene	0.050	BQL	0.700	8260	DH
D-040	Trichloroethylene	0.050	BQL	0.500	8260	DH
D-043	Vinyl Chloride	0.050	BQL	0.200	8260	DH
III. TCLP SEMI-VOLATILES						
D-023	O-Creosol	20.0	BQL	200	8270	SQ
D-024	M-Creosol	20.0	BQL	200	8270	SQ
D-025	p-Creosol	20.0	BQL	200	8270	SQ
D-026	Creosol	20.0	BQL	200	8270	SQ
D-027	1,4-Dichlorobenzene	0.750	BQL	7.50	8270	SQ
D-030	2,4-Dinitrotoluene	0.050	BQL	0.130	8270	SQ
D-032	Hexachlorobenzene	0.050	BQL	0.130	8270	SQ
D-033	Hexachlorobutadiene	0.050	BQL	0.500	8270	SQ
D-034	Hexachloroethane	0.300	BQL	3.00	8270	SQ
D-036	Nitrobenzene	0.200	BQL	2.00	8270	SQ
D-037	Pentachlorophenol	10.0	BQL	100	8270	SQ
D-038	Pyridine	0.500	BQL	5.00	8240	SQ
D-041	2,4,5-Trichlorophenol	40.0	BQL	400	8270	SQ
D-042	2,4,6-Trichlorophenol	0.200	BQL	2.00	8270	SQ
IV. TCLP PESTICIDES/HERBICIDES						
D-020	Chlordane	0.003	BQL	0.030	8087	EB
D-016	2,4-D	1.000	BQL	10.0	8151	EB
D-012	Endrin	0.002	BQL	0.020	8081	EB
D-031	Heptachlor	0.0008	BQL	0.008	8081	EB
D-013	Lindane	0.040	BQL	0.400	8081	EB
D-014	Methoxychlor	1.000	BQL	10.0	8081	EB
D-015	Toxaphene	0.050	BQL	0.500	8081	EB
D-017	2,4,5-TP(Silvex)	0.100	BQL	1.00	8151	EB
V. REACTIVITY						
D-003	Cyanide	1.00	BQL		9010	DW
D-003	Sulfide	5.00	BQL		9030	DW
VI. CORROSIVITY						
D-002	pH	Std. Units	6.40		9045	DW
VII. IGNITABILITY						
D-001	Ignitability		WNI		1010	DW
VIII.						
	Paint Filter Test		NFL			
	Sample Number		13546-04			
	Sample Date		01/07/16			
	Sample Time (hrs)		0835			
	Sample Matrix		Sludge			

BQL = Below Quantitation Limits
mg/L = milligrams per Liter = parts per million (ppm)
NFL = No Free Liquids

WNI = Will Not Ignite
mg/kg = milligrams per kilogram = parts per million (ppm)
FLP = Free Liquids Present



**RESEARCH & ANALYTICAL
LABORATORIES, INC.**
Analytical/Process Consultations

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FEB 18 2016



BY:

*Chemical Analysis for PCB's by EPA Method 8082 (A Moore Co WPCP Project Identified as Sludge)
Collected 07 January 2016*

I. Sample Location	Sample Number	Sampling Date	Sampling Time	PCB 1016 (mg/kg)	PCB 1221 (mg/kg)	PCB 1232 (mg/kg)	PCB 1242 (mg/kg)	PCB 1248 (mg/kg)	PCB 1254 (mg/kg)	PCB 1260 (mg/kg)
Sludge 0107041	13546-05	01/07/16	0835	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50

mg/kg = milligrams per kilogram
BQL = Below Quantitation Limits

< = less than or below quantitation limits
PCB = Polychlorinated Biphenyl



Sales and Use Tax Division
North Carolina Department of Revenue
Post Office Box 25000
Raleigh, North Carolina 27640-0001
www.dornc.com

IMPORTANT NOTICE: SLUDGES EXCLUDED FROM MUNICIPAL SOLID WASTE

N.C. Gen. Stat. § 130A-290(a)(34) defines "sludge" as "any solid, semisolid or liquid waste generated from a municipal, commercial, institutional or industrial wastewater treatment plant, water supply treatment plant or air pollution control facility, or any other waste having similar characteristics and effects."

N.C. Gen. Stat. § 130A-290(a)(18a) provides that "municipal solid waste" means "any solid waste resulting from the operation of residential, commercial, industrial, governmental, or institutional establishments that would normally be collected, processed, and disposed of through a public or private solid waste management service. Municipal solid waste does not include hazardous waste, sludge, industrial waste managed in a solid waste management facility owned and operated by the generator of the industrial waste for management of that waste, or solid waste from mining or agricultural operations."

The Division of Waste Management of the North Carolina Department of Environment and Natural Resources has confirmed that sludges are specifically excluded from the list of wastes that are considered municipal solid waste; therefore, sludges are not subject to the solid waste disposal tax pursuant to N.C. Gen. Stat. § 105-187.61.

Questions about this notice can be directed to the Taxpayer Assistance and Collection Center at telephone number 1-877-252-3052 (toll-free) or in writing to the Taxpayer Assistance Division, North Carolina Department of Revenue, PO Box 25000, Raleigh, NC 27640-0001.

September 2012

PROPOSAL FORM

Sealed Proposals will be received until 4:00 pm on Friday May 27, 2016 in Financial Services, County of Moore, 206 S. Ray Street, Carthage, NC 28327. Opening will not be public.

Use this form only for submitting proposals. In submitting your proposal, keep in mind that any alterations, changes in proposal format, etc. will make it difficult to evaluate proposals. All items should be in the units, quantities, units of measurement, etc. specified. Do not submit alternates unless requested. The County of Moore shall reserve the right to reject any or all proposals.

TOTAL COST PER TON (July 1, 2016 - June 30, 2017): \$ _____

TOTAL COST PER TON (July 1, 2017 - June 30, 2018): \$ _____

Additional Information:

1. Landfill hours-acceptable times for first load and last load _____
2. Maximum number of tons acceptable per day _____
3. Is it acceptable to mix rags (from bar screen) into the bio-solids for disposal _____
4. Destination tipping site - physical address _____

The County may award a contract for all or part of the items specified.

I certify that the contents of this bid are known to no one outside the undersigned, and to the best of my knowledge all requirements have been complied with.

Date _____ Authorized Signature _____

Receipt of the following addendum is acknowledged:

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

**COUNTY OF MOORE
NON-COLLUSION AFFIDAVIT**

State of North Carolina
County of Moore

I _____, being first duly sworn, deposes and says that:

He/She is the _____ of _____, the Bidder that has submitted the attached bid;

He/She is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

Neither the said Bidder nor any of its officers, partners, owners' agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder or to fix overhead, profit or cost element of the bid price of any other Bidder or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County of Moore or any person interested in the proposed contract; and,

The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Title

State of North Carolina
County of _____
Subscribed and sworn before me,
This _____ day of _____, 2016

Notary Public
My commission expires: _____

Moore County E-Verify Affidavit

STATE OF NORTH CAROLINA

AFFIDAVIT

COUNTY OF MOORE

I, _____ (the individual attesting below), being duly authorized by and on behalf of _____ (the entity bidding on project hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

- 1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (mark Yes or No)
a. YES _____, or
b. NO _____
4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.

Executed, this ___ day of _____, 2016.

Signature of Affiant
Print or Type Name: _____

State of North Carolina
County of _____

Signed and sworn to (or affirmed) before me, this the ___ day of _____, 2016.

My Commission Expires:

_____, Notary Public

(Affix Official/Notarial Seal)

RFP Number (if applicable): _____

Name of Vendor or Bidder: _____

**IRAN DIVESTMENT ACT CERTIFICATION
REQUIRED BY N.C.G.S. 143C-6A-5(a)**

As of the date listed below, the vendor or bidder listed above is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4.

The undersigned hereby certifies that he or she is authorized by the vendor or bidder listed above to make the foregoing statement.

Signature _____ Date _____

Printed Name _____ Title _____

Notes to persons signing this form:

N.C.G.S. 143C-6A-5(a) requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

- When a bid is submitted
- When a contract is entered into (if the certification was not already made when the vendor made its bid)
- When a contract is renewed or assigned

N.C.G.S. 143C-6A-5(b) requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List.

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/iran and will be updated every 180 days.



Vendor Application

County of Moore

Financial Services – Purchasing Division
 PO Box 905
 Carthage, NC 28327
 Phone: (910) 947 - 6310
 Fax: (910) 947 - 6311

Please Type or Print Legibly

Federal ID # _____ SS # _____ Vendor # _____

Vendor Name

Date

ORDER ADDRESS		PAY ADDRESS	
Street		Street	
Street		Post Office Box	
City		City	
State	Zip Code	State	Zip Code

CONTACT PERSON	TELEPHONE NUMBER	FAX NUMBER
----------------	------------------	------------

YEAR ESTABLISHED	TERMS	DISCOUNT
------------------	-------	----------

CONTRACTOR'S LICENSE # (if applicable)	SIGNATURE
	EMAIL ADDRESS:

This firm certifies that it is a: (if applicable)

- Disabled
 Minority Business Enterprise
 Women Business Enterprise

To qualify for MWBE status, 51% of the company must be owned and controlled by minority groups or women. For the purpose of this definition, minority group members are Black Americans, Hispanic Americans, American Indians and/or American Women. To qualify for Disabled status, 51% of the company must be owned and controlled by disabled persons.

Product(s) and/or Service(s)

Please list the type product(s) and/or Service(s) that your company can provide.

References

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

See specific instructions on page 2. Print or type See specific instructions on page 2.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <hr/> <p>2 Business name/disregarded entity name, if different from above</p> <hr/> <p>3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C-C corporation, S-S corporation, P-partnership) ▶ _____ <i>Note.</i> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____</p> <p>4 Exemptions (check as applicable only to certain entities, not individuals; see instructions on page 2): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts established outside the U.S.)</i></p> <p>5 Address (number, street, and apt. or suite no.) _____ Requestor's name and address (optional) _____</p> <p>6 City, state, and ZIP code _____</p> <p>7 List account number(s) here (optional) _____</p>
---	--

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number _____ - _____ - _____	EIN _____ - _____
Employer identification number _____ - _____	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____
------------------	----------------------------------	--------------

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/w9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

Form 1099 (from mortgage interest), 1099-E (student loan interest), 1099-T (dividends)
 Form 1099-C (cancelled debt)
 Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partner's share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

SAMPLE CONTRACT – DO NOT RETURN
STATE OF NORTH CAROLINA **CONTRACT FOR SERVICES**

COUNTY OF MOORE

This Contract is entered into the _____ day of _____, 20____, between the County of Moore, a political subdivision of the State of North Carolina (the “County”), and _____, _____ (the “Contractor”).

1. Services to be Provided and Agreed Charges

The Contractor agrees to provide services and materials (collectively referred to as “Services”) contained in this Contract pursuant to the provisions and specifications identified in Attachment 1, which is incorporated by reference in this Contract. Pursuant to Section 3 of this Contract, the County agrees to pay for Services contained in Attachment 1.

2. Term of Contract

The term of this Contract is from _____ through _____. This Contract will be automatically renewed for additional one (1) year periods, based on the County’s fiscal year (July 1 – June 30), starting July 1, 20____, not to exceed a total of five (5) renewals.

This Contract is subject to the availability of funds to purchase the specified Services and may be terminated at any time during the term upon thirty (30) days notice if such funds become unavailable.

3. Payment to Contractor

During the initial term of this Contract and during each subsequent renewal, the Contractor will receive from the County a sum not to exceed \$_____ as full compensation for the provision of Services as provided herein. The County agrees to pay at the rates specified for Services, satisfactorily performed or provided, in accordance with this Contract. Unless otherwise specified, the Contractor will submit an itemized invoice to the County by the end of the month during which Services are performed or provided. Payment will be processed promptly upon receipt and approval of the invoice by the County.

4. Independent Contractor

The County and Contractor agree that the Contractor is an independent contractor and will not represent itself as an agent or employee of the County for any purpose in the performance of the Contractor’s duties under this Contract. Accordingly, the Contractor will be responsible for payment of all federal, state and local taxes as well as business license fees arising out of the Contractor’s activities in accordance with this Contract. For purposes of this Contract taxes will include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes.

The Contractor, as an independent contractor, will perform all services in a professional manner and in accordance with the standards of applicable professional organizations and licensing agencies.

5. Insurance

The Contractor will maintain Workers' Compensation Insurance for all of the Contractor's employees. The Workers' Compensation Insurance will be in the amounts prescribed by the laws of the State of North Carolina.

The Contractor will maintain, at its expense, the following minimum insurance coverage:

Bodily Injury	\$1,000,000.00 per occurrence
Property Damage	\$100,000.00 per occurrence
Bodily Injury/Property Damage	\$1,000,000.00 combined single limit per occurrence

Professional liability insurance will be required whenever the Contractor is required to be certified, licensed, or registered by a regulatory entity or where the Contractor's error in judgment, planning, design, or etc. could result in economic loss to the County. If professional liability insurance is required, the coverage must provide for no less than \$1,000,000.00 combined single limit per occurrence.

The Contractor agrees to furnish the County proof of compliance with the insurance coverage requirements of this Contract upon request. The Contractor, upon request by the County, will furnish a certificate of insurance from an insurance company, licensed to do business in the State of North Carolina and acceptable to the County, verifying the existence of the insurance coverage required by the County. The certificate will provide for sixty (60) days advance notice in the event of termination or cancellation of coverage.

6. Indemnification

To the fullest extent permitted by law, the Contractor will indemnify and hold harmless the County, its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or arbitration) arising out of or resulting from the performance of this Contract or the actions of the Contractor, its officials, employees, or contractors under this Contract or under the contracts entered into by the Contractor in connection with this Contract. This indemnification will survive the termination of this Contract.

7. Health and Safety

The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing Services under this Contract.

8. E-Verify

Pursuant to North Carolina General Statute § 143-133.3, E-verify Compliance, the County may not enter into a contract unless the contractor, and the contractor's subcontractors under the contract, comply with the requirements of Article 2 of Chapter 64 of the General Statutes. The Contractor represents and warrants that it is in compliance with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, the Contractor warrants that any subcontractors used by the Contractor will be in compliance with the requirements of Article 2 of Chapter 64 of the General Statutes.

9. Iran Divestment Act Certification

The Contractor warrants that it is not listed on the Final Divestment List created by the State Treasurer pursuant to North Carolina General Statute § 143-6A-4. The Contractor warrants that it will not utilize any subcontractor identified on the Final Divestment List. Prior to the renewal of this Contract, the Contractor will certify, in writing, that neither the Contractor nor its subcontractors are listed on the Final Divestment List. In the event the Contractor or a subcontractor of the Contractor is added to the Final Divestment List, this Contract will be immediately considered void by operation of law.

10. Non-Discrimination in Employment

The Contractor will not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, or disability. In the event the Contractor is determined by the final order of an appropriate agency or court to be in violation of this provision or any non-discrimination provision of federal, state or local law, this Contract may be suspended or terminated, in whole or in part, by the County. In addition, the Contractor may be declared ineligible for further contracts with the County.

11. Governing Law

The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of the State of North Carolina. All actions relating to this Contract in any way will be brought in the General Courts of Justice in the County of Moore and the State of North Carolina.

12. Termination of Agreement

This Contract may be terminated, without cause, by either party upon thirty (30) days written notice to the other party. This termination notice period will begin upon receipt of the notice of termination. Such a termination does not bar either party from pursuing a claim for damages for breach of the Contract.

This Contract may be terminated, for cause, by the non-breaching party notifying the breaching party of a substantial failure to perform in accordance with the provisions of this Contract and if the failure is not corrected within ten (10) days of the receipt of the notification. Upon such termination, the parties will be entitled to such additional rights and remedies as permitted by law.

Termination of this Contract, either with or without cause, will not form the basis of any claim for loss of anticipated profits by either party.

13. Successors and Assigns

The Contractor will not assign its interest in this Contract without the written consent of the County. The Contractor has no authority to enter into contracts on behalf of the County.

14. Compliance with Laws

The Contractor represents that it is in compliance with all Federal, State, and local laws, regulations or orders, as amended or supplemented. The implementation of this Contract will be carried out in strict compliance with all Federal, State, or local laws regarding discrimination in employment.

15. Notices

All notices which may be required by this Contract or any rule of law will be effective when received by certified mail sent to the following addresses:

COUNTY OF MOORE: MOORE COUNTY
 ATTN: DIRECTOR
 P.O. BOX 905
 CARTHAGE, NC 28327

CONTRACTOR:

16. Audit Rights

For all Services being provided under this Contract, the County has the right to inspect, examine, and make copies of any and all books, accounts, invoices, records and other writings relating to the performance of those Services. Audits will take place at times and locations mutually agreed upon by both parties. The Contractor must make the materials to be audited available within one (1) week of the request for them.

17. County Not Responsible for Expenses

The County will not be liable to the Contractor for any expenses paid or incurred by the Contractor unless otherwise agreed in writing.

18. Equipment

The Contractor will supply, at its sole expense, all equipment, tools, materials, and supplies required to provide contracted Services unless otherwise agreed in writing.

19. Priority of Documents

In the event of any inconsistency between the Contract and any attachment to the Contract, the Contract will have priority.

20. Severability

If any provision of this Agreement shall be determined to be unenforceable by a court of competent jurisdiction, such determination will not affect any other provision of this Agreement.

21. Non-Waiver

The failure by one party to require performance of any provision of this Contract will not affect that party's right to require performance at any time thereafter or to enforce other remedies available to it by law or under this Contract. In addition, no waiver of any breach or default of this Contract will constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

22. Entire Agreement

This Contract and Attachment 1 constitute the entire understanding between the parties and supersedes all prior understandings and agreements, whether oral or written, relating to the subject matter hereof.

23. Amendment

This Contract may only be amended by the written mutual agreement of the parties.

24. Drafted by Both Parties

This Contract is deemed to have been drafted by both parties and no interpretation will be made to the contrary.

25. Headings

Subject headings are for convenience only and will not affect the construction or interpretation of any provision.

The parties have expressed their agreement to these terms by causing this Contract to be executed by their duly authorized officers or agents. This Contract is effective as of the date first written above.

COUNTY OF MOORE

J. Wayne Vest
County Manager

CONTRACTOR

By: _____
Title: _____

PREAUDIT CERTIFICATE

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

Finance Officer

SCOPE OF SERVICES

STATE OF NORTH CAROLINA

CONTRACT FOR SERVICES

COUNTY OF MOORE

This Contract is entered into the 19th day of July, 2016, between the County of Moore, a political subdivision of the State of North Carolina (the "County"), and Chambers Development of North Carolina, Inc., an entity incorporated under the laws of the State of North Carolina, doing business as Anson Landfill (the "Contractor").

1. Services to be Provided and Agreed Charges

The Contractor agrees to provide services and materials (collectively referred to as "Services") contained in this Contract pursuant to the provisions and specifications identified in Attachment 1, which is incorporated by reference in this Contract. Pursuant to Section 3 of this Contract, the County agrees to pay for Services contained in Attachment 1.

2. Term of Contract

The term of this Contract is from July 1, 2016, through June 30, 2017. This Contract will be automatically renewed for an additional one (1) year period starting July 1, 2017.

This Contract is subject to the availability of funds to purchase the specified Services and may be terminated at any time during the term upon thirty (30) days notice if such funds become unavailable.

3. Payment to Contractor

During the initial term of this Contract, the Contractor will receive from the County an amount not to exceed \$90,000.00 as full compensation for the provision of Services as provided herein. During the renewal period of this Contract, the Contractor will receive from the County an amount not to exceed \$92,800.00 as full compensation for the provision of Services as provided herein. The County agrees to pay at the rates specified for Services, satisfactorily performed or provided, in accordance with this Contract. Unless otherwise specified, the Contractor will submit an itemized invoice to the County by the end of the month during which Services are performed or provided. Payment will be processed promptly upon receipt and approval of the invoice by the County.

4. Independent Contractor

The County and Contractor agree that the Contractor is an independent contractor and will not represent itself as an agent or employee of the County for any purpose in the performance of the Contractor's duties under this Contract. Accordingly, the Contractor will be responsible for payment of all federal, state and local taxes as well as business license fees arising out of the Contractor's activities in accordance with this Contract. For purposes of this Contract taxes will include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes.

The Contractor, as an independent contractor, will perform all services in a professional manner and in accordance with the standards of applicable professional organizations and licensing agencies.

5. Insurance

The Contractor will maintain Workers' Compensation Insurance for all of the Contractor's employees. The Workers' Compensation Insurance will be in the amounts prescribed by the laws of the State of North Carolina.

The Contractor will maintain, at its expense, the following minimum insurance coverage:

Automobile Liability	\$1,000,000.00 per occurrence
Automobile Property Damage	\$1,000,000.00 per occurrence
Commercial General Liability	\$1,000,000.00 per occurrence
Employer's Liability	\$1,000,000.00 each accident
	\$1,000,000.00 per disease
	\$1,000,000.00 each employee
Umbrella Coverage	\$5,000,000.00

The Contractor agrees to furnish the County proof of compliance with the insurance coverage requirements of this Contract upon request. The Contractor, upon request by the County, will furnish a certificate of insurance from an insurance company, licensed to do business in the State of North Carolina and acceptable to the County, verifying the existence of the insurance coverage required by the County. The certificate will provide for sixty (60) days advance notice in the event of termination or cancellation of coverage.

6. Indemnification

To the fullest extent permitted by law, the Contractor will indemnify and hold harmless the County, its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or arbitration) arising out of or resulting from the performance of this Contract or the actions of the Contractor, its officials, employees, or contractors under this Contract or under the contracts entered into by the Contractor in connection with this Contract. This indemnification will survive the termination of this Contract.

7. Health and Safety

The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing Services under this Contract.

8. E-Verify

Pursuant to North Carolina General Statute § 143-133.3, E-verify Compliance, the County may not enter into a contract unless the contractor, and the contractor's subcontractors under the contract, comply with the requirements of Article 2 of Chapter 64 of the General Statutes. The Contractor represents and warrants that it is in compliance with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, the Contractor warrants that any subcontractors used by the Contractor will be in compliance with the requirements of Article 2 of Chapter 64 of the General Statutes.

9. Iran Divestment Act Certification

Seller certifies that: (i) Seller is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. § 143C-6A-4 (the "Final Divestment List"), and (ii) Seller will not utilize any subcontractor performing work under this Purchase Order which is listed on the Final Divestment List. The Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/iran and should be updated every 180 days.

10. Non-Discrimination in Employment

The Contractor will not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, or disability. In the event the Contractor is determined by the final order of an appropriate agency or court to be in violation of this provision or any non-discrimination provision of federal, state or local law, this Contract may be suspended or terminated, in whole or in part, by the County. In addition, the Contractor may be declared ineligible for further contracts with the County.

11. Governing Law

The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of the State of North Carolina. All actions relating to this Contract in any way will be brought in the General Courts of Justice in the County of Moore and the State of North Carolina.

12. Termination of Agreement

This Contract may be terminated, without cause, by either party upon thirty (30) days written notice to the other party. This termination notice period will begin upon receipt of the notice of termination. Such a termination does not bar either party from pursuing a claim for damages for breach of the Contract.

This Contract may be terminated, for cause, by the non-breaching party notifying the breaching party of a substantial failure to perform in accordance with the provisions of this Contract and if the failure is not corrected within ten (10) days of the receipt of the notification. Upon such termination, the parties will be entitled to such additional rights and remedies as permitted by law.

Termination of this Contract, either with or without cause, will not form the basis of any claim for loss of anticipated profits by either party.

13. Successors and Assigns

The Contractor will not assign its interest in this Contract without the written consent of the County. The Contractor has no authority to enter into contracts on behalf of the County.

14. Compliance with Laws

The Contractor represents that it is in compliance with all Federal, State, and local laws, regulations or orders, as amended or supplemented. The implementation of this Contract will be carried out in strict compliance with all Federal, State, or local laws regarding discrimination in employment.

15. Notices

All notices which may be required by this Contract or any rule of law will be effective when received by certified mail sent to the following addresses:

COUNTY OF MOORE: Randy Gould, Director
Moore County Public Works
P.O. BOX 1927
Carthage, NC 28327

CONTRACTOR: Chambers Development of North Carolina, Inc.
3 Waterway Square Place
Suite #110
The Woodlands, TX 77380

16. Audit Rights

For all Services being provided under this Contract, the County has the right to inspect, examine, and make copies of any and all books, accounts, invoices, records and other writings relating to the performance of those Services. Audits will take place at times and locations mutually agreed upon by both parties. The Contractor must make the materials to be audited available within one (1) week of the request for them.

17. County Not Responsible for Expenses

The County will not be liable to the Contractor for any expenses paid or incurred by the Contractor unless otherwise agreed in writing.

18. Equipment

The Contractor will supply, at its sole expense, all equipment, tools, materials, and supplies required to provide contracted Services unless otherwise agreed in writing.

19. Priority of Documents

In the event of any inconsistency between the Contract and any attachment to the Contract, the Contract will have priority.

20. Severability

If any provision of this Contract shall be determined to be unenforceable by a court of competent jurisdiction, such determination will not affect any other provision of this Contract.

21. Non-Waiver

The failure by one party to require performance of any provision of this Contract will not affect that party's right to require performance at any time thereafter or to enforce other remedies available to it by law or under this Contract. In addition, no waiver of any breach or default of this Contract will constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

22. Entire Agreement

This Contract and Attachment 1 constitute the entire understanding between the parties and supersedes all prior understandings and agreements, whether oral or written, relating to the subject matter hereof.

23. Amendment

This Contract may only be amended by the written mutual agreement of the parties.

24. Drafted by Both Parties

This Contract is deemed to have been drafted by both parties and no interpretation will be made to the contrary.

25. Headings

Subject headings are for convenience only and will not affect the construction or interpretation of any provision.

The parties have expressed their agreement to these terms by causing this Contract to be executed by their duly authorized officers or agents. This Contract is effective as of the date first written above.

COUNTY OF MOORE

CONTRACTOR

Nick J. Picerno, Chairman
Moore County Board of Commissioners

By: J. TERRY FITZGERALD
Title: DISTRICT MANAGER

Attest:

Laura M. Williams
Clerk to the Board

PREAUDIT CERTIFICATE

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

Finance Officer

SCOPE OF SERVICES

1. The Contractor agrees to accept biosolid sludge waste from County's Water Pollution Control Plant, which is located at 1094 Addor Road, Aberdeen, NC 28315, and to haul and dispose of the sludge waste at the Anson Landfill, which is located at 375 Dozer Drive, Polkton, NC 28315.
2. During the initial term of the Contract, the Contractor will invoice the County at the rate of \$22.50 per ton for bio-solid tipping services. During the renewal period of the Contract, the Contractor will invoice the County at the rate of \$23.20 per ton for bio-solid tipping services.
3. Waste Material/Disposal Rights. The County shall have the right to dispose of solid waste and/or approved special waste at the Disposal Facility during the term of this Contract, pursuant to the terms and conditions of this Contract. The term "Disposal Facility" shall mean any landfill, transfer station or other location used by the Contractor to transfer, process, or otherwise dispose of such waste. The term "solid waste" means any garbage, refuse or rubbish resulting from Residential, Industrial or Commercial activities, but shall not include any infectious waste, hazardous waste, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or hazardous material, as defined by applicable federal, state or local laws or regulations ("Excluded Waste"), or any garbage, refuse or rubbish which is required by any governmental authority or by its general nature to be handled or disposed of other than in accordance with the Disposal Facility's normal operating procedures as exist on the date hereof. The term "hazardous waste" means waste, materials, substances or sludges (a) listed or characterized as "hazardous" in the Resource, Conservation and Recovery Act of 1976, the Comprehensive Environmental Response, Compensation and Liability Act, the Toxic Substances Control Act, the Occupational Health and Safety Act, any comparable state or local law, and all rules and regulations promulgated under any of the foregoing, each as amended, including future amendments thereto, excluding minimal quantities of such material typically found in municipal and household refuse which are permissible for disposal at the Disposal Facility under applicable laws or (b) otherwise restricted under all governmental licenses, permits and approvals required for the operation of the Disposal Facility as currently operated.
4. Special Wastes. The term "special waste" shall be defined as any liquid, semi-solid, solid, gaseous material and associated containers generated as a direct result of an industrial, manufacturing or processing operation; any chemically or petroleum contaminated soil or material; any waste water treatment sludge or residue; any asbestos containing material; any waste classified as "special waste" or regulated by a State or other regulatory agency; any medical or infectious waste; incinerator ash; agricultural byproduct waste or any waste generated by the oil and gas industry.
5. Measurement. The rate based on cubic yards shall be determined based on the full rated capacity of each vehicle delivering such solid waste (regardless of whether the vehicle is only partially full). The rate based on tonnage shall be the actual weight of the disposal material (either tare weights will be used or the transporting vehicle must weigh in and out).
6. Extraordinary Levies. Notwithstanding any other provision to the contrary contained herein, in the event that during the term of this Contract there is levied upon the Contractor or upon the operations of the Disposal Facility any extraordinary tax, assessment, fee or charge by any governmental authority or substantial change in regulatory disposal facilities, fuel increases or the waste disposal business which includes the Disposal Facility, which tax, assessment, fee or charge increases in a material manner the Disposal Facility's annual cost to operate the Disposal

Facility over the Disposal Facility's costs of operation of the Disposal Facility for the immediately preceding calendar year, the County will be notified and the parties may either amend the Contract to reflect the changes in costs or terminate the Contract.

7. Unacceptable Waste. If the County delivers to the Disposal Facility any material which does not conform to the definition of solid waste under this Contract or to the requirements of any applicable law, regulation, rule or order (including, without limitation, any Excluded Waste), or any special waste not approved for disposal by the Contractor, the County shall, at the Contractor's request, promptly make available at the Disposal Facility a vehicle suitable for transporting nonconforming material, and the County will coordinate prompt loading of nonconforming material on the vehicle, and the County shall promptly remove such nonconforming material from the Disposal Facility. The County shall also be responsible for increased inspection, testing, study and analysis costs made necessary due to reasonable concerns of the Contractor as to the content of the waste following the discovery of potentially unacceptable waste.
8. The Contractor shall issue a ticket(s) to each County vehicle delivering solid waste to the Disposal Facility. The ticket(s) shall show the date, vehicle number (or other positive identification) and quantity of solid waste to establish charges. This ticket(s), once accepted by the County, shall be conclusive as to the charges owed by the County to Contractor. County agrees to pay such charges due and owing hereunder to Contractor, upon receipt of the invoice. In the event that any amount is overdue, Contractor may terminate this Contract.
9. The County is responsible for all taxes, fees, or other charges imposed by federal, state, or local laws and regulations.

Agenda Item: VIII.L.
Meeting Date: 07/19/2016

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Randy Gould, PE, Director of Public Works
DATE: April 26, 2016
SUBJECT: Transfer of Former Seven Lakes Well Site #12 Back to Landowner
PRESENTER: Randy Gould

REQUEST:

Approve the Well Transfer Agreement between the County of Moore and Mr. Loyd Edwards Auman, Jr.

BACKGROUND:

Per an agreement in 1991, Mr. Auman leased a parcel of land to the County of Moore for the purpose of drilling and maintaining a public well (Seven Lakes Well #12). Moore County Public Utilities (MCPU) discontinued use of the well in 2015. The original agreement causes the well site property lease to terminate upon the County's discontinued use of the public well. Mr. Auman is willing to accept the well for his private use for the purpose of irrigation. The county attorney's office has prepared the attached Release of Liability, Assumption of Risk, and Indemnification Agreement on the transfer of the well. MCPU has informed NC DENR of the discontinued use of the well and it has been deemed inactive by the State.

IMPLEMENTATION PLAN:

Approve the transfer agreement and transfer the well to Mr. Auman's ownership.

FINANCIAL IMPACT STATEMENT:

No cost to the county will be realized for the transfer of the well. Transferring the well to Mr. Auman will actually save MCPU the cost of properly abandoning the well, estimated at \$1,250.

RECOMMENDATION SUMMARY:

Make a motion to approve the transfer agreement and authorize the Chairman to sign the agreement.

SUPPORTING ATTACHMENTS:

Well Transfer Agreement

STATE OF NORTH CAROLINA

COUNTY OF MOORE

RELEASE OF LIABILITY, ASSUMPTION OF RISK,
AND INDEMNIFICATION AGREEMENT

This Agreement is entered into between the County of Moore, a political subdivision of the State of North Carolina ("Grantor"), and Loyd Edward Auman, Jr., an individual and resident of Moore County, North Carolina ("Grantee").

WITNESSETH:

WHEREAS, the Grantor previously leased property from the Grantee for purposes of installing and operating a well for purposes of the Grantor's water distribution system; and

WHEREAS, the Grantor informed the Grantee that the Grantor intended to abandon the well and the Grantee requested that the well be transferred to its ownership; and

WHEREAS, the Grantor is willing to transfer ownership of the well to the Grantee on the condition that the Grantee releases the Grantor of all liability from the ownership and use of the well and that the Grantee releases the Grantor of all liability, assumes all risks, and indemnifies the Grantor from the Grantee's ownership and use of the well.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein, the parties agree as follows:

1. The Well. The Grantor, subsequent to the compliance with the requirements of Section 2, will transfer ownership of a well, which is located upon a certain tract or parcel of land located in West End, Mineral Springs Township, Moore County North Carolina, situated 328 feet southeast of the right-of-way boundary of N.C. Highway 73 and surrounded by the Auman land, and more particularly described as follows:

BEGINNING at an iron rod, a new corner, the same being common with the Auman land, the same also being located S. 10 deg. 53 min. 45 sec. E., 455.93 feet from an iron pipe, the original Auman and Elberta Lodge No. 654 common corner on N. C. Highway 73, thence from the BEGINNING, the following courses and distances as new lines with the Auman land: S. 54 deg. 11 min. 51 sec. E., 210.00 feet to an iron rod; thence, S. 35 deg. 48 min. 09 sec. West, 210.00 feet to an iron rod; thence N. 54 deg. 11 min. 51 sec. West, 210.00 feet to an iron rod; thence N. 35 deg. 48 min. 09 sec. East 210.00 feet to the BEGINNING, containing 1.01 acres, more or less, as computed by Coordinates.

(the "Well"). (Moore County Registry, Book 798, Page 28).

2. Property to be Transferred. Only the well house will be transferred with the Well. No mechanical or electrical equipment, including such items as a well pump, will be included in the transfer of the Well from the County to the Grantee.
3. Prior to Transfer of Ownership. Prior to the transfer of ownership of the Well, the County will disconnect the Well from the County's water distribution system. In addition, the parties will notify the North Carolina Department of Environmental Quality ("DEQ") of the transfer of the Well to the ownership of the Grantee and will comply with all requirements of DEQ prior to completion of the transfer of ownership of the Well.

The transfer of the Well will not be finalized until the parties complete all requirements of this Section of the Agreement. If the requirements of this Section are not met within 60 days of the execution of this Agreement, the parties may mutually agree, in writing, to additional time to comply with this Section. If the parties fail to agree to additional time, then this Agreement will automatically terminate and the County will abandon the Well according to the laws and regulations of the State of North Carolina.

4. Testing. The Grantor has had the Well tested by an independent contractor and the Grantor has provided the Grantee with the results of that testing for informational purposes only. The Grantor does not make any warranties with regards to the results of the testing. The Grantor's test is attached hereto as Attachment 1.

The Grantee has had an opportunity to conduct testing of his own and, regardless of whether the Grantee has or has not conducted its own testing of the Well, the Grantee desires to take ownership of and make use of the Well.

5. Release of Liability. In taking ownership of the Well, the Grantee releases the Grantor, its officials, agents, and employees from any and all liability, causes of action, claims and demands arising out of or resulting from the Grantor's transfer of ownership of the Well to the Grantee, the Grantee's ownership of the Well, and the Grantee's use of the Well.
6. Assumption of the Risks. In taking ownership of the Well, the Grantee assumes all risks, whether known or unknown, associated with the Grantor's transfer of ownership of the Well, the Grantee's ownership of the Well, and the Grantee's use of the Well.
7. Indemnification. To the fullest extent permitted by law, the Grantee will indemnify and hold harmless the Grantor, its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or arbitration) arising out of or resulting from the transfer of ownership of the Well to the Grantee, the Grantee's ownership of the Well, and the Grantee's use of the Well.
8. Severability. If any provision of this Agreement shall be determined to be unenforceable by a court of competent jurisdiction, such determination will not affect any other provision of this Agreement.

9. Entire Agreement. This Agreement constitutes the entire understanding between the parties and supersedes all prior understandings and agreements, whether oral or written, relating to the subject matter hereof.
10. Heirs, Successors, and Assigns. The Terms of this Agreement will be binding upon the parties' heirs, successors, and assigns.
11. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument.
12. Governing Law. The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of the State of North Carolina. All actions relating to this Contract in any way will be brought in the General Courts of Justice in the County of Moore and the State of North Carolina.

IN WITNESS WHEREOF, the parties have expressed their agreement to these terms by causing this Agreement to be executed by their duly authorized officers or agents. This Agreement is effective as of the date first written above.

[SIGNATURES ON THE FOLLOWING TWO PAGES.]

GRANTOR

Nick J. Picerno, Chairman
Moore County Board of Commissioners

(SEAL)

ATTEST:

Laura M. Williams
Clerk to the Board

STATE OF NORTH CAROLINA
COUNTY OF MOORE

I, _____, Notary Public of the County and State aforesaid, certify that Laura M. Williams personally came before me this day and acknowledged that she is the Clerk to the Board of Commissioners for the County of Moore and that by authority duly given, and as the act of the Board, the foregoing instrument was signed in its name by its Chairman, Nick J. Picerno, sealed with its seal and attested to by her as the Clerk to the Board.

Witness my hand and official stamp or seal, this ____ day of _____, 2015.

(Official Seal)

Official Signature of Notary

_____, Notary Public
Notary's printed name

My commission expires: _____

GRANTEE

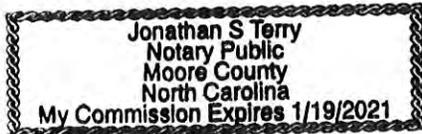
Loyd Edward Auman, Jr.
Loyd Edward Auman, Jr.

STATE OF NORTH CAROLINA
COUNTY OF MOORE

I, Jonathan S. Terry, a Notary Public for said County and State, do hereby certify that Loyd Edward Auman, Jr., personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 27th day of June, 2016.

(Official Seal)



[Signature]
Official Signature of Notary

Jonathan S. Terry, Notary Public
Notary's printed name

My commission expires: 1/19/2021



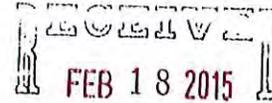
ANALYTICAL & CONSULTING
CHEMISTS

Environmental Chemists, Inc.

6602 Windmill Way • Wilmington, NC 28405
(910) 392-0223 (Lab) • (910) 392-4424 (Fax)
710 Bowsertown Road • Manteo, NC 27954
(252) 473-5702

NCDENR: DWQ CERTIFICATE #94. DLS CERTIFICATE #37729

NITRATE/NITRITE ANALYSIS



Water System ID #: 03-63-117

County: Moore

Name of Water System: MCPU - Seven Lakes

BY: _____

Sample Type: Entry Point

Location: Well 12

Facility ID: P12

Collection Date: Collection Time:

Sample Point: E12

1/27/2015

11:20:00 AM

Collected by: Worth Comer

Mail Results to (water system representative)

Phone Number: 910-947-6315

Moore County Public Utilities

Fax Number: 910-947-1992

P.O.Box 1927

Responsible Person's email: loverby@moorecountync.gov

Carthage NC 28327

LABORATORY ID #: 37729

☹️ SAMPLE UNSATISFACTORY

RESAMPLE REQUIRED

<u>CONTAM CODE</u>	<u>CONTAMINANT</u>	<u>METHOD CODE</u>	<u>REQUIRED REPORTING LIMIT</u>	<u>QUANTIFIED RESULTS</u>	<u>ANALYSES BEGUN</u>	<u>ANALYSES COMPLETED</u>	<u>ALLOWABLE LIMITS</u>
1040	Nitrate Nitrogen	EPA 353.2	1	1.24 mg/L	01/28/2015 16:45	1/29/2015 12:48	10
1041	Nitrite Nitrogen	EPA 353.2	0.1	< 0.10 mg/L	01/28/2015 16:45	1/28/2015 16:48	1

Note: If result exceeds allowable limit, the laboratory must fax analytical results to the state on day test completed.

Comment:

Reviewed by: Maiale Olejark



Environmental Chemists, Inc.

6602 Windmill Way • Wilmington, NC 28405
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 710 Bowsertown Road • Manteo, NC 27954
 (252) 473-5702

ANALYTICAL & CONSULTING
 CHEMISTS

NC DENR: DWQ CERTIFICATE #94. DLS CERTIFICATE #37729

VOLATILE ORGANIC CHEMICALS (VOCs) ANALYSIS

Water System ID #: 03-63-117

County: Moore

Name of Water System: MCPU - Seven Lakes

Sample Type: Entry Point

Location Where Collected: Well 12

Facility ID: P12

Sample Point: E12

Collection Date:	Collection Time:
<u>1/28/2015</u>	<u>9:55:00 AM</u>

Collected by: Worth Comer

Mail Results to (water system representative)

Phone Number: 910-947-6315

Fax Number: 910-947-1992

Responsible Person's email: loverby@moorecountync.gov

Moore County Public Utilities

P.O. Box 1927

Carthage

NC

28327

Attn:

LABORATORY ID #: 37729

SAMPLE UNSATISFACTORY

RESAMPLE REQUIRED

CONTAM CODE	CONTAMINANT	METHOD CODE	REQUIRED REPORTING LIMIT	QUANTIFIED RESULTS	ANALYSES BEGUN	ANALYSES COMPLETED	ALLOWABLE LIMITS
2378	1,2,4-Trichlorobenzene	EPA 502.2	0.0005	<0.0005 mg/L	01/30/2015 16:40	2/2/2015 11:30	0.07
2380	Cis-1,2-Dichloroethylene	EPA 502.2	0.0005	<0.0005 mg/L	01/30/2015 16:40	2/2/2015 11:30	0.07
2955	Xylenes (Total)	EPA 502.2	0.0005	<0.0005 mg/L	01/30/2015 16:40	2/2/2015 11:30	10
2964	Dichloromethane	EPA 502.2	0.0005	<0.0005 mg/L	01/30/2015 16:40	2/2/2015 11:30	0.005
2968	o-Dichlorobenzene	EPA 502.2	0.0005	<0.0005 mg/L	01/30/2015 16:40	2/2/2015 11:30	0.6
2969	p-Dichlorobenzene	EPA 502.2	0.0005	<0.0005 mg/L	01/30/2015 16:40	2/2/2015 11:30	0.075
2976	Vinyl chloride	EPA 502.2	0.0005	<0.0005 mg/L	01/30/2015 16:40	2/2/2015 11:30	0.02
2977	1,1-Dichloroethylene	EPA 502.2	0.0005	<0.0005 mg/L	01/30/2015 16:40	2/2/2015 11:30	0.007
2979	Trans-1,2-Dichloroethylene	EPA 502.2	0.0005	<0.0005 mg/L	01/30/2015 16:40	2/2/2015 11:30	0.1
2980	1,2-Dichloroethane	EPA 502.2	0.0005	<0.0005 mg/L	01/30/2015 16:40	2/2/2015 11:30	0.005
2981	1,1,1-Trichloroethane	EPA 502.2	0.0005	<0.0005 mg/L	01/30/2015 16:40	2/2/2015 11:30	0.2
2982	Carbon tetrachloride	EPA 502.2	0.0005	<0.0005 mg/L	01/30/2015 16:40	2/2/2015 11:30	0.005
2983	1,2-Dichloropropane	EPA 502.2	0.0005	<0.0005 mg/L	01/30/2015 16:40	2/2/2015 11:30	0.005
2984	Trichloroethylene	EPA 502.2	0.0005	<0.0005 mg/L	01/30/2015 16:40	2/2/2015 11:30	0.005
2985	1,1,2-Trichloroethane	EPA 502.2	0.0005	<0.0005 mg/L	01/30/2015 16:40	2/2/2015 11:30	0.005
2987	Tetrachloroethylene	EPA 502.2	0.0005	<0.0005 mg/L	01/30/2015 16:40	2/2/2015 11:30	0.005
2989	Chlorobenzene	EPA 502.2	0.0005	<0.0005 mg/L	01/30/2015 16:40	2/2/2015 11:30	0.1
2990	Benzene	EPA 502.2	0.0005	<0.0005 mg/L	01/30/2015 16:40	2/2/2015 11:30	0.005
2991	Toluene	EPA 502.2	0.0005	<0.0005 mg/L	01/30/2015 16:40	2/2/2015 11:30	1
2992	Ethylbenzene	EPA 502.2	0.0005	<0.0005 mg/L	01/30/2015 16:40	2/2/2015 11:30	0.7
2996	Styrene	EPA 502.2	0.0005	<0.0005 mg/L	01/30/2015 16:40	2/2/2015 11:30	0.1

Note: If result exceeds allowable limit, the laboratory must fax analytical results to the within 48 hours.

Comment:

Reviewed by: [Signature]

LABORATORY LOG 15-02614

REPORT #: 2015-01160



ANALYTICAL & CONSULTING
CHEMISTS

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710 Bowsertown Road • Manteo, NC 27954
(252) 473-5702

NCDENR: DWQ CERTIFICATE #94. DLS CERTIFICATE #37729

PESTICIDES AND SYNTHETIC ORGANIC CHEMICALS (SOC) ANALYSIS

Water System ID #: 03-63-117

County: Moore

Name of Water System: MCPU - Seven Lakes

Sample Type: Entry Point

Location Where Collected: Well 12

Facility ID: P12

Sample Point: E12

Collected by: B. Yeargin

Collection Date: <u>4/14/2015</u>	Collection Time: <u>3:18:00 PM</u>
--------------------------------------	---------------------------------------

Mail Results to (water system representative)

Phone Number: 910-947-6315

Fax Number: 910-947-1992

Responsible Person's email: loveby@moorecountyns.gov

Moore County Public Utilities
P.O.Box 1927
Carthage NC 28327
Attn:

LABORATORY ID #: 37729

SAMPLE UNSATISFACTORY

RESAMPLE REQUIRED

CONTAM CODE	CONTAMINANT	METHOD CODE	REQUIRED REPORTING LIMIT	QUANTIFIED RESULTS	ANALYSES BEGUN	ANALYSES COMPLETED	ALLOWABLE LIMITS
2005	Endrin	EPA 508.1	0.00001	< 0.00001 mg/L	04/17/2015 08:00	4/29/2015 19:48	0.002
2010	Lindane	EPA 508.1	0.00002	< 0.00002 mg/L	04/17/2015 08:00	4/29/2015 19:48	0.0002
2016	Methoxychlor	EPA 508.1	0.0001	< 0.0001 mg/L	04/17/2015 08:00	4/29/2015 19:48	0.04
2020	Toxaphene	EPA 508.1	0.001	< 0.001 mg/L	04/17/2015 08:00	4/29/2015 19:48	0.003
2031	Dalapon	EPA 515.3	0.001	< 0.001 mg/L	04/20/2015 12:00	4/21/2015 14:00	0.2
2035	Di(2-ethylhexyl)adipate	EPA 525.2	0.0006	< 0.0006 mg/L	04/23/2015 08:00	4/23/2015 11:42	0.4
2036	Oxamyl(vydate)	EPA 531.1	0.002	< 0.002 mg/L	04/23/2015 15:00	4/23/2015 23:30	0.2
2037	Simazine	EPA 508.1	0.00007	< 0.00007 mg/L	04/17/2015 08:00	4/29/2015 19:48	0.004
2039	Di(2-ethylhexyl)phthalate	EPA 525.2	0.00132	< 0.00132 mg/L	04/23/2015 08:00	4/23/2015 11:42	0.006
2040	Picloran	EPA 515.3	0.0001	< 0.0001 mg/L	04/20/2015 12:00	4/21/2015 14:00	0.5
2041	Dinoseb	EPA 515.3	0.0002	< 0.0002 mg/L	04/20/2015 12:00	4/21/2015 14:00	0.007
2042	Hexachlorocyclopentadiene	EPA 525.2	0.0001	< 0.0001 mg/L	04/23/2015 08:00	4/23/2015 11:42	0.05
2046	Carbofuran	EPA 531.1	0.0009	< 0.0009 mg/L	04/23/2015 15:00	4/23/2015 23:30	0.04
2050	Atrazine	EPA 525.2	0.0001	< 0.0001 mg/L	04/23/2015 08:00	4/23/2015 11:42	0.003
2051	Alachlor	EPA 508.1	0.0002	< 0.0002 mg/L	04/17/2015 08:00	4/29/2015 19:48	0.002
2065	Heptachlor	EPA 508.1	0.00004	0.00005 mg/L	04/17/2015 08:00	4/29/2015 19:48	0.0004
2067	Heptachlor epoxide	EPA 508.1	0.00002	< 0.00002 mg/L	04/17/2015 08:00	4/29/2015 19:48	0.0002
2105	2,4-D	EPA 515.3	0.0001	< 0.0001 mg/L	04/20/2015 12:00	4/21/2015 14:00	0.07

LABORATORY LOG 15-10628

REPORT #: 2015-04593



Environmental Chemists, Inc.

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(252) 473-5702

ANALYTICAL & CONSULTING
CHEMISTS

NCDBNR: DWQ CERTIFICATE #94, DLS CERTIFICATE #37729

PESTICIDES AND SYNTHETIC ORGANIC CHEMICALS (SOC) ANALYSIS

Water System ID #: 03-63-117

County: Moore

Name of Water System: MCPU - Seven Lakes

Sample Type: Entry Point

Location Where Collected: Well 12

Facility ID: P12

Sample Point: E12

Collected by: B. Yeargin

Collection Date:	Collection Time:
<u>4/14/2015</u>	<u>3:18:00 PM</u>

Mail Results to (water system representative)

Phone Number: 910-947-6315

Fax Number: 910-947-1992

Responsible Person's email: loverby@moorecountync.gov

Moore County Public Utilities

P.O.Box 1927

Carthage

NC

28327

Attn:

LABORATORY ID #: 37729		<input checked="" type="checkbox"/> SAMPLE UNSATISFACTORY			<input checked="" type="checkbox"/> RESAMPLE REQUIRED				
2110	2,4,5-TP (Silvex)	EPA 515.3	0.0002	< 0.0002 mg/L	04/20/2015	12:00	4/21/2015	14:00	0.05
2274	Hexachlorobenzene	EPA 525.2	0.0001	<0.0001 mg/L	04/23/2015	08:00	4/23/2015	11:42	0.001
2306	Benzo(a)pyrene	EPA 525.2	0.00002	<0.00002 mg/L	04/23/2015	08:00	4/23/2015	11:42	0.0002
2326	Pentachlorophenol	EPA 515.3	0.00004	< 0.00004 mg/L	04/20/2015	12:00	4/21/2015	14:00	0.001
2383	PCBs (as decachlorobiphenol)	EPA 508.1	0.0001	< 0.0001 mg/L	04/17/2015	08:00	4/29/2015	19:48	0.0005
2931	1,2-Dibromo-3-chloropropane (DBCP)	EPA 504.1	0.00002	<0.00001 mg/L	04/16/2015	09:30	4/16/2015	22:22	0.0002
2946	Ethylene Dibromide (EDB)	EPA 504.1	0.00001	<0.00001 mg/L	04/16/2015	09:30	4/16/2015	22:22	0.00005
2959	Chlordane	EPA 508.1	0.0002	< 0.0002 mg/L	04/17/2015	08:00	4/29/2015	19:48	0.002

Note: If result exceeds allowable limit, the laboratory must fax analytical results to the within 48 hours.

Comment:

Reviewed by:

Agenda Item: VIII. M.
Meeting Date: July 19, 2016

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: D. Bryan Phillips
DATE: July 7, 2016
SUBJECT: EMS Management & Consultants Contract Amendment #1
PRESENTER: D. Bryan Phillips

REQUEST: Approve the contract amendment #1 for EMS Management & Consultants to extend term to June 30, 2017.

BACKGROUND: EMS Management & Consultants has been billing/collection agency for Moore County EMS for the last 10 years. Their collection rate and performance has been superior. Before June 30, 2017, a new contract/contract amendment will need to be approved by BOC.

IMPLEMENTATION PLAN: Contract amendment #1 has been approved by legal department. Consideration for approval by Moore County BOC for the contract amendment #1.

FINANCIAL IMPACT STATEMENT: Without an approved contract amendment, Moore County EMS cannot bill third party insurance, Medicaid, or Medicare for services provided.

RECOMMENDATION SUMMARY:

Make a motion to...approve the contract amendment #1 with EMS Management and Consultants and authorize Chairman to sign all necessary documents upon financial and legal approvals.

SUPPORTING ATTACHMENTS:

Contract Amendment #1

STATE OF NORTH CAROLINA

CONTRACT AMENDMENT NO. 1

COUNTY OF MOORE

This Contract Amendment No. 1 (this "Amendment") is entered into the 31st day of May, 2016, between the County of Moore (the "County") and EMS Management & Consultants, Inc. ("EMS/MC").

WHEREAS, the County and EMS/MC previously entered into an agreement on July 19, 2011, which was for the purposes of medical billing and collection services (the "Original Agreement"); and

WHEREAS, the County and EMS/MC would like to extend the term of the Original Agreement so that it terminates on June 30, 2017 rather than June 30, 2016.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements made herein, the parties agree as follows:

1. The first sentence of Section 4 of the Original Agreement will be amended to read, "This Agreement shall be effective upon execution and shall thereafter continue through June 30, 2017."
2. All other terms and conditions of the Original Agreement will remain in full force and effect.

The parties have expressed their agreement to these terms by causing this Amendment to be executed by their duly authorized officers or agents as of the date first written above.

COUNTY OF MOORE

PROVIDER

Nick J. Picerno, Chairman
Moore County Board of Commissioners



By: Allan Logie
Title: Chief Operating Officer

PREAUDIT CERTIFICATE

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

Finance Officer

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Bryan Phillips

DATE: June 21, 2016

SUBJECT: FY 2015 Homeland Security Grant Program

REQUEST:

Approve for Moore County to purchase of a “FORTS – Fold Out-Shelter Trailer” from Southeastern Emergency Equipment for \$87,775.00 plus tax/title cost and allow the Chairman to sign any and all Sole Source, contracts and agreements associated with this purchase as approved by the County Attorney.

BACKGROUND:

Moore County Emergency Management applied for a grant in conjunction with the NCEM Domestic Planning Region #6 counties of Anson, Chatham, Scotland, Richmond, Lee, Johnston, Randolph, Montgomery, Harnett, and Wake. The grant is for \$90,000.00 and is to be used specifically for a “FORTS – Fold-Out Shelter Trailer”.

This unit would be field deployable and work directly in conjunction with the DPR #6 Interoperability Communications Trailer and the DPR #6 VIPER Strategic Tactical Reserve Trailer as a Command Center, Disaster Recovery Center, or for any other emergency services purpose. It would also be easily set-up for continuity of operations when a critical facility such as a 911 Center, EOC, alternate EOC or other facility failed to perform as desired.

FORTS – Fold-Out Shelter Trailer Project Specifics - Easily transportable trailer with a folding “collapsible”, 259 sq. foot, insulated and energy efficient office space configuration. The FORTS comes with a dedicated power generator source, equipment compartment with chairs/ tables, and self-contained 1.5 ton HVAC climate control system. The entire unit is 26’ long 94” wide while stored and expands to 16’L x 16’W x 7.5’ H structure that weighs a total of 3600 lbs.

IMPLEMENTATION PLAN:

Once approved, we will follow the Moore County Finance Department policies to purchase the trailer/unit which will be titled and insured by Moore County.

FINANCIAL IMPACT STATEMENT:

The only financial impact for Moore County is the operational expense of maintaining the trailer.

RECOMMENDATION SUMMARY:

Approve for Moore County to purchase of a “FORTS – Fold Out-Shelter Trailer” from Southeastern Emergency Equipment for \$87,775.00 plus tax/title cost and allow the Chairman to sign any and all Sole Source, contracts and agreements associated with this purchase as approved by the County Attorney.

SUPPORTING ATTACHMENTS:

Grant Award Letter
Memorandum of Understanding with NC Crime Control and Public Safety
FORTS Quote and Information Flyers
Sole Source Form

COUNTY OF MOORE

This Contract is made the 2nd day of August, 2016, between the County of Moore, a political subdivision of the State of North Carolina (the "County"), and Southeastern Emergency Equipment Company, an entity duly formed under the laws of the State of North Carolina (the "Seller").

1. Description of Goods

The Seller will transfer and deliver to the County, and the County, subject to the conditions set forth in this Contract, will take delivery and accept a Fold-Out Shelter Trailer meeting the County's specifications (the "Goods"), as provided for in Attachment 1, which is attached hereto and incorporated by reference as if fully set forth herein.

Seller agrees that all Goods must fully conform to this Contract and failure to adhere to any portion, including but not limited to, quantity, quality, and time of performance, will constitute a breach.

2. Time of Delivery

The Seller will deliver the Goods covered by this Contract to the County on or before October 31, 2016. Delivery will be made to the Rick Rhyme Public Safety and Detention Center, which is located at 302 S. McNeill Street, Carthage, NC. The parties mutually agree that time is of the essence.

3. Payment

The County will pay the Seller \$87,775.00, which includes delivery. Payment will occur within 30 days of delivery of the Goods. The payment amount does not include taxes and registration fees, which the County is responsible for.

4. Inspection

The County will have the right to inspect and test the Goods prior to acceptance.

5. Risk of Loss and Title

The risk of loss will pass to the County upon delivery of the Goods. In addition, title to the Goods will pass to the County upon delivery.

6. Dealer Emblems

Decals or markings of any type pertaining to advertising of the Seller are not allowed.

7. Service Requirements

The Goods must be properly serviced and in first class operating condition when delivered. The Seller is responsible for servicing each vehicle, in addition to any prior factory servicing, as follows:

- a. Complete lubrication;
- b. Check all fluid levels to ensure they are filled to manufacturer's recommended capacity;

- c. Tires inflated to the correct pressure;
- d. Check to ensure operation of all mechanical and electrical features;
- e. Check to ensure there are no defects in the appearance of the Goods; and
- f. Thorough cleaning, including washing, if necessary.

8. Product Recall

In the event of any recall notice, technical service bulletin, or other important notification affecting the Goods, notice will be provided to the County as provided for under Section 16 of this Contract and the notice will include the Vehicle Identification Number (VIN) or other relevant identification method of the Goods affected.

9. Waiver

The failure by one party to require performance of any provision of this Contract will not affect that party's right to require performance at any time thereafter or to enforce other remedies available to it by law or under this Contract. In addition, no waiver of any breach or default of this Contract will constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

10. Warranties

The Seller represents and warrants that:

- a. It is a limited liability company, validly existing and in good standing under the laws of the State of North Carolina, and is qualified to do business in North Carolina;
- b. It has the requisite corporate power and authority to execute, deliver and perform its obligations under this Contract;
- c. The Goods comply with all requirements set forth in this Contract;
- d. The Goods are free of defects in title, claims, liens, labor, material or fabrication;
- e. The Goods are suitable for the purposes intended; and
- f. The Goods are of merchantable quality.

11. Default

In the event the Seller defaults by one of the following, the County may, by written notice to the Seller, cancel all or any part of this order or exercise any other remedy allowed under law:

- a. Non-delivery, as required;
- b. Not providing adequate assurance of performance; or
- c. Breaches any term or condition of this Contract,

12. Assignment

This Contract is not assignable by either party, by operation of law or otherwise.

13. Indemnification

To the fullest extent permitted by law, the Seller will indemnify and hold harmless the County, its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or arbitration) arising out of or

resulting from this Contract or the actions of the Seller, its officials, employees, or contractors under this Contract or under contracts entered into by the Seller in connection with this Contract. This indemnification will survive the termination of this Contract.

14. Iran Divestment Act Certification

The Seller certifies that: (i) the Seller is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. § 143C-6A-4 (the “Final Divestment List”), and (ii) the Seller will not utilize any subcontractor performing work under this Purchase Order which is listed on the Final Divestment List. The Final Divestment List can be found on the State Treasurer’s website at the address www.nctreasurer.com/Iran and should be updated every 180 days.

15. Governing Law

The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of the State of North Carolina. All actions relating to this Contract will be brought in the General Court of Justice in Moore County, North Carolina.

16. Severability

If any provision of this Contract is held to be void, illegal, unenforceable, or in conflict with any law, the validity of the remaining portions and provisions of this Contract will not be affected.

17. Notices

All notices which may be required by this Contract or any rule of law will be effective when received by certified mail sent to the following addresses:

COUNTY: MOORE COUNTY PUBLIC SAFETY
ATTN: BRYAN PHILLIPS, DIRECTOR
302 S. MCNEILL STREET
P.O. BOX 40
CARTHAGE, NC 28327

SELLER: SOUTHEASTERN EMERGENCY EQUIPMENT
ATTN: CARLA BAKER, PRESIDENT
P.O. BOX 1097
YOUNGSVILLE, NC 27596

18. Non-Exclusive Agreement

The County and Seller acknowledge that this is a non-exclusive agreement. The County may purchase like or similar Goods from other sellers and the Seller may sell like or similar Goods to other buyers.

19. Modification

This Contract can be modified or rescinded only by written agreement of the Parties.

20. Entire Agreement

This Contract and Attachment 1 constitute the entire understanding between the parties and supersedes all prior understandings and agreements, whether oral or written, relating to the subject matter hereof.

21. Headings

Subject headings are for convenience only and will not affect the construction or interpretation of any provision.

The parties have expressed their agreement to these terms by causing this Contract to be executed by their duly authorized officers or agents. This agreement is effective as of the date first written above.

COUNTY OF MOORE

Attest:

Nick J. Picerno, Chairman
Moore County Board of Commissioners

Laura M. Williams
Clerk to the Board

Date: _____

Date: _____

SOUTHEASTERN EMERGENCY EQUIPMENT

Attest:

By: _____
Title: _____

By: _____
Title: _____

Date: _____

Date: _____

PREAUDIT CERTIFICATE

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

Finance Officer

SPECIFICATIONS

Quantity	General Description	Price (each)	Total
1	Fold-Out Shelter Trailer (FORTS), Model FGM15	\$59,975	\$59,975
1	Mobilizer trailer with storage cabinets, Model MOB02	\$27,800	\$27,800
			\$87,775

A. The specifications for the Fold-Out Shelter Trailer identified above are as follows:

1. Exterior Dimensions - Opened; 19' 6" L x 17' W x 8'6" H
2. Interior Dimensions - Opened; 16' L x 16' 2" W x 7' 5" H
3. Exterior Dimensions - Closed; 19' 6" L x 30" W x 8' 6" H
4. Useable Space (Interior): 259 sq. ft.
5. Space when open: 332 sq. ft.
6. Space when closed: 49 sq. ft.
7. Features: Wall mount 1.5 Ton Air Conditioner with thermostat control panel inside of unit.
 - a. Electrical Panel Rated 125AMP, with five (5) 110v tamper resistant outlets;
 - b. Florescent lighting fixtures, two (2) four lamp fixtures, each provides 136 watts total;
 - c. Single hung aluminum window with one-eighth inch (1/8") clear tempered glass;
 - d. Fully insulated construction;
 - e. Extrusions at corner wall and roof connections are interlock design to add structural strength;
 - f. Interlocking extrusions are equipped with weather-stripping to help prevent moisture intrusion;
 - g. Patented hinged extrusions to facilitate opening and closing unit;
 - h. Core Leveling System, with locking casters and forklift pockets for transport;
 - i. Floor Leveling System with nine (9) leveling arms;
 - j. Heavy-duty roof, floor, and wall finishes;
 - k. Kitchen connection plugs (water inlet, water outlet);
 - l. Integrated Storage Cabinets;
 - m. Tool Box – tools for set-up, with level;
 - n. Repair Kit – paint and patch material;
 - o. Rated for wind speeds up to 130 mph (with proper anchorage); roof live loads up to 55 lbs. per square ft.;
 - p. Transport: Shipping weight is approximately 3600 lbs.; and
 - q. Anchorage: Cast aluminum Earth Anchoring System.
8. Structure.
 - a. Core. A center core structure comprising of a rectangular box structure of heavy duty extruded aluminum 0.156 inch thick alloy 6063-T6. Components are bolted and welded connections creating a box beam configuration. At Roof location anchors for lifting (if ordered); forklift pockets and six inch (6") locking casters to allow easy movement and transport. Four (4) built-in bevel geared leveling jacks at base with eight-inch (8") by eight-inch (8") welded plates.
 - b. Panels. Roof, wall and floor, consisting of composite aluminum panels, with expanded polystyrene core, pressure laminated.

- Roof panels, three inch (3") in depth; facings 0.024 aluminum, core one (1) pound density expanded polystyrene; Thermoplastic Roof Finish (TPO); "R" value 15.00. Wall panels, three inch (3") in depth; facings 0.024 aluminum, core one (1) pound density expanded polystyrene; "R" value 13.90. Floor panel, four (4") inch in depth, facings 0.024 aluminum, core two (2) pound density expanded polystyrene, with 1/4" AC grade plywood substrate; "R" value 18.56. Acoustical; transmission of sound for expanded polystyrene is an STC of 51.
- c. Framing/Extrusions/Sheet/Fasteners. Panels are framed with aluminum extrusions as required. All extrusions are alloy 6063-T6 aluminum only, with minimum thickness 0.09 to 0.18 inches as required. Extrusion framing shall be configured to interlock between the roof and exterior wall panels to create a water and wind barrier at the interconnection and further to create a unified structure for strength. All aluminum facing minimum type 3105-H25; Core PCF (1) or (2) ASTM C-578-83 branded EPS, Adhesive Ashland 2020 ISO Grip.
- All fasteners to be 2024-14 or 7075-T73 alloy, non-magnetic stainless steel. SAE grade 5, steel (min) or cadmium plated or other corrosion resistance material complying with 5.1.1C, 2005 Aluminum Design Manual, the Aluminum Association, Inc. All aluminum components insulated from dissimilar metals or ground contact to prevent electrolysis.
- d. Door Unit. Aluminum door, thirty-six inch (36") width, eighty-inch (80") height; insulated solid core with thermally broken extruded aluminum frame. "R" value of 9.55.
- e. Window Unit. Aluminum frame, single hung glass pane, utilizing one-eighth inch (1/8") clear tempered glass; design pressure rated for plus 35 PSF to negative 35 PSF; U factor 1.08; solar heat gain coefficient 0.71, with visible transmittance of 0.75.
- f. Anchorage System. Seven inch (7") anchors of die cast aluminum; three-sixteenth inch (3/16") galvanized steel cable; load capacity per anchor of 3,000 lbs., requires four (4) anchors per unit.
- g. Floor Support/Level System. Three inch (3") by three inch (3") by 0.90 steel box beams, G90 galvanized, painted, grey polyester, with one-half inch (1/2") SAE grade 5 threaded adjustment rods and support plates.
- h. Air Conditioning/Heat Pump System. Wall-mounted 1.5 ton air conditioner cooling, 10,800 Btuh, 60Hz, heating and cooling system, rotary compressor, green refrigerant R-410A (HFC) non-ozone depleting in compliance with 2010 EPA requirements. Complies with efficiency requirements of ANSI/ASHRAE/IESNA 90.1-2077.

Certified to ANSI/ARI Standard 390-2003 for SPVU; Intertek ETL listed to Standard for Safety Heating and Cooling Equipment ANSI/UL 1995/CSA 22.2 No. 236 – US Third Ed.

- i. Electrical Supply/Lighting/Data Connections. 120/240 Volt rated electric, 125 amp, single-phase convertible load center. Includes 100amp Breaker for permanent power connections for shore power/generator. Power provided to utility outlets, lighting, reverse cycle air conditioning unit and optional kitchen unit. Florescent lighting fixtures two (2) four lamps each fixture provides 136 watts total.

One (1) data Port for phone and Internet connections. Data port = CAT5e

- j. Structural Performance. Roof panel; transverse load and concentrated load test, loads to 80 PSF with two (2) times safety factor, per ASTM E-72-05, section 11.3.1.1.

Diaphragm / Racking load test, loads to 5,000 pounds per ASTM E-72-05, Section 11.3.1.1.

Impact, cyclic pressure and wind loading, loads to design pressure of +43/-70 per TAS 201, TAS 202, TAS 203 and ASTM E72.

Uplift resistance test, loads to design pressure of +43/-70 per ASTM E72.

k. Wall Panels.

Transverse Load Test, load pressure to negative 56.53, per ASTM E72-05, Section 11.3.1.1;

Diaphragm/Racking Load Test, loads to 6000 pounds per ASTM E72-095, Section 11.3.1.1;

Compression test, loads to 16,000 pounds, per ASTM E72-05, Section 11.3.1.1;

Tension test, loads to 5000 pounds per ASTM E72-05, Section 11.3.1.1; and

Impact, cyclic pressure, static wind loading, loads to design pressure of +43/-70 per TAS 201, TAS 202, TAS 203, and ASTM 72.

l. Finishes:

Roof covering: Fleece back membrane (polyolefin based, thermoplastic, heat-weldable membranes, polyester reinforced. Thickness 0.045 inch, UL Class "A" and FM Class 1-90 classifications available. Energy Star: initial solar reflectance, solar spectrum reflectometer white 0.87 / tan 0.68; CRRC: ASTM C1549 initial solar reflectance , white 0.79, tan 0.71; LEED thermal emittance, ASTM E408, white 0.95, tan 0.95; SRI (solar reflectance index) ASTM E1980, white 110, tan 88 reinforced fabric membrane meeting or exceeding requirements of ASTM 06878.

Wall Finish: ACRA-LASTIC 2700 high built acrylic elastomeric coating; VOC compliant.

Floor Coverings: Tough-ply, 0.050 inch thick nickel plate covering; polyolefin based thermoplastic with polyester reinforced membrane.

m. Approvals/Compliance:

ICC (International Code Council)
ESR-1599 Roof and Wall panels.

State of Florida Approvals for roof and wall panels, impact and non-impact, FL 5500, FL 7561, and FL 12225

State of California Approval for roof panels, wall panels, roof systems and wall systems.
FBH3, FBH4, FBH5, SPA 269-4, and SPA 269-5.

Compliant with 2012 International Building Code, 2012 International Residential Code, ASCE-7-10, 2010 Aluminum Design Manual.

Underwriters Laboratories, Inc., Listed UL 1715 (Interior) 5N46
Underwriters Laboratories, Inc., Listed Class "B" (Exterior) 4N08,
Electric per National Electric Code
All electric devices are UL Listed
Energy Star – Roof Coating rated.

n. Fire Compliance.

The FORTS Unit Panels are compliant with the following:

UL 1715 (UBC 17-5) Room Corner Test.

Fire test of Internal Finish Materials as classified by Underwriters Laboratories, Inc.
File No. R15413.

Class "B" (Full) Exterior Fire Resistances per ASTM E108-91A. Three classes of fire test exposures, spread of flame, intermittent flame and burning Brands.

Classified by Underwriters Laboratories, Inc., File No. R 15373.

Class "A" Spread of Flame for exterior fire resistance, per ASTM E108-07A, Southwest Research, Department of Fire Technology.

UBC 26-3 Room Fire Test Standard. 15 minutes interior. Southwest Research, Department of Fire Technology.

B. The specifications for the Mobilizer trailer identified above, which is designed to transport the Fold-Out Shelter Trailer, are as follows:

1. Dimensions: 26' L x 94" W
2. Trailer Weight: 2700 lbs.
3. Weight with FORTS unit: Approximately 6600 lbs.
4. GVWR: 10,000 lbs.
5. Independent Torsion Axles
6. Electric Braking System
7. 2-5/16" Trailer Hitch Ball, & Pintle Hitch Ring
8. Additional Spare Tire
9. Tie Down Cables
10. Includes (4) 51" W x 42" H x 22" D Storage Cabinets
11. Includes (2) 84" W x 33" H x 22" D Storage Cabinets



North Carolina Department of Public Safety

Emergency Management

Pat McCrory, Governor
Frank L. Perry, Secretary

Michael A. Sprayberry, Director

Homeland Security Grant Program "HSGP"

CFDA #: 97.067

Fiscal Year 2015

Grant #: EMW-2015-SS-00062-S01

SUB AWARD NOTIFICATION

Name: Wayne Vest
Sub-recipient: Moore County Public Safety
Address: PO Box 905
Address: Carthage NC 28327

Period of Performance: 9/1/2015 to 2/28/2018
Project Title(s): FORTS Shelter
Total Amount of Award: \$ 90,000.00
MOA#: 1538

North Carolina Emergency Management is pleased to inform you that your federal Fiscal Year (FY) 2015 Homeland Security Grant Program (HSGP) investment justification project(s) has been approved for funding. In accordance with the provisions of FY 2015 HSGP award, North Carolina Emergency Management hereby awards to the foregoing sub-recipient a grant in the amount shown above. The CFDA number is 97.067 and North Carolina Emergency Management federal grant number is EMW-2015-SS-00062-S01.

Payment of Funds: The grant shall be effective upon final approval by North Carolina Emergency Management of the grant budget and program narrative and the execution of the forthcoming Memorandum of Agreement. Grant funds will be disbursed (according to the approved project budget) upon receipt of evidence that funds have been invoiced and products received and/or that funds have been expended (i.e., invoices, contracts, itemized expenses, etc.).

Conditions: The sub-recipient shall understand and agree that funds will only be expended for those projects outlined in the funding amounts as individually listed above. Sub-recipient shall also certify the understanding and agreement to comply with the general and fiscal terms and conditions of the grant including special conditions; to comply with provisions of the 2 CFR 200 and all applicable laws governing these funds and all other federal, state and local laws; that all information is correct; that there has been appropriate coordination with affected agencies; that sub-recipient is duly authorized to commit the applicant to these requirements; that costs incurred prior to grant application approval will result in the expenses being absorbed by the sub-recipient; and that all agencies involved with this project understand that federal funds are limited to a maximum 18-month period. Sub-recipient must read and sign forthcoming Memorandum of Agreement for acceptance of the award.

Supplanting: The sub-recipients confirm that sub-grant funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for homeland security activities. In compliance with that mandate, the sub-recipient will certify that the receipt of federal funds through North Carolina Emergency Management shall in no way supplant or replace state or local funds or other resources that would have been made available for homeland security activities.

Callion L. Maddox
Homeland Security Grants Branch Manager

GRANT AWARD NOTICE: THIS AWARD IS SUBJECT TO THE GRANT SPECIAL CONDITIONS AND FINAL APPROVAL BY THE DEPARTMENT OF PUBLIC SAFETY, NORTH CAROLINA EMERGENCY MANAGEMENT GRANT PROGRAM BUDGET AND NARRATIVE

MAILING ADDRESS
4236 Mail Service Center
Raleigh NC 27699-4236
www.readync.org
www.ncdps.gov



OFFICE LOCATION
1636 Gold Star Drive
Raleigh, NC 27607-3371
Telephone: (919) 825-2500
Fax: (919) 825-2685

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North Carolina Department of Public Safety

Emergency Management

Pat McCrory, Governor
Frank L. Penz, Secretary

Michael A. Sprayberry, Director

Homeland Security Grant Program "HSGP"

CFDA #: 97.067

Fiscal Year 2015

Grant Award #: EMW-2015-SS-00062-S01

MEMORANDUM OF AGREEMENT (MOA)

Between

Recipient:

State of North Carolina
Department of Public Safety
Emergency Management

Sub-Recipient:

Moore County
Tax ID/EIN #: 56-6000322
DUNS#: 50988146

MOA # 1538

DPS Fund Code: 1502-7A38- 35H1

MOA Amount: \$90,000

MOA Period of Performance to -9/01/2015 to 02/28/2018

1. **Purpose.** The purpose of this Memorandum of Agreement (MOA) is to establish responsibilities and procedures to implement the terms of the US Department of Homeland Security (USDHS) HSGP Grant Program. A copy of the complete federal grant instructions is available at www.fema.gov.

This Agreement is to set forth terms by which the State of North Carolina, Department of Public Safety, North Carolina Emergency Management (Recipient), shall provide HSGP funding to the Sub-Recipient to fund projects related to Emergency Management Planning, Operations, Equipment Purchases, Trainings and Exercises. For more detailed description of the project approved for MOA# 1538. Please see Attachment 1 for detailed Scope of Work.

2. **Program Authorization and Regulations:**

This Agreement is authorized under the provisions of: 1) Public Law 112-74, The Department of Homeland Security Appropriations Act, 2015 (Pub. L. No. 113-76); The 9/11 Commission Act of 2007; 3) Public Law 107-56, (6 U.S.C. § 101 et seq.), the USA Patriot Act of 2001; 4) Public Law 107-296, the Homeland Security Act of 2002; 5) Public Law 109-295, The Post-Katrina Emergency Management Reform Act of 2006, 6 U.S.C. 752(c); 6) the implementing recommendations or regulations of each Act or Law, if any; 7) the U.S. Department of Homeland Security, FY 2015 HSGP Notice of Funding Opportunity Announcement (NOFOA) available at www.fema.gov 9) applicable Grants Programs Directorate (GPD) Information Bulletins available at www.fema.gov; and 10) the N.C. Emergency Management Act, Chapter 166A of the North Carolina General Statutes.

Projects managed by the Recipient (State) on behalf of Sub Recipient (Only)

By checking this Box I request that the Recipient Retain Funds effective 9/1/2015. Sub-Recipient has agreed to receive grant funds from Recipient. Sub-Recipient: desires for the North Carolina Emergency Management to conduct activities described in Attachment 1 of this MOA, on its behalf with its allocation of \$90,000 awarded through the FY 2015 HSGP. Sub-Recipient authorizes Recipient to provide the funds to the State of North Carolina, Department of Public Safety, North Carolina Emergency Management to conduct Planning, Equipment Purchases, Trainings and Exercises activities to improve prevention, protection, preparedness, response and recovery. Please see Attachment 1 for detailed Scope of Work.

3. **Compensation:** Recipient agrees that it will pay the Sub-Recipient complete and total compensation for the services to be rendered by the Sub-Recipient. Payment to the Sub-Recipient for expenditures under this Agreement will be reimbursed after the Sub-Recipient's cost report is submitted and approved for eligible scope of work activity. The original signed copy of this Award and MOA must be signed by the Official(s) authorized to sign below and returned to North Carolina Emergency Management **no later than 45 after award date. The grant shall be effective upon return of the executed Grant Award and Memorandum of Agreement and final approval by North Carolina Emergency Management of the grant budget and program narrative.** Grant funds will be disbursed (according to the approved project budget) upon receipt of evidence that funds have been invoiced and products received and/or that funds have been expended (i.e., invoices, contracts, itemized expenses, etc.) and/or that all work activities are completed.

4. **Funding Eligibility Criteria:** Federal funds administered through the State are available to local governments to assist in the cost of developing and maintaining a "Comprehensive Emergency Management" program. Continued HSGP funding is contingent upon completion of all HSGP funding requirements. The following eligibility criteria must be adhered to during the Grant Program:

A. Every participant must:

- i. be established as a State, Local, or Non-Profit agency by appropriate resolution/ ordinance;
- ii. Complete any procurement(s) and expenditures no later than 2/28/2018.
- iii. Provide quarterly progress reports to NCEM Branch or Grants office personnel using the latest Grant Quarterly Report form by the following dates: January 15th , April 15th, July 15th and October 15th.

B. **File Retention:** Sub-Recipient is required to maintain records and (invoices) of this grant for five (5) years after termination of the grant, or audit if required, or longer where required by law, as outlined below, attached and incorporated by reference. However, if litigation, claim or audit has been initiated prior to the expiration of the five-year period and extends beyond the five-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. Files must be available for review by North Carolina Emergency Management Staff for site visits, project closeout and future audits.

- i. Sub-Recipient must include appropriate documentation in the file, including but not limited to the following documents:
 - 1. Grant Award and Memorandum of Agreement/ Memorandum of Understanding and Supporting Appendices
 - 2. Completed appropriate cost report forms with invoices and proof(s) of payment
 - 3. Audit Findings and Corrective Action Plans
 - 4. Equipment Inventory records with photo documentation of labeling

C. Employees must be covered by an approved Pay Plan. However, the Director may be exempt from this requirement.

D. The political subdivision must have an acceptable local travel regulation plan or accept the state travel regulations.

5. **Conditions:** The Sub-Recipient certifies that it understands and agrees that funds will only be expended for those projects outlined in the funding amounts as individually listed in the FY 2015 HSGP Application Packet, incorporated by reference herein. The Recipient certifies that it understands and agrees to comply with the general and fiscal terms and conditions of the grant including special conditions; to comply with provisions of the applicable laws, rules and policies governing these funds; that all information is correct; that there has been appropriate coordination with affected agencies; that it is duly authorized to commit the Sub-recipient to these requirements; that costs incurred prior to grant application approval will result in the expenses being absorbed by the Sub-recipient; and that all agencies involved with this project understand that all federal funds are limited to a 36-month period.

6. **Supplantation**: Sub-recipients are required to provide assurance that grant funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for homeland security activities. In compliance with that mandate, the Sub-Recipient certifies that the receipt of federal funds through North Carolina Emergency Management shall in no way supplant or replace state or local funds or other resources that would have been made available for homeland security activities.

7. **Compliance**. Sub-recipient shall comply with the applicable statutes, ordinances, regulations, licensing requirements, policies, guidelines and requirements, reporting requirements and certifications and other regulatory matters that are applicable to the conduct of its business and purchase requirements performed under this MOA, including those of federal requirements and State and local agencies having appropriate jurisdiction and found in the applicable FY 2015 HSGP Notice of Funding Opportunity Announcement (NOFOA). Sub-recipient shall be wholly responsible for the purchases to be made under this MOA and for the supervision of its employees and assistants. Failure to comply with the specified conditions will result in the return of this grant award to North Carolina Emergency Management.

8. **Responsibilities**:

A. The Recipient shall:

- i. Provide funding to the Sub-Recipient to perform the work activities as described herein.
- ii. Conduct a review of the project to ensure that it is in accordance with HSGP requirements.
- iii. The performance period for the award to the State of North Carolina, Department of Public Safety, North Carolina Emergency Management, ends on 2/ 28/2018
- iv. Directly monitor the completion of this project.

B. The Sub-Recipient shall:

- i. Expend FY 2015 HSGP Grant Program funds in accordance with the applicable USDHS and HSGP NOFOA, the Grant Application Package, and the Grant Award and Special Conditions documents, incorporated by reference herein, of this MOA for the performance of the work activities.
- ii. Utilize State of North Carolina and/or local procurement policies and procedures for the expenditure of funds, and conform to applicable State and Federal law and the standards identified in the Procurement Standards Sections of 44 Code of Federal Regulations (CFR) Part 13 and 2 CFR Part 200. Sub-Recipient must follow procurement procedures and policies as outlined in the applicable USDHS and HSGP NOFOA and the USDHS and Financial Management Guide. Sub-Recipient shall comply with all applicable laws, regulations and program guidance. Sub-Recipient must comply with the most recent version of the funding Administrative Requirements, Cost Principles, and Audit requirements. Administrative and procurement practices must conform to applicable federal requirements. A non-exclusive list of regulations commonly applicable to DHS grants are listed below, codified in the following guidance: ; 2 CFR 215; 2 CFR Parts 225, 220, and 230 (formerly OMB Circulars A-87, A21 and A-122); 15 CFR Part 24; Federal Acquisition Regulations (FAR), Part 31.2; and 2 CFR 200 Sub-part F and 44 CFR Part 14; 28 CFR Part 23 "Criminal Intelligence Systems Operating Policies"; 49 CFR Part 1520 "Sensitive Security Information"; Public Law 107-296, The Critical Infrastructure Act of 2002; Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000 et. seq.; Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et. seq.; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794; The Age Discrimination Act of 1975, as amended, 20 U.S.C. 6101 et. seq.; Cash Management Improvement Act (CMIA) and its implementing regulations at 31 CFR Part 205; FEMA Grant Programs Directorate, Grants Management Division, Match Guidance; Certifications and Assurances regarding Lobbying 31 U.S.C. 1352, Drug-Free Workplace Act, as amended, 41 U.S.C. 701 et. seq. and Certification Regarding Drug-Free Workplace Requirements, Debarment and Suspension Executive Orders 12549 and 12689 and 44 CFR Part 17 and Certification Regarding Debarment, Suspension and Other Responsibility Matters; Assurances as listed in SF 424B and SF 424D, 28 CFR Parts 66, 67, 69, 70 and 83; and Grant Award and Special Conditions documents.

- C. Sub-Recipient must take possession of all purchased equipment, receive any grant-eligible service and/or complete work activities prior to seeking reimbursement from the Recipient.
- D. Complete the procurement(s) process not later than 2/28/2018
- E. Provide quarterly progress reports to the Homeland Security Grant Manager, DPR chair, and/or Branch Office by the following dates: 15th January, 15th April, 15th July and 15th October each calander the grant is active.
Attachment 2
- F. Provide a list at project completion phase to the Homeland Security Grant Manager, DPR chair, and/or Branch Office listing all items purchased through the grant.
- G. Comply with the applicable federal statutes, regulations, policies, guidelines and requirements, reporting requirements and certifications as outlined in the applicable HSGP NOFOA and Grant Award and Special Conditions documents.
- H. Maintain a grant management filing system as required in this MOA and Attament 4.
- I. Comply with current federal suspension and debarment regulations pursuant to 2 CFR 200 Sub-part F and OMB Circular A-133 which states in pertinent part that “effective November 26, 2003, when a non-federal entity enters into a covered transaction with an entity at a lower tier, the non-federal entity must verify that the entity is not suspended or debarred or otherwise excluded. Sub-Recipient shall be responsible to ensure that it has checked the federal System for Awards Management (SAM) <https://www.sam.gov/portal/public/SAM/> and the State Debarred Vendors Listing, <http://www.pandc.nc.gov/actions.asp> to verify that contractors or sub- Recipients have not been suspended or debarred from doing business with the federal government”.
- J. Ensure that HSGP funds are not used to support the hiring of any personnel for the purposes of fulfilling traditional public safety duties or to supplant traditional public safety positions and responsibilities.
- K. Non-supplanting Requirement. Federal grant funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose.
- L. All materials publicizing or resulting from award activities shall contain this acknowledgement: ***“This project was supported by a Federal award from the U.S. Department of Homeland Security, Office of Grants and Training and Department of Public Safety, North Carolina Emergency Management.”*** Use of the federal program logo must be approved by DHS. Printed as a legend, either below or beside the logo shall be the words ***“Funded by U.S. Department of Homeland Security.”***
- M. The purchase or acquisition of any additional materials, equipment, accessories or supplies or completion of any work activities beyond those identified in this MOA shall be the sole responsibility of Sub-Recipient and shall not be reimbursed under this MOA. Sub-Recipient shall prominently mark any equipment purchased with grant funding as follows: “Purchased with funds provided by the U.S. Department of Homeland Security.”
- N. Sub-Recipient shall have sole responsibility for the maintenance, insurance, upkeep, and replacement of any equipment procured pursuant to this Agreement unless hand receipted or transferred.
- O. Sub-Recipient shall maintain an effective property management system that complies with the following requirements. Equipment is defined as tangible, non-expendable property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. Sub-Recipient may have property management guidelines that are more restrictive, requiring a unit of equipment with a value of less than \$5,000 to be inventoried; if so, such equipment purchased under this award allocation shall be included on the report submitted to Recipient.

- i. Recipient and Sub-Recipient shall take an initial physical inventory of any equipment. The Grant Summary, Cost Reports with backup documentation, Certificate of Title, and any other Sub-Recipient reports or inventory reports that include information regarding the grant, vendor, invoice number, cost per item, number of items, description, location, condition and identification number may be used to meet this requirement. The Sub-Recipient must provide quarterly updates until all funds are expended.
- ii. Sub-Recipient must ensure a control system exists to ensure adequate safeguards to prevent loss, damage or theft. Sub-Recipient shall be responsible for replacing or repairing equipment which is willfully or negligently lost, stolen, damaged, or destroyed. Any loss, damage or theft of the property must be investigated and fully documented, and made part of the official project records.
- iii. Sub-Recipient or equipment owner must ensure adequate maintenance procedures exist to keep the equipment in good condition.
- iv. Disposition Procedures. Sub-Recipient may dispose of the equipment when the original or replacement equipment acquired under the grant award is no longer needed for the original project or program. Items with a fair market value of less than \$5,000 may be retained, transferred or otherwise disposed of with prior approval of Recipient and in accordance with disposition requirements in 2 C.F.R. Part 200. Items with a current per unit standard federal or fair market value in excess of \$5,000 may be retained, transferred or otherwise disposed of with prior Recipient approval in accordance with disposition requirements in 2 C.F.R. Part 200. Sub-Recipient must provide documentation that includes the method used to determine current fair market value.
- v. Only authorized equipment listed in the Authorized Equipment List (AEL), with appropriate grant listed are eligible for purchases from this grant. For more guidance visit www.fcma.gov.

P. No indirect or administrative costs will be charged to this allocation award.

Sub-Recipients must utilize equipment as intended in their project application to NCEM. Any variation from this intended use must be requested in writing and approved by NCEM.

- i. Any equipment purchased under the Homeland Security Grant is subject to use as a regional asset to be utilized by the US DHS, North Carolina Emergency Management, or Domestic Preparedness Region partners and statewide as needed. Failure to adhere to this policy might result in revocation of funds allocated for the purchase of said equipment.

R. Each Sub-Recipient must have a DUNS Number, prior to any funds being released. DUNS Numbers may be obtained from either of the following web links: www.dnb.com or <http://fedgov.dnb.com/webform>.

S. System for Award Management (SAM) registration is required for all applicants. Each Sub-Recipient shall ensure that your organization's name, address, DUNS number and EIN are up to date in SAM and that the DUNS number used in SAM is the same one used to apply for all FEMA awards. SAM information can be found at <http://www.sam.gov>. Future payments will be contingent on the information provided in SAM; therefore it is imperative that the information is correct.

T. The purchase or acquisition of any additional materials, equipment, accessories or supplies, or the provision of any training, exercise or work activities beyond that identified in this MOA shall be the sole responsibility of Sub-Recipient and shall not be reimbursed under this MOA.

U. HSGP Sub-Recipients certify that they have read and agree to abide by the Sub-Recipient instructions provided in the sub-receipt instructions document provided by NCEM.

9. **Funding:** All terms and conditions of this MOA are dependent upon and subject to the allocation of funds from the Insert Federal Agency and NCEM for the purpose set forth and the MOA shall automatically terminate if funds cease to be available.

A. All terms and conditions of this MOA are dependent upon and subject to the allocation of funds from USDHS, FEMA and Recipient for the purposes set forth and the MOA shall automatically terminate if funds

cease to be available. Allowable costs shall be determined in accordance with the applicable USDHS Program Guidelines, which include, but may not be limited to, the FY 2015 HSGP NOFOA, available at: www.fema.gov, 2 CFR Parts 200 Sub-part F, 215, 220, 225, and 230, Federal Acquisition Regulations (FAR) Part 31.2, OMB Circulars A-21 and the USDHS Financial Management Guide available at www.dhs.gov. Allowable costs are also subject to the approval of the State Administrative Agent for the State of North Carolina, the Secretary of the Department of Public Safety.

10. **Taxes:** Sub-Recipient shall be considered to be an independent Sub- Recipient and as such shall be responsible for all taxes.
11. **Warranty.** As an independent sub-recipient, the Sub-Recipient will hold the Recipient harmless for any liability and personal injury that may occur from or in connection with the performance of this Agreement to the extent permitted by the North Carolina Tort Claims Act. Nothing in this Agreement, express or implied, is intended to confer on any other person any rights or remedies in or by reason of this Agreement. This Agreement does not give any person or entity other than the parties hereto any legal or equitable claim, right or remedy. This Agreement is intended for the sole and exclusive benefit of the parties hereto. This Agreement is not made for the benefit of any third person or persons. No third party may enforce any part of this Agreement or shall have any rights hereunder. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement. Nothing herein shall be construed as a waiver of the sovereign immunity of the State of North Carolina.
12. **Audit Requirements:** For all homeland security grant programs, Sub-Recipient is responsible for obtaining audits in accordance with 2 CFR 200 Subpart F.
13. **State Property.** Sub-Recipient shall be responsible for the custody and care of any property purchased with HSGP funds furnished for use in connection with the performance of this Agreement and shall reimburse the Recipient for any loss or damage to said property until the property is disposed of in accordance with HSGP Program requirements. Recipient will not be held responsible for any property purchased under this MOA/MOA. Title to the property purchased with HSGP funds shall be in the Sub-Recipient unless noted in section 2 of the MOA.
14. **Points of Contact.** To provide consistent and effective communication between Sub-Recipient and the Department of Public Safety, North Carolina Emergency Management, each party shall appoint a Principal Representative(s) to serve as its central point of contact responsible for coordinating and implementing this MOA. The Department of Public Safety, North Carolina Emergency Management contact shall be, Assistant Director for Planning & Homeland Security and the Homeland Security Grants Management Staff, and NCEM Branch Staff. The Sub-Recipient point of contact shall be the HSGP Program Manager or the person designated by the Sub-Recipient . All confidential information of either party disclosed to the other party in connection with the services provided hereunder will be treated by the receiving party as confidential and restricted in its use to only those uses contemplated by the terms of this MOA. Any information to be treated as confidential must be clearly marked as confidential prior to transmittal to the other party. Neither party shall disclose to third parties, the other party's confidential information without written authorization to do so from the other party. Specifically excluded from such confidential treatment shall be information that: (i) as of the date of disclosure and/or delivery, is already known to the party receiving such information; (ii) is or becomes part of the public domain, through no fault of the receiving party; (iii) is lawfully disclosed to the receiving party by a third party who is not obligated to retain such information in confidence; or (iv) is independently developed at the receiving party by someone not privy to the confidential information.
15. **Public Records Access:** While this information under Federal control is subject to requests made pursuant to the Freedom of Information Act (FOIA), 5 U.S.C. §552 et. seq., all determinations concerning the release of information of this nature are made on a case-by-case basis by the FEMA FOIA Office. This agreement may be subject to the North Carolina Public Records Act, Chapter 132 of the North Carolina General Statutes.

- 16. Subcontracting:** If Sub-Recipient subcontracts any or all purchases or services required under this Agreement, then Sub-Recipient agrees to include in the subcontract that the subcontractor is bound by the terms and conditions of this MOA. Sub-Recipient and any subcontractor agree to include in the subcontract that the subcontractor shall hold Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this MOA. If Sub-Recipient subcontracts any or all purchases or services required under this MOA, a copy of the executed subcontract Agreement must be forwarded to Recipient. A contractual arrangement shall in no way relieve Sub-Recipient of its responsibilities to ensure that all funds issued pursuant to this grant be administered in accordance with all state and federal requirements. Sub-Recipient is bound by all special conditions of this grant award as set out in the Grant Application Package and the Grant Award and Special Conditions documents, incorporated by reference herein, as well as all terms, conditions and restrictions of the applicable HSGP NOFOA referenced herein.
- 17. Situs:** This Agreement shall be governed by the laws of North Carolina and any claim for breach or enforcement shall be filed in State Court in Wake County, North Carolina.
- 18. Antitrust Laws:** This Agreement is entered into in compliance with all State and Federal antitrust laws.
- 19. Other Provisions/Severability:** Nothing in this Agreement is intended to conflict with current laws or regulations of the State of North Carolina, Department of Public Safety, North Carolina Emergency Management, or the Sub-Recipient. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.
- 20. Compliance with the law:** Sub-Recipient shall be wholly responsible for the purchases to be made under this MOA and for the supervision of its employees and assistants. Sub-Recipient shall be responsible for compliance with all laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of its business and purchase requirements performed under this MOA, including those of federal requirements and State and local agencies having appropriate jurisdiction and found in the FY 2015 HSGP NOFOA.
- 21. Entire Agreement:** This Agreement and any annexes, exhibits and amendments annexed hereto and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral and written statements or agreements.
- 22. Modification:** This Agreement may be amended only by written amendments duly executed by the Recipient and the Sub-Recipient.
- 23. Termination:** The terms of this agreement, as modified with the consent of all parties, will remain in effect until 2/28/2018. Either party upon thirty (30) days advance written notice to the other party may terminate this agreement. Upon approval by USDHS, FEMA and the issuance of the Grant Adjustment Notice, if this MOA is extended, the termination date for the extension will be the date listed in the applicable USDHS, FEMA Grant Adjustment Notice, incorporated by reference herein. If USDHS suspends or terminates funding in accordance with 2 CFR 200 and the FY2015 HSGP NOFOA, incorporated by reference herein, the Sub-Recipient shall reimburse North Carolina Emergency Management for said property and/or expenses.
- 24. Budget and Scope of Work:**

SUB-RECIPIENT shall implement the HSGP Grant project summarized below and as described in the approved project application. That Application is hereby incorporated by reference into this Agreement. The AGENCY/ Recipient shall reimburse eligible costs according to the following expenditures:

A. Funding Summary

<u>Project Costs:</u>	
Federal Share:	\$90,000.00
State Share:	\$ 0.00
<u>Local Share:</u>	<u>\$ 0.00</u>
TOTAL:	\$90,000.00

B. Scope of Work Summary

Please see Attachment 1 for a detailed Scope of Work description.

C. Reports to be provided during Period of Performance

SUB-RECIPIENT must also provide a semi-annual summary (progress report); no later than **July 15th** to the HSGP Grant Manager and/or Field Planner to ensure that the project deliverables are being met, and that each grant contract is operating within budget.

D. Reports to be Provided at the Conclusion of Work (if applicable)

- i. Quarterly project progress reports.
- ii. Sub-Recipient involved legal action that pertains to Planning Training Exercise and Equipment purchased with HSGP ;
- iii. After action report from exercise;
- iv. Training course roster and description
- v. Any other documentation that would be pertinent.
- vi. Any invoices detailing the expenses associated with the project.

IN PROCESS

25. **Lobbying Prohibition:** The Sub-Recipient certifies, to the best of his or her knowledge and belief, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person or employee of any state or federal agency, a member of the N.C. General Assembly, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. In any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representative of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Sub- Recipient agrees to comply with above requirements

26. **Assurance of Compliance with Title VI of the Civil Rights Act of 1964:** During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- A. **Compliance with Regulations:** The contractor shall comply with the Regulations relative to nondiscrimination in Federally-Assisted Programs of the 2 C.F.R. 200 and North Carolina regulation as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- B. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, sex, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- C. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractors obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.
- D. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as my be determined by the Recipient or the Research and Special Programs Administration (RSPA) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the Recipient or the Research and Special Programs Administration as appropriate, and shall set forth what efforts it has made to obtain such information.
- E. **Sanctions for Noncompliance:** In the event of the contractors noncompliance with nondiscrimination provisions of this contract, the Recipient shall impose contract sanctions as it or the Research and Special Programs Administration may determine to be appropriate, including, but not limited to:
 - i. Withholding of payments to the contractor under the contract until the contractor complies; and/or
 - ii. Cancellation, termination, or suspension of the contract, in whole or in part.
- F. **Incorporation of Provisions:** The contractor shall include the provisions of every subcontract, including procumbent of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contract shall take such action with respect to any subcontract or procurements as the Recipient or the Research and Special Programs Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provide, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontract or supplier as a result of such direction, the contractor may request the Recipient to enter into such litigation to protect the of the Recipient and, in addition the contractor may request the United States to enter such litigation to protect the interests of the United States.

Sub- Recipient agrees to comply with above requirements

27. Assurance of Compliance with Title VI of the Civil Rights Act of 1964: Sub-Recipient **HEREBY AGREES** THAT as a condition to receiving any federal financial assistance from the USDHS it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the Act) and all requirements imposed by or pursuant to 2 CFR Sub Part F , Nondiscrimination in Federally-Assisted Programs of the USDHS - Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations) and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex or national origin, be excluded from participation in, be denied the benefits of, or be otherwise discrimination under any program or activity for which the Sub-Recipient receives federal financial assistance from the USDHS, and **HEREBY GIVES**

ASSURANCE THAT it will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations. More specifically and without limiting the above general assurance, the Sub-Recipient hereby gives the following specific assurance with respect to the project:

- A. That the Sub-Recipient agrees that each "program" and each "facility" as defined in subsections 21.23(e) and 21.23(b) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to ("facility")) operated in compliance with all requirements imposed by, or pursuant to, the Regulations.
- B. That the Sub-Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and, in adapted form in all proposals for negotiated agreements:
 - i. The Sub-Recipient, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and 2 CFR Sub Part F issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in regard to any contract entered into pursuant to this advertisement, minority, business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex or national origin in consideration for an award.
- C. That the Sub-Recipient shall insert the clauses of this agreement in every contract subject to the Act and the Regulations.
- D. That this assurance obligates the Recipient for the period during which federal financial assistance is extended to the project.
- E. The Sub-Recipient shall provide for such methods of administration for the program as are found by the Secretary of USDHS or the official to whom he delegates specific authority to give reasonable guarantee that is, other recipients, sub Recipients, contractors, subcontractors, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations and this assurance.
- F. The Sub-Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, and Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property, discounts or other federal financial assistance extended after the date hereof to the Recipient by the USDHS and is binding on it, other recipients, sub Recipients, contractors, subcontractors, transferees, successors in interest and other participants in the Department of Transportation Program. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the recipients.

Sub- Recipient agrees to comply with above requirements

28. ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by Sub-Recipient executed in expending these grant funds.

The [Sub-Recipient, licensee, lessee, permittee, etc., as appropriate] for herself/himself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this [deed, license, lease, permit, etc.] for a purpose for which a USDHS program or activity is extended or for another purpose involving the provision of similar services or benefits, the Sub-Recipient, licensee, lessee, permittee, etc.] shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 2 CFR Sub Part F and as said Regulations may be amended.

That in the event of breach of the above nondiscrimination covenants, Sub-Recipient shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [licenses, lease, permit, etc.] had never been made or issued.

That in the event of breach of any of the above nondiscrimination covenants, Sub-Recipient shall have the right to re-enter said lands and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of Sub-Recipient and its assigns.

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by Sub-Recipient.

The [Sub-Recipient, licensee, lessee, permittee, etc., as appropriate] for herself/himself, his/her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in case of deeds, and leases add "as a covenant running with the land"] that (1) no person on the grounds of race, color, sex, or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing services thereon, no person on the grounds of race, color, sex, or national origin shall be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination, and (3) that the [Sub-Recipient, licensee, lessee, permittee, etc.] shall use the premises in compliance with all other requirements imposed by or pursuant 2 CFR Sub Part F Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, Sub-Recipient shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [license, lease, permit, etc.] had never been made or issued.

That in the event of breach of any of the above nondiscrimination covenants, Sub-Recipient shall have the right to re-enter said land and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of Sub-Recipient and its assigns.

* Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI of the Civil Rights Act of 1964.

Sub- Recipient agrees to comply with above requirements:

29. **Assurance of Compliance with Privacy Act:** The Sub-Recipient agrees:

- A. To comply with the provisions of the Privacy Act of 1974, 5 U.S.C. §552A and regulations adopted there under, when performance under the program involves the design, development, or operation of any system or records on individuals to be operated by the Sub-recipient, its third-party contractors, subcontractors, or their employees to accomplish a USDHS function.
- B. To notify USDHS when the Sub-Recipient or any of its third-party contractors, subcontractors,, sub recipients, or their employees anticipate a system of records on behalf of USDHS in order to implement the program, if such system contains information about individuals name or other identifier assigned to the individual. A system of records subject to the Act may not be used in the performance of this Agreement until the necessary and applicable approval and publication requirements have been met.
- C. To include in every solicitation and in every third-party contract, sub-grant, and when the performance of work, under that proposed third-party contract, sub grant, or sub agreement may involve the design, development, or operation of a system of records on individuals to be operated under that third-party contract, sub grant, or to accomplish a USDHS function, a Privacy Act notification informing the third party contractor, or sub Recipient, that it will be required to design, develop, or operate a system of records on individuals to accomplish a USDHS function subject to the Privacy Act of 1974, 5 U.S.C. §552a, and applicable USDHS regulations, and that a violation of the Act may involve the imposition of criminal penalties; and
- D. To include the text of Subsections a through c in all third party contracts, and sub grants under which work for this Agreement is performed or which is award pursuant to this Agreement or which may involve the design, development, or operation of a system of records on behalf of the USDHS.

Sub- Recipient agrees to comply with above requirements

30. Certification Regarding Drug-Free Workplace Requirements (Sub Recipients Other Than Individuals):

This certification is required by the regulations implementing the *Drug-Free Workplace Act of 1988, 44 CFR Part 17, Sub Part F*. The regulations, published in the January 31, 1989 Federal Register, require certification by sub-Recipient, prior to award, that they will maintain a drug-free workplace. The certification set out below is a material representation of act upon which reliance will be placed when the agency determines to award the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government-wide suspension of debarment, (*See 44 CFR Part 2*)

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Sub- Recipients workplace and specifying the actions that will be taken against employees for violation of such prohibition.

(b) Establishing a drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) The Sub-recipient's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the statement; and

(2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

(e) Notifying the agency within ten days after receiving notice under subparagraph (d)(2), from an employee or otherwise receiving actual notice of such conviction;

(f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted -

(1) Taking appropriate personnel action against such an employee, up to and including termination, or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purpose by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (g).

Place(s) of Performance: The Sub- Recipient shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant (street address, city, county, state, zip code)

Sub- Recipient agrees to comply with above requirements:

31. Execution and Effective Date: This grant shall become effective upon return of this original Grant Award and Memorandum of Agreement, properly executed on behalf of the Sub-recipient, to North Carolina Emergency Management and will become binding upon execution of all parties to the Agreement. The terms of this Agreement will become effective 09/01/2015. The last signature shall be that of Frank L. Perry, Secretary for the North Carolina Department of Public Safety.

32. Term of this Agreement: This agreement shall be in effect from 09/01/2015 to 02/28/2018.

Attachment 1

North Carolina FY 2015 HSGP Sub-Grantee Application

Part 1: Basic Information

1.) Date of Submission
10/02/2015
2.) Project Name
DPR 6 FORTS Shelter Project
3.) State or Regional (DPR) Project (If regional, include DPR number)
DPR 6
4.) Total Funding Requested
\$90,000.00

A. Applicant Information

(When awarded a grant, the applicant will be referred to as the sub-grantee)

Applicant	
Moore County Public Safety	
DUNS Number	050988146
Registered in SAM? <i>(Registration is required)</i>	Yes

B. Applicant Point of Contact Information

(Primary point of contact for all communication regarding the grant, if more than one add another box)

Name	Scot Brooks		
Agency	Moore County Public Safety		
Title	Deputy Director of Public Safety		
Phone Work	910-947-6308	Phone Mobile	
Mailing Address	302 South McNeil St P.O. Box 905		
City	Carthage	ZIP + 4	28327
Email	sbrooks@moorecountync.gov		

C. MOA Signatory Information:

(Individual who has the authority to sign the grant agreement, if more than one add another box)

Name	Wayne Vest		
Agency:	Moore County		
Title	County Manager		
Phone Work	9109476317	Phone Mobile	9106383964
Mailing Address (must be physical address, not PO Box)	Mailing Address – PO Box 905 Carthage NC 28327		
	Shipping Address – 302 South McNeill St Carthage NC 28327		
City	Carthage	ZIP + 4	28327-0905
Email	sbrooks@moorecountync.gov		

North Carolina FY 2015 HSGP Sub-Grantee Application

Part 2: Grant Proposal Information

A. Historical Information

1.) Does this project support a previously awarded investment?	No
2.) If yes, from which year?	Choose an item.
3.) If yes, what was the project name?	
4.) If yes, what was the funding amount awarded?	\$

B. Baseline: New or Ongoing Project

1.) Is this project new or ongoing?	New
-------------------------------------	-----

2.) This project will	
<input checked="" type="checkbox"/>	Sustain or continue current capabilities
<input type="checkbox"/>	Complete a current project
<input checked="" type="checkbox"/>	Reduce a priority capability gap

C. Project Information

1.) Which of the following State Priorities does the project address?	
<input type="checkbox"/> Cyber Security	<input type="checkbox"/> Threats and Hazard Identification
<input type="checkbox"/> Economic Recovery	<input type="checkbox"/> Risk/Disaster Resiliency Assessment
<input checked="" type="checkbox"/> Fatality Management Services	<input checked="" type="checkbox"/> Mass Search and Rescue Operations
<input type="checkbox"/> Intelligence and Information Sharing	<input type="checkbox"/> Public Information and Warning
<input checked="" type="checkbox"/> Community Resilience	<input checked="" type="checkbox"/> Health and Social Services
<input checked="" type="checkbox"/> Mass Care Services	<input type="checkbox"/> Planning
<input checked="" type="checkbox"/> Public Health and Medical Services	<input type="checkbox"/> Long-term Vulnerability Reduction
<input checked="" type="checkbox"/> Risk Management for Protection Programs and Activities	<input type="checkbox"/> Other (Only select this option if this project does not fit in any other category)
If other, explain why this project should be selected over others that address a priority gap?	

2.) Project Description
<p>DPR 6 is proposing the purchase of Fold out Shelter System (FORTS) to support response and recovery operations. This is a portable emergency shelter (transportable with trailer that is included) hard wall collapsible shelter system. The system includes a one ton air conditioning/heat pump system, electrical box, 60 amp shore power connection (3) 42" x 52" single hung clear tempered glass windows (1) 36 x 80 solid core door, floor leveling system unit also includes storage cabinets and a 5.5 kW Yamaha generator. This will also include purchase of support equipment Tables/Chairs administrative support items. This unit can be set up by 2 personnel in ten minutes. Unit comes with a trailer specifically designed for the shelter. This is a plug and play system all HVAC and generator are part of the system. This FORTS system will be utilized to support response and recovery operations. It is easily deployed and minimal training required for setup. This resource will be deployable anywhere in the region or state wide.</p>

North Carolina FY 2015 HSGP Sub-Grantee Application

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3.) Project Necessity
<i>This project will support response and recovery operations of all types. The system is multipurpose and due to its ease of deployment can be ready within minutes unlike some of our current portable systems which can take hours. This system is very easy to deploy and would not put a drain on critical personnel to setup.</i>

4.) Regionalization	
<i>This FORTS system will be utilized to support response and recovery operations. It is easily deployed and minimal training required for setup. This resource will be deployable anywhere in the region or state wide.</i>	
Deployable? Can the project be deployed to other jurisdictions?	Yes
Sharable? If the asset cannot be moved, can it be shared with other jurisdictions?	Yes

5.) Results Evaluation
<i>This project will provide DPR 6 with a rapidly deployable shelter system for any operation.</i>

6.) Project Management
<i>This project will be managed by Moore County Public Safety. Due to this system being a one of a kind the purchase process will not be a long term process. Once MOA has processed the unit would be purchased and training conducted within 60 days of DPR 6 personnel involved in the project.</i>

7.) Sustainment
<i>Training for the operation of this unit is quite simple and timely. The base line maintenance of the project will be provided by Moore County Public Safety.</i>

8.) Project Milestones:
<i>1st quarter: MOA processed 2nd Quarter: Purchase of Unit 3rd Quarter: all training complete and reimbursements complete.</i>

North Carolina FY 2015 HSGP Sub-Grantee Application

Part 3: Budget Information

In addition to completing this section, applicants will need to submit at least one **Budget Sheet** attachment for every solution area in which they request funding.

1.) Proposed Funding		
Solution Area	Amount of Funding \$	Funds Dedicated to LETP*
Planning	\$	\$
Equipment	\$90,000.00	\$
Training	\$	\$
Exercises	\$	\$
Total Proposed Funding:	\$90,000.00	\$

**If applicable, provide the proposed funding amount that will be spent on Law Enforcement Terrorism Prevention (LETP).*

2.) Fusion Center	
Does this proposal contribute to development and operation of the fusion center?	Choose an item.
<i>If you selected "Yes", explain how it contributes</i>	

Certification: I understand that:

- No project (supported through federal and/or matching funds) having the potential to impact Environmental or Historical Preservation (EHP) can be started without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings, structures and objects that are 50 years old or greater. Applicant must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. Any activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.
- In accordance with HSPD-5, the adoption of the National Incident Management System (NIMS) is a requirement to receive Federal preparedness assistance through grants, contracts, and other activities. By submitting this project proposal you and all participating entities are certifying that your locality/state agency is NIMS compliant.
- Submission of the project proposal does not guarantee funding.
- Any projects allocated funds will be required to check all purchases against the Allowable Equipment Lists (www.rkb.us).
- Any changes made to this project after the submission deadline must be approved by the NCEM Planning and Homeland Security Section Grants Branch Manager and an updated application must be submitted.

North Carolina FY 2015 HSGP Sub-Grantee Application

- If the point of contact or MOA signatory changes, then it is the responsibility of the applicant to provide the new information to NCEM Planning and Homeland Security Section in a timely manner.
- This application includes the following:
 - Completed application
 - Completed budget sheet(s)

Attachment 2

QUARTERLY PROGRESS REPORT

Sub recipient: Moore County

FY15 HSGP – MOA # EMW-2015-SS-00062-S01-1538

Quarter (list dates):

Grant Award: \$ 90,000.00

**Funds Expended Prior Quarters:
Funds Expended this Quarter:**

Activities	Metric	Current Status
1. Equipment	Date, current status (ex. List needs identified, items in vendor negotiation, purchased, placed in service, etc.)	

Quarterly Progress Reports are due:

- January 15
- April 15
- July 15
- October 15

Attachment 3

Attachment 3 - EXAMPLE

Grant-Funded Typed Resource Report

Tool Instructions:

1. Each row should contain one piece of equipment purchased with or training held using grant funds for current reporting period. Only report purchases and trainings that have already been completed and funds have been expended and drawn down.
2. Choose from the drop-down menu whether the line is for equipment or training, the NIMS Typed Discipline, NIMS Typed Resource and NIMS Type #, as published by FEMA's National Integration Center (NIC) that the equipment supports, if NIMS Typed.
- 2a. If equipment or training is not NIMS Typed, choose "State/Local Other" in drop-down menu and provide State/Local typing or Community of Interest information in the Comments.
3. Choose whether the piece of equipment or training is to "Sustain Current" existing capabilities or will increase or "Add New" capability .
4. Choose the Core Capability or Capabilities that the Typed Resource supports. If more than one Core Capability is applicable, expand the columns by clicking the '+' above the 'Cost of Purchase' column to show more 'Core Capability Supported' columns.
5. Enter the cost of the equipment or training.
6. Enter additional information in the Comments, including a brief description of whether the training or equipment purchased sustains existing capabilities; adds or improves an existing capability; or builds a new capability from scratch. This Form Can be accessed at www.fema.gov/media-library/assets/documents/28973?id=6432

SUBGRANTEE: Carolina County **GRANT#:** 2013-SS-00033-501-13xx **PROJECT:** Generators & Generator Switches

Equipment or Training	NIMS Typed Discipline or State/Local Discipline/Community of Interest Supported	NIMS Typed Resource Supported	NIMS Type #	State/Local Typed Resource Supported (if applicable)	Typed Equipment Purchased	# of Personnel Trained for Typed Teams	# of Typed Teams Trained	Sustain Current Capability/Add New Capability	Core Capability Supported	Cost of Purchase	Comments
Equipment	Fire / Hazmat	HazMat Entry Team	I	N/A	WMD Liquid Splash-Protective CPC	N/A	N/A	Add New	Environmental Response / Health and Safety	\$ 90,000.00	This new PPE will increase a Type II to a Type I HazMat Entry Team by fulfilling the PPE requirements for a Type I team. This investment completes the upgrade of this team.
Training	Incident Management	Incident Management Team	III	N/A	N/A	55	2	Sustain Current	Operational Coordination	\$ 150,000.00	This Training sustained policy awareness for a State and two Regional IMTs. This training maintains emergency staff awareness that would have otherwise been out-of-date within 3 months of the training.
Equipment	Public Health and Medical	State / Local Other (provide in comments section)	State / Local Other	Water Ambulance	ALS Rescue Boat	N/A	N/A	Add New	Mass Care Services	\$ 100,000.00	The ALS Rescue Boat meets State typing for Water Ambulance. This equipment purchase adds a new capability to the local EMS. Teams will begin training to complete the resource.
Training	Search and Rescue	US&R Task Forces	II	N/A	N/A	63	23	Sustain Current	Mass Search and Rescue Operations	\$ 75,000.00	63 Responders were trained in structural collapse to support 23 Type II USAR Teams. This training sustained current levels of staffing in anticipation of current staff retiring.

Attachment 4

Required Sub-Grantee File Documentation

Sub-grantee or sub-recipient must meet the financial administration requirements in 44 CFR Part 13 and must maintain a file for each homeland security grant award. The files must be available for review by the North Carolina Division of Emergency Management – Homeland Security Branch Staff for site visits, project closeout and future audits.

Sub-grantee or sub-recipient must include appropriate documentation in the file, including but not limited to the following documents:

Grant Award Letter

Memorandum of Agreement/ and Supporting Appendices

Quarterly Progress Reports

Completed cost report forms with invoices and proof(s) of payment



Quotation
Moore County Public Safety
Mr. Scott Brooks
Revised, June 21, 2016

1.) Standard FORTS, model FGM01, as per attached specs including 6.5 kW generator

Price \$ 56,520.00

2.) Same as above, but with 1.5 ton HVAC Unit, Model FGM15

Price \$ 59,975.00

3.) Mobilizer trailer with storage cabinets, see attached specs, Model MOB02

Price \$ 27,800.00

PHONE 800-334-6656

FAX 888-556-1048

PO Box 1097
Youngsville, NC 27596
www.SEEquip.com



FORTS™ Specifications

FORTS™ (Fold Out Rigid Temporary Shelter) is a portable expandable insulated shelter for temporary housing, and supplying of various services.

Standard Unit – Features

Exterior Dimensions - Opened; 19' 6" L x 17' W x 8'6" H

Interior Dimensions - Opened; 16' L x 16' 2" W x 7' 5" H

Exterior Dimensions - Closed; 19' 6" L x 30" W x 8' 6" H

Useable Space (Interior): 259 sq. ft.

Space when open: 332 sq. ft.

Space when closed: 49 sq. ft.

Features:

Wall mount One Ton Air Conditioner (10,800 BTUH; 9.00 EER) with thermostat control panel inside of unit.

Electrical Panel Rated 125AMP, with five (5) 110v tamper resistant outlets.

Florescent lighting fixtures, two (2) four lamp fixtures, each provides 136 watts total.

Single hung aluminum window with one-eighth inch (1/8") clear tempered glass.

Fully insulated construction.

Extrusions at corner wall, and roof connections are interlock design to add structural strength

Interlocking extrusions are equipped with weather-stripping to help prevent moisture intrusion

Patented hinged extrusions to facilitate opening and closing unit.

Core Leveling System, with locking casters and forklift pockets for transport.

Floor Leveling System with nine (9) leveling arms.

Heavy-duty roof, floor, and wall finishes.

Kitchen connection plugs (water inlet, water outlet).

Integrated Storage Cabinets.

Tool Box – tools for set-up, with level.

Repair Kit – paint and patch material.

Rated for wind speeds up to 130 mph (with proper anchorage); roof live loads up to 55 lbs. per square ft.

Transport: Shipping weight 3600 lbs.

Anchorage: Cast aluminum Earth Anchoring System.

Structure:

Core

A center core structure comprising of a rectangular box structure of heavy duty extruded aluminum 0.156 inch thick alloy 6063-T6. Components are bolted and welded connections creating a box beam configuration. At Roof location anchors for lifting (if ordered); forklift pockets and six inch (6”) locking casters to allow easy movement and transport. Four (4) built-in bevel geared leveling jacks at base with eight-inch (8”) by eight-inch (8”) welded plates.

Panels:

Roof, wall and floor, consisting of composite aluminum panels, with expanded polystyrene core, pressure laminated.

Roof panels, three inch (3”) in depth; facings 0.024 aluminum, core one (1) pound density expanded polystyrene; Thermoplastic Roof Finish (TPO); “R” value 15.00. Wall panels, three inch (3”) in depth; facings 0.024 aluminum, core one (1) pound density expanded polystyrene; “R” value 13.90. Floor panel, four (4”) inch in depth, facings 0.024 aluminum, core two (2) pound density expanded polystyrene, with ¼” AC grade plywood substrate; “R” value 18.56. Acoustical; transmission of sound for expanded polystyrene is an STC of 51.

Framing/Extrusions/Sheet/Fasteners

Panels are framed with aluminum extrusions as required. All extrusions are alloy 6063-T6 aluminum only, with minimum thickness 0.09 to 0.18 inches as required. Extrusion framing shall be configured to interlock between the roof and exterior wall panels to create a water and wind barrier at the interconnection and further to create a unified structure for strength. All aluminum facing minimum type 3105-H25; Core PCF (1) or (2) ASTM C-578-83 branded EPS, Adhesive Ashland 2020 ISO Grip.

All fasteners to be 2024-14 or 7075-T73 alloy, non-magnetic stainless steel. SAE grade 5, steel (min) or cadmium plated or other corrosion resistance material complying with 5.1.1C, 2005

Aluminum Design Manual, the Aluminum Association, Inc. All aluminum components insulated from dissimilar metals or ground contact to prevent electrolysis.

Door Unit:

Aluminum door, thirty-six inch (36") width, eighty-inch (80") height; insulated solid core with thermally broken extruded aluminum frame. "R" value of 9.55.

Window Unit:

Aluminum frame, single hung glass pane, utilizing one-eighth inch (1/8") clear tempered glass; design pressure rated for plus 35 PSF to negative 35 PSF; U factor 1.08; solar heat gain coefficient 0.71, with visible transmittance of 0.75.

Anchorage System:

Seven inch (7") anchors of die cast aluminum; three-sixteenth inch (3/16") galvanized steel cable; load capacity per anchor of 3,000 lbs., requires four (4) anchors per unit.

Floor Support/Level System:

Three inch (3") by three inch (3") by 0.90 steel box beams, G90 galvanized, painted, grey polyester, with one-half inch (1/2") SAE grade 5 threaded adjustment rods and support plates.

Air Conditioning/Heat Pump System:

Wall-mounted one (1) ton air conditioner cooling, 10,800 Btuh, 60Hz, heating and cooling system, rotary compressor, green refrigerant R-410A (HFC) non-ozone depleting in compliance with 2010 EPA requirements. Complies with efficiency requirements of ANSI/ASHRAE/IESNA 90.1-2077.

Certified to ANSI/ARI Standard 390-2003 for SPVU; Intertek ETL listed to Standard for Safety Heating and Cooling Equipment ANSI/UL 1995/CSA 22.2 No. 236 – US Third Ed.

Electrical Supply/Lighting/Data Connections:

120/240 Volt rated electric, 125 amp, single-phase convertible load center. Includes 100amp Breaker for permanent power connections for shore power/generator. Power provided to utility outlets, lighting, reverse cycle air conditioning unit and optional kitchen unit
Florescent lighting fixtures two (2) four lamps each fixture provides 136 watts total.
One (1) data Port for phone and Internet connections. Data port = CAT5e

Structural Performance:

Roof panel; transverse load and concentrated load test, loads to 80 PSF with two (2) times safety factor, per ASTM E-72-05, section 11.3.1.1.

Diaphragm / Racking load test, loads to 5,000 pounds per ASTM E-72-05, Section 11.3.1.1.

Impact, cyclic pressure and wind loading, loads to design pressure of +43/-70 per TAS 201, TAS 202, TAS 203 and ASTM E72.

Uplift resistance test, loads to design pressure of +43/-70 per ASTM E72.

Wall Panels:

Transverse Load Test, load pressure to negative 56.53, per ASTM E72-05, Section 11.3.1.1.

Diaphragm / Racking Load Test, loads to 6000 pounds per ASTM E72-095, Section 11.3.1.1.;

compression test, loads to 16,000 pounds, per ASTM E72-05, Section 11.3.1.1;

Tension test, loads to 5000 pounds per ASTM E72-05, Section 11.3.1.1.

Impact, cyclic pressure, static wind loading, loads to design pressure of +43/-70 per TAS 201, TAS 202, TAS 203, and ASTM 72.

Finishes:

Roof covering: Fleece back membrane (polyolefin based, thermoplastic, heat-weldable membranes, polyester reinforced. Thickness 0.045 inch, UL Class "A" and FM Class 1-90 classifications available. Energy Star: initial solar reflectance, solar spectrum reflectometer white 0.87 / tan 0.68; CRRC: ASTM C1549 initial solar reflectance , white 0.79, tan 0.71; LEED thermal emittance, ASTM E408, white 0.95, tan 0.95; SRI (solar reflectance index) ASTM E1980, white 110, tan 88 reinforced fabric membrane meeting or exceeding requirements of ASTM 06878.

Wall Finish: ACRA-LASTIC 2700 high built acrylic elastomeric coating; VOC compliant.

Floor Coverings: Tough-ply, 0.050 inch thick nickel plate covering; polyolefin based thermoplastic with polyester reinforced membrane.

Approvals/Compliance:

ICC (International Code Council)
ESR-1599 Roof and Wall panels.

State of Florida Approvals for roof and wall panels, impact and non-impact, FL 5500, FL 7561, and FL 12225

State of California Approval for roof panels, wall panels, roof systems and wall systems.
FBH3, FBH4, FBH5, SPA 269-4, and SPA 269-5.

Compliant with 2012 International Building Code, 2012 International Residential Code, ASCE-7-10, 2010 Aluminum Design Manual.

Underwriters Laboratories, Inc., Listed UL 1715 (Interior) 5N46
Underwriters Laboratories, Inc., Listed Class "B" (Exterior) 4N08,
Electric per National Electric Code
All electric devices are UL Listed
Energy Star – Roof Coating rated.

Fire Compliance:

The FORTS Unit Panels are compliant with the following:

UL 1715 (UBC 17-5) Room Corner Test.

Fire test of Internal Finish Materials as classified by Underwriters Laboratories, Inc.
File No. R15413.

Class "B" (Full) Exterior Fire Resistances per ASTM E108-91A. Three classes of fire test exposures, spread of flame, intermittent flame and burning Brands.

Classified by Underwriters Laboratories, Inc., File No. R 15373.

Class "A" Spread of Flame for exterior fire resistance, per ASTM E108-07A, Southwest Research, Department of Fire Technology.

UBC 26-3 Room Fire Test Standard. 15 minutes interior. Southwest Research, Department of Fire Technology.

SOLE SOURCE JUSTIFICATION FORM
(for items costing \$1,000.00 or more)

Vendor: Southeastern Emergency Equipment

Item: FORTS (Fold-Out Rigid Temporary Structure)

Estimated expenditure for the Above Item: \$90,000.00

INITIAL ALL ENTRIES BELOW THAT APPLY TO THE PROPOSED PURCHASE. ATTACH A MEMO CONTAINING JUSTIFICATION AND SUPPORT DOCUMENTATION.

1. _____ Sole source is for the original manufacturer or provider, there are no area distributors.
2. _____ The parts/equipment are not interchangeable with similar parts of another manufacturer.
3. XX This is the only known item or service that will meet the specialized needs of this department or perform the intended function.
- 4 The parts/equipment are required from this source to permit standardization.
5. _____ None of the above apply. A detailed explanation and justification for this sole source is contained in the attached memo.

The undersigned requests that competitive procurement be waived and that the vendor identified as the supplier of the material or service described in this sole source justification be authorized as a sole source for the material or service.

County Manager

Public Safety/Emergency Management
Department

19-Jul-16
Date

Agenda Item: VIII. O.
Meeting Date: 07/19/2016

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Scot Brooks

DATE: June 28, 2016

SUBJECT: Richmond County Mutual Aid and Assistance Agreement

REQUEST:

Approve the attached Resolution Approving the Mutual Aid Agreement for Disasters and Other Related Emergencies Between Richmond County and Moore County and the attached Agreement.

BACKGROUND:

This MOU allows for Moore County to assist and/or receive assistance directly with Richmond County. It serves as the legal document that allows one jurisdiction to assist another in their time of need during emergency and disaster operations.

IMPLEMENTATION PLAN:

The agreement will be submitted to the Richmond County Director of Emergency Services upon signing and shall be in effect immediately upon their receipt and signature completion. An original copy shall be maintain with the Clerk to the Board.

FINANCIAL IMPACT STATEMENT:

The Department of Public Safety will follow the current finance policies in terms of approval and financial commitment. The Director of Public Safety can approve up to \$5000.00 and the County Manager can approve up to \$50,000.00. All requests above and beyond these levels will be sent to the Chairman of the Board of Commissioners for approval. State and Federal reimbursement may be applicable when a local, state, and/or federal declaration occurs.

RECOMMENDATION SUMMARY:

Approve the attached Resolution Approving the Mutual Aid Agreement for Disasters and Other Related Emergencies Between Richmond County and Moore County and the attached Agreement, and authorize the Chairman to sign the same.

SUPPORTING ATTACHMENTS:

1. Resolution Approving the Mutual Aid Agreement for Disasters and Other Related Emergencies Between Richmond County and Moore County
2. Mutual Aid Agreement for Disasters and Other Related Emergencies Between Richmond County and Moore County

**STATE OF NORTH CAROLINA
COUNTY OF MOORE**

**RESOLUTION APPROVING THE MUTUAL AID AND ASSISTANCE
AGREEMENT FOR DISASTERS AND OTHER RELATED EMERGENCIES
BETWEEN RICHMOND COUNTY AND MOORE COUNTY**

WHEREAS, the County of Moore and the County of Richmond desire to enter into an interlocal agreement concerning mutual aid and assistance; and

WHEREAS, in the event of an emergency or local disaster, each party is able to call upon the other for assistance; and

WHEREAS, the assistance to be provided will not be to the detriment of the providing county.

NOW, THEREFORE BE IT RESOLVED, the Moore County Board of Commissioners approves the Mutual Aid and Assistance Agreement for Disasters and Other Related Emergencies between Richmond County and Moore County, and authorizes the Chairman to execute the same.

Adopted this 19th day of July, 2016.

Nick J. Picerno, Chairman
Moore County Board of Commissioners

Laura M. Williams
Clerk to the Board

**MUTUAL AID AND ASSISTANCE AGREEMENT
FOR DISASTERS AND OTHER RELATED EMERGENCIES BETWEEN
RICHMOND COUNTY AND MOORE COUNTY**

This Mutual Aid and Assistance Agreement is entered into by and between the County of Moore, a political subdivision of the State of North Carolina, and the County of Richmond, a political subdivision of the State of North Carolina.

WHEREAS, the safety of the citizens of the State of North Carolina is of the utmost importance to all levels of state and local government;

WHEREAS, the jurisdictions of Richmond County and Moore County seek to enter a Mutual Aid and Assistance Agreement in order to provide for the sharing of resources, personnel, and equipment in the event of a local disaster or other emergency;

WHEREAS, the State of North Carolina and the Federal Emergency Management Agency (FEMA) have recognized the importance of written mutual aid agreements between all levels of government to facilitate reimbursement; and

WHEREAS, pursuant to the North Carolina General Statutes, Local Governments are allowed to enter into mutual aid and assistance agreements, which may include provisions for the furnishing and exchanging of supplies, equipment, facilities, personnel, and services during a natural or human-made disaster and/or other emergency; now

THEREFORE, the parties agree as follows:

**SECTION I.
DEFINITIONS**

- A. "Agreement" shall mean this document, the "Mutual Aid Agreement for Disasters and Other Emergencies."
- B. "Aid and Assistance" shall include, but not be limited to, personnel, equipment, facilities, services, supplies, and other resources.
- C. "Authorized Representative" shall mean an individual who has been authorized in writing by this Agreement, to request, offer, or provide assistance under the terms of this Agreement.
- D. "Disaster or other emergency" shall mean the occurrence or imminent threat of widespread or severe damage, injury, loss of life or property resulting from an intentional, accidental, or unintended release of any substance in or material in any form or quantity which poses an unreasonable risk to the safety and health and to the property when released, weather related incidents, explosions, fires, collapses, or any other incident which directly affects public safety.
- E. "Provider" means a party to this Agreement that has received a request to furnish aid and assistance to a recipient.
- F. "Recipient" means a party to this Agreement receiving aid and assistance from another party.

**SECTION II.
OBLIGATIONS OF THE PARTIES**

- A. Provision of Aid and Assistance – Subject to the terms and conditions set forth in this Agreement, the parties shall provide each other with aid and assistance in the event of a local disaster or emergency. The parties acknowledge that each party’s foremost responsibility is to its own citizens and this Agreement shall not be construed to impose an absolute obligation on any party to this agreement to provide aid and assistance simply because another party has requested it. When aid and assistance have been requested, a party may deem itself unable to respond and shall so inform the party making the request and that determination shall be nonreviewable or subject to challenge by the requesting party.
- B. Procedures for Requesting Assistance – Requests for assistance shall be made by the Authorized Representative of a party to the Authorized Representative of the other party. Such request must indicate that it is made pursuant to this Agreement. Such request may be made by telephone, to be followed as soon as practicable by a written confirmation of that request.
- C. Designation of Authorized Representative – Each party to this Agreement shall designate an Authorized Representative. Such designation shall be communicated, in writing, to the County Manager or his designee of the other party upon the execution of this Agreement. Such designation may be amended at any time by the County Manager or his designee.
- D. Supervision and Control – The Provider shall designate supervisory personnel amongst its employees sent to render aid and assistance to the Recipient. Recipient shall provide necessary credentials to the Provider’s personnel authorizing them to operate on behalf of the Recipient. Recipient shall assign work tasks to Provider’s supervisory personnel, and unless specifically instructed otherwise, Recipient shall have the responsibility for coordination between Provider’s supervisory personnel and Recipient’s personnel. Based upon such assignments set forth by Recipient, Provider’s supervisory personnel shall have the authority to:
 - 1. Assign work and establish work schedules for Provider’s personnel;
 - 2. Maintain daily personnel time records, material records, and a log of equipment hours;
 - 3. Report work progress to Recipient at regular intervals as specified by Recipient.
- E. Period of Service; Renewability; Recall – Unless agreed otherwise, the duration of the Provider’s assistance shall be for an initial period of twenty-four (24) hours, starting from the time of arrival. Thereafter, assistance may be extended in increments agreed upon by the Authorized Representatives of Provider and Recipient. Provider’s personnel, equipment, and other resources shall remain subject to recall by Provider to provide for its own citizens if circumstances so warrant. Provider shall make a good faith effort to provide at least eight (8) hours advance notification to Recipient of Provider’s intent to terminate such assistance, unless such notice is not practicable, in which case as much notice as is reasonable under the circumstances shall be provided.

**SECTION III.
REIMBURSEMENT**

- A. Recipient shall reimburse Provider for the following documented expenses incurred by Provider as a result of extending aid and assistance to Recipient:

1. Equipment – Provider shall be reimbursed by Recipient for the use of its equipment during the period of assistance according to established FEMA equipment rates.
 2. Material and Supplies – Provider shall be reimbursed for all materials and supplies furnished by it during the period of assistance and which materials and supplies are neither returned nor replaced. The measure for reimbursement for materials and supplies shall be determined in accordance with FEMA and State of North Carolina reimbursement policies.
- B. In the discretion of the Recipient, upon receiving an invoice from the Provider detailing all costs and expenses incurred by the Provider or the Provider’s personnel during the period of assistance, the Recipient may reimburse the Provider, in part or in full, for expenses not otherwise provided for above in Section III(A)(1) or (2).
- C. The Recipient shall not be responsible for reimbursing Provider for the costs of any damage caused by the negligence, willful and wanton misconduct, intentional misuse, or recklessness of Provider’s personnel. Provider’s personnel shall use reasonable care at all times in the use and control of all materials and supplies used by them during the period of assistance.
- D. Record Keeping – Recipient shall provide information, directions, and assistance for record keeping to Provider’s personnel; Provider shall maintain records and invoices for reimbursement.
- E. Billing and Payment – Provider shall send an invoice for reimbursable costs and expenses, together with appropriate documentation as required by Recipient, as soon as practicable after said costs and expenses are incurred, but not later than forty-five (45) days following the period of assistance. Recipient shall pay the bill, or advise of any disputed items, not later than forty-five (45) days following the billing date.
- F. Inspection of Records – Provider agrees that it shall make its records regarding costs and expenses for assistance provided under this Agreement available for audit and inspection upon request by the Recipient, State of North Carolina, and the federal government, and shall maintain such records for at least seven (7) years after the date of final payment under this Agreement.

**SECTION IV.
PROVIDER’S EMPLOYEES**

- A. Rights and Privileges – Whenever Provider’s employees are rendering aid and assistance pursuant to this Agreement, such employees shall remain the responsibility of the Provider and retain the same powers, duties, immunities, and privileges they would ordinarily possess if performing their duties within the geographic limits of the Provider.
- B. Workers’ Compensation – Recipient shall not be responsible for reimbursing any amounts paid or due as benefits to Provider’s employees due to personal injury or death occurring during the periods of time such employees are engaged in the rendering of aid and assistance under this Agreement. It is mutually understood that Recipient and Provider shall be responsible for payment of such workers’ compensation benefits only to their own respective employees.

**SECTION V.
NONDISCRIMINATION**

In accordance with all applicable local, State, and Federal constitutional, statutory, and administrative nondiscrimination provisions, the parties to this Agreement shall not discriminate against any employee or the region for employment on account of race, creed, color, sex, national origin, disability, Vietnam Era Veteran status, or marital status.

**SECTION VI.
AMENDMENTS**

This Agreement may be modified at any time upon the mutual written consent of the parties. Additional municipalities may become parties to this Agreement upon the acceptance and execution of this Agreement.

**SECTION VII.
DURATION OF AGREEMENT**

- A. Term – This Agreement shall be for a term of five (5) years from the date of execution by both parties, unless the Agreement is renewed or terminated as set forth in this section.
- B. Renewal – This Agreement may be extended for an additional five (5) year term by written agreement of the parties hereto.
- C. Termination – Any party may terminate this Agreement upon thirty (30) days written notice. A termination shall not affect the obligation of any party to reimburse the other for the costs and expenses of rendering aid and assistance incurred prior to the effective date of termination.

**SECTION VIII.
HEADINGS**

The headings of various sections and subsections of this Agreement have been inserted for convenient reference only and shall not be construed as modifying, amending, or affecting in any way the express terms and provisions of this Agreement.

**SECTION IX.
SEVERABILITY**

Should any clause, sentence, provision, paragraph, or other part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement. In the event that parties to this Agreement have entered into other aid and assistance agreements, those parties agree that, to the extent a request for aid and assistance is made pursuant to this Agreement, those other aid and assistance agreements are superceded by this Agreement.

**SECTION X.
EFFECTIVE DATE**

This Agreement shall take effect upon its execution by both parties.

[SIGNATURES ON THE FOLLOWING TWO PAGES.]

COUNTY OF RICHMOND

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

PREAUDIT CERTIFICATE:

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

Finance Officer

Date: _____

COUNTY OF MOORE

Bryan Phillips, Director
Moore County Public Safety

Date: _____

Nick J. Picerno, Chairman
Moore County Board of Commissioners

Date: _____

PREAUDIT CERTIFICATE:

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

Finance Officer

Date: _____

Agenda Item: VIII. P.
Meeting Date: 07/19/2016

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Scot Brooks

DATE: June 28, 2016

SUBJECT: North Carolina Statewide Mutual Aid and Assistance Agreement

REQUEST:

Approve for the County Manager to sign the Memorandum of Understanding with North Carolina Emergency Management as approved by the County Attorney.

BACKGROUND:

This MOU allows for Moore County to assist and/or receive assistance with any of the other approved jurisdictions who have signed the agreement. It serves as the legal document that allows one jurisdiction to assist another in their time of need during emergency and disaster operations.

IMPLEMENTATION PLAN:

The agreement will be submitted to the NC Division of Emergency Management upon signing and shall be in effect immediately upon their receipt and signature completion.

FINANCIAL IMPACT STATEMENT:

The Department of Public Safety will follow the current finance policies in terms of approval and financial commitment. The Director of Public Safety can approve up to \$5000.00 and the County Manager can approve up to \$50,000.00. All requests above and beyond these levels will be sent to the Chairman of the Board of Commissioners for approval. State and Federal reimbursement may be applicable when a local, state, and/or federal declaration occurs.

RECOMMENDATION SUMMARY:

Approve for the County Manager to sign the Memorandum of Understanding with North Carolina Emergency Management as approved by the County Attorney.

SUPPORTING ATTACHMENTS:

**NORTH CAROLINA STATEWIDE EMERGENCY
MANAGEMENT MUTUAL AID AND ASSISTANCE
AGREEMENT**

Revision – August 2015

THIS AGREEMENT IS ENTERED INTO BETWEEN THE NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY, AND ITS DIVISION OF EMERGENCY MANAGEMENT OF THE STATE OF NORTH CAROLINA AND BY EACH OF THE ENTITIES THAT EXECUTES AND ADOPTS THE UNDERSTANDINGS, COMMITMENTS, TERMS, AND CONDITIONS CONTAINED HEREIN:

WHEREAS, the State of North Carolina is geographically vulnerable to a variety of natural disasters;

WHEREAS, Chapter 166A of the North Carolina General Statutes, entitled the North Carolina Emergency Management Act, recognizes this vulnerability and provides that its intended purposes are to:

- (1) Reduce vulnerability of people and property of this State to damage, injury, and loss of life and property;
- (2) Prepare for prompt and efficient rescue, care, and treatment of threatened or affected persons;
- (3) Provide for the rapid and orderly rehabilitation of persons and restoration of property; and
- (4) Provide for cooperation and coordination of activities relating to emergency and disaster mitigation, preparedness, response, and recovery;

WHEREAS, in addition to the State, the Federal Emergency Management Agency (FEMA) has recognized the importance of the concept of coordination between the State and local governments;

WHEREAS, under Chapter 166A and other chapters of the North Carolina General Statutes, entities entering into mutual aid and assistance agreements may include provisions for the furnishing and exchanging of supplies, equipment, facilities, personnel and services; and

WHEREAS, the entities which have chosen to become signatories to this Agreement wish to provide mutual aid and assistance amongst one another at the appropriate times;

THEREFORE, pursuant to G.S. 166A-19.72, these entities agree to enter into this Agreement for reciprocal emergency management aid and assistance, with this Agreement embodying the understandings, commitments, terms, and conditions for said aid and assistance, as follows:

Section I. DEFINITIONS

"Agreement" means this document, the North Carolina Statewide Emergency Management Mutual Aid and Assistance Agreement.

"Aid and assistance" includes personnel, equipment, facilities, services, and supplies.

"Authorized Representative" means a party's employee who has been authorized, in writing by that party, to request, to offer, or to otherwise provide assistance under the terms of this Agreement. The list of Authorized Representatives for each party executing this Agreement shall be attached to the executed copy of this Agreement. (In the event of a change in personnel, unless otherwise notified, the presumption will be that the successor to that position will be the authorized representative.)

"Disaster declaration" means a gubernatorial declaration that the impact or anticipated impact of an emergency constitutes a Type I, II, III disaster as defined in G.S. 166A-19.21(b)

"Emergency" means an occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property, resulting from any natural or man-made accidental, military, or paramilitary cause.

"Local Agency" means a county agency charged with coordination of all emergency management activities for its geographical limits pursuant to G.S. 166A-19.15.

"Party" means a governmental entity which has adopted and executed this Agreement.

"Provider" means the party which has received a request to furnish aid and assistance from another party in need (the "Recipient").

"Recipient" means the party setting forth a request for aid and assistance to another party (the "Provider").

**Section II. INITIAL RECOGNITION OF PRINCIPLE BY ALL PARTIES;
AGREEMENT PROVIDES NO RIGHT OF ACTION FOR THIRD PARTIES**

As this is a reciprocal contract, it is recognized that any party to this Agreement may be requested by another party to be a Provider. It is mutually understood that each party's foremost responsibility is to its own citizens. The provisions of this Agreement shall not be construed to impose an unconditional obligation on any party to this Agreement to provide aid and assistance pursuant to a request from another party. Accordingly, when aid and assistance have been requested, a party may in good faith withhold the resources necessary to provide reasonable and adequate protection for its own community, by deeming itself unavailable to respond and so informing the party setting forth the request.

Given the finite resources of any jurisdiction and the potential for each party to be unavailable for aid and assistance at a given point in time, the parties mutually encourage each other to enlist

other entities in mutual aid and assistance efforts and to enter into such agreements accordingly. Concomitantly, the parties fully recognize that there is a highly meritorious reason for entering into this Agreement, and accordingly shall attempt to render assistance in accordance with the terms of this Agreement to the fullest extent possible.

Pursuant to G.S. 166A-19.60 and as elaborated upon in Section X of this Agreement, all functions and activities performed under this Agreement are hereby declared to be governmental functions. Functions and activities performed under this Agreement are carried out for the benefit of the general public and not for the benefit of any specific individual or individuals. Accordingly, this Agreement shall not be construed as or deemed to be an Agreement for the benefit of any third parties or persons and no third parties or persons shall have any right of action under this Agreement for any cause whatsoever. All immunities provided by law shall be fully applicable as elaborated upon in Section X of this Agreement.

Section III. PROCEDURES FOR REQUESTING ASSISTANCE

Mutual aid and assistance shall not be requested unless the resources available within the stricken area are deemed inadequate by Recipient. When Recipient becomes affected by a emergency and deems its resources inadequate, it may request mutual aid and assistance by communicating the request to Provider, indicating the request is made pursuant to this Agreement. The request shall be followed as soon as practicable by a written confirmation of that request, including the transmission of a proclamation of local state of emergency under G.S. 166A-19.22, and a completed form describing recipient's projected needs in light of the emergency. All requests for mutual aid and assistance shall be transmitted by the party's *Authorized Representative* or to the *Coordinator of the Local Agency* as set forth below.

A. METHOD OF REQUEST FOR MUTUAL AID AND ASSISTANCE: Recipient shall set forth requests as follows:

(i) **REQUESTS ROUTED THROUGH THE RECIPIENT'S LOCAL AGENCY:** Recipient may directly contact the Local Agency, in which case it shall provide the Local Agency with the information in paragraph B of this Section (Section III). The Local Agency shall then contact other parties on behalf of Recipient to coordinate the provision of mutual aid and assistance. Recipient shall be responsible for the costs and expenses incurred by any Provider in providing aid and assistance pursuant to Section VII of this Agreement.

(ii) **REQUESTS MADE DIRECTLY TO PROVIDER:** Recipient may directly contact Provider's authorized representative, setting forth the information in paragraph B of this Section (Section III). All communications shall be conducted directly between Recipient and Provider. Recipient shall be responsible for the costs and expenses incurred by any Provider in providing aid and assistance pursuant to the provisions of this Agreement as noted in Section VII of this Agreement. Provider and Recipient shall be responsible for keeping Local Agencies advised of the status of response activities, in a timely manner.

(iii) **RECORD OF REQUESTS TO BE PROVIDED:** A record of the request for assistance shall be provided by the Recipient to the Director of the Division of Emergency Management in the

NC Department of Public Safety, in a timely manner.

B. REQUIRED INFORMATION: Each request for assistance shall include the following information, in writing or by any other available means, to the extent known:

1. *Stricken Area and Status:* A general description summarizing the condition of the community or emergency area (i.e., whether the emergency and/or disaster declaration is imminent, in progress, or has already occurred) and of the damage sustained to date;

2. *Services:* Identification of the service function(s) for which assistance is needed and the particular type of assistance needed;

3. *Infrastructure Systems:* Identification of the type(s) of public infrastructure system for which assistance is needed (water and sewer, storm water systems, streets) and the type of work assistance needed;

4. *Aid and Assistance:* The amount and type of personnel, equipment, materials, and supplies needed and a reasonable estimate of the length of time they will be needed;

5. *Provider's Traveling Employee Needs*--Unless otherwise specified by Recipient, it is mutually understood that Recipient will provide for the basic needs of Provider's traveling employees. Recipient shall pay for all reasonable out-of-pocket costs and expenses of Provider's traveling employees, including, without limitation, transportation expenses for travel to and from the stricken area. Further, Recipient shall house and feed Provider's traveling employees at its (Recipient's) sole cost and expense. If Recipient cannot provide such food and/or housing at the emergency area, Recipient shall specify in its request for assistance that the Provider's traveling employees be self-sufficient.

6. *Facilities:* The need for sites, structures, or buildings outside Recipient's geographical limits to serve as relief centers or staging areas for incoming emergency goods and services; and

7. *Meeting Time and Place:* An estimated time and a specific place for a representative of Recipient to meet the personnel and resources of any Provider.

C. STATE AND FEDERAL ASSISTANCE: Recipient shall be responsible for coordinating requests for state or federal assistance with its (Recipient's) Local Agency.

Section IV. PROVIDER'S ASSESSMENT OF AVAILABILITY OF RESOURCES AND ABILITY TO RENDER ASSISTANCE

When contacted by the Recipient/Local Agency, Provider's authorized representative shall assess Provider's own local situation in order to determine available personnel, equipment, and other resources. If Provider's authorized representative determines that Provider has available resources, Provider's authorized representative shall so notify the Recipient/Local Agency (whichever communicated the request). Provider shall complete a written acknowledgment, whether on the request form received from Recipient or on another form, regarding the

assistance to be rendered (or a rejection of the request) and shall transmit it by the most efficient practical means to the Recipient/Local Agency for a final response. Provider's acknowledgment shall contain the following information:

1. In response to the items contained in the request, a description of the personnel, equipment, and other resources available;
2. The projected length of time such personnel, equipment, and other resources will be available to serve Recipient, particularly if the period is projected to be shorter than one week (as provided in the "Length of Time for Aid and Assistance" section [Section VI] of this Agreement.)
3. The estimated time when the assistance provided will arrive at the location designated by the Authorized Representative of the Requesting Party; and
4. The name of the person(s) to be designated as Provider's supervisor (pursuant to the "Supervision and Control" section [Section V] of this Agreement.)

Where a request has been submitted to the Local Agency, the Local Agency shall notify Recipient's authorized representative and forward the information from Provider. The Recipient/Local Agency shall respond to Provider's written acknowledgment by signing and returning a copy of the form to Provider by the most efficient practical means, maintaining a copy for its file.

Section V. SUPERVISION AND CONTROL

Provider shall designate one of its employees sent to render aid and assistance to Recipient as a supervisor. As soon as practicable, Recipient shall assign work tasks to Provider's supervisor, and unless specifically instructed otherwise, Recipient shall have the responsibility for coordinating communications between Provider's supervisor and Recipient. Recipient shall provide necessary credentials to Provider's personnel authorizing them to operate on behalf of Recipient.

Based upon such assignments from the Recipient, Provider's supervisor shall:

- (1) have the authority to assign work and establish work schedules for Provider's personnel. Further, supervisor shall retain direct supervision and control of Provider's personnel, equipment, and other resources. Provider should be prepared to furnish communications equipment sufficient to maintain communications among its respective operating units, and if this is not possible, Provider shall notify Recipient accordingly;
- (2) maintain daily personnel time records, material records, and a log of equipment hours;
- (3) report work progress to Recipient at mutually agreed upon intervals.

Section VI. LENGTH OF TIME FOR AID AND ASSISTANCE; RENEWABILITY; RECALL

Unless otherwise provided, the duration of Provider's assistance shall be for an initial period of

seven days, starting from the time of arrival. Thereafter, assistance may be extended in daily or weekly increments as the situation warrants, for a period agreed upon by the authorized representatives of Provider and Recipient.

As noted in Section II of this Agreement, Provider's personnel, equipment, and other resources shall remain subject to recall by Provider to provide for its own citizens if circumstances so warrant. Provider shall make a good faith effort to provide at least twenty-four (24) hours advance notification to Recipient of Provider's intent to terminate mission, unless such notice is not practicable, in which case as much notice as is reasonable under the circumstances shall be provided.

Section VII. REIMBURSEMENTS

Except as otherwise provided below, it is understood that Recipient shall pay to Provider all documented costs and expenses incurred by Provider as a result of extending aid and assistance to Recipient. The terms and conditions governing reimbursement for any assistance provided under this Agreement shall be in accordance with the following provisions, unless otherwise agreed in writing by Recipient and Provider. Recipient shall be ultimately responsible for reimbursement of all eligible expenses.

A. Personnel-- During the period of assistance, Provider shall continue to pay its employees according to its then prevailing ordinances, rules, and regulations. Recipient shall reimburse Provider for all direct and indirect payroll costs and expenses including travel expenses incurred during the period of assistance, including, but not limited to, employee retirement benefits as provided by Generally Accepted Accounting Principles (GAAP). However, as stated in Section IX of this Agreement, Recipient shall not be responsible for reimbursing any amounts paid or due as benefits to Provider's personnel under the terms of the North Carolina Workers' Compensation Act (Chapter 97 of the North Carolina General Statutes).

B. Equipment-- Recipient shall reimburse the Providers for the use of equipment during the period of assistance according to either a pre-established local or state hourly rate or according to the actual replacement, operation, and maintenance expenses incurred. For those instances in which costs are reimbursed by the Federal Emergency Management Agency (FEMA), the FEMA-eligible direct costs shall be determined in accordance with 44 C.F.R. 206.228. Provider shall pay for all repairs to its equipment as determined necessary by its on-site supervisor(s) to maintain such equipment in safe and operational condition. At the request of Provider, fuels, miscellaneous supplies, and minor repairs may be provided by Recipient, if practical. The total equipment charges to Recipient shall be reduced by the total value of the fuels, supplies, and repairs furnished by Recipient and by the amount of any insurance proceeds received by Provider.

C. Materials And Supplies—Recipient shall reimburse Provider for all materials and supplies furnished and that are used or damaged by Recipient during the period of assistance, except for the costs of equipment, fuel and maintenance materials, labor, and supplies, which shall be included in the equipment rate established in subsection B of this section (Section VII),

Recipient will not be responsible for costs where such damage is caused by gross negligence, willful and wanton misconduct, intentional misuse, or recklessness of Provider's personnel. Provider's personnel shall use reasonable care under the circumstances in the operation and control of all materials and supplies used during the period of assistance. The measure of reimbursement shall be determined in accordance with 44 C.F.R. 206.228. In the alternative, the parties may agree that Recipient will replace, with like kind and quality as determined by Provider, Provider's materials and supplies used or damaged in a reasonable time. If such an agreement is made, it shall be reduced to writing and transmitted to the North Carolina Division of Emergency Management.

D. Record Keeping-- Recipient and North Carolina Division of Emergency Management personnel shall provide information, directions, and assistance for record-keeping to Provider's personnel. Provider shall maintain records and submit invoices for reimbursement by Recipient or the North Carolina Division of Emergency Management using the format used or required by FEMA publications, including 44 C.F.R. part 13 and applicable Office of Management and Budget (OMB) Circulars.

E. Payment; Other Miscellaneous Matters as to Reimbursements-- The reimbursable costs and expenses with an itemized notice shall be forwarded as soon as practicable after the costs and expenses are incurred, but not later than sixty (60) days following the period of assistance, unless the deadline for identifying damage is extended in accordance with 44 C.F.R. part 206. Recipient shall pay the bill or advise of any disputed items, not later than sixty (60) days following the billing date. These time frames may be modified in writing signed by both parties by mutual agreement. This shall not preclude Provider or Recipient from assuming or donating, in whole or in part, the costs and expenses associated with any loss, damage, or use of personnel, equipment, and resources provided to Recipient.

Section VIII. RIGHTS AND PRIVILEGES OF PROVIDER'S EMPLOYEES

Pursuant to G.S. 166A-19.60 whenever Provider's employees are rendering aid and assistance pursuant to this Agreement, such employees shall retain the same powers, duties, immunities, and privileges they would ordinarily possess if performing their duties within the geographical limits of Provider.

Section IX. PROVIDER'S EMPLOYEES COVERED AT ALL TIMES BY PROVIDER'S WORKERS' COMPENSATION POLICY

Recipient shall not be responsible for reimbursing any amounts paid or due as benefits to Provider's employees under the terms of the North Carolina Workers' Compensation Act, Chapter 97 of the General Statutes, due to personal injury or death occurring during the period of time such employees are engaged in the rendering of aid and assistance under this Agreement. It is mutually understood that Recipient and Provider shall be responsible for payment of such workers' compensation benefits only to their own respective employees. Further, it is mutually understood that Provider will be entirely responsible for the payment of workers' compensation benefits to its own respective employees pursuant to G.S. 97-51.

Section X. IMMUNITY

Pursuant to G.S. 166A-19.60 all activities performed under this Agreement are hereby declared to be governmental functions. Neither the parties to this Agreement, nor, except in cases of willful misconduct, gross negligence, or bad faith, their personnel complying with or reasonably attempting to comply with this Agreement or any ordinance, order, rule, or regulation enacted or promulgated pursuant to the provisions of this Agreement shall be liable for the death of or injury to persons or for damage to property as a result of any such activity.

Section XI. PARTIES MUTUALLY AGREE TO HOLD EACH OTHER HARMLESS FROM LIABILITY

To the extent allowed by applicable law, each party (as indemnitor) agrees to protect, defend, indemnify, and hold the other party (as indemnitee), and its officers, employees and agents, free and harmless from and against any and all losses, penalties, damages, assessments, costs, charges, professional fees, and other expenses or liabilities of every kind and arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of indemnitor's negligent acts, errors and/or omissions. Indemnitor further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, etc. at indemnitor's sole expense and agrees to bear all other costs and expenses related thereto. To the extent that immunity does not apply, each party shall bear the risk of its own actions, as it does with its day-to-day operations, and determine for itself what kinds of insurance, and in what amounts, it should carry. Each party understands and agrees that any insurance protection obtained shall in no way limit the responsibility to indemnify, keep, and save harmless the other parties to this Agreement. Notwithstanding the foregoing, to the extent that each party does not purchase insurance, it shall not be deemed to have waived its governmental immunity by law.

Section XII. ROLE OF THE DIVISION OF EMERGENCY MANAGEMENT

Pursuant to GS 166A-19.12(19) and under this agreement, the responsibilities of the North Carolina Division of Emergency Management are: (1) to serve as the central depository for executed Agreements, to maintain a current listing of entities with their authorized representatives and contact information, and to provide this listing to each of the entities on an annual basis; (2) to coordinate the provision of mutual aid and assistance to a requesting party, pursuant to the provisions of this Agreement; (3) to keep a record of all requests for assistance and acknowledgments; (4) to report on the status of ongoing emergency or disaster-related mutual aid and assistance as appropriate; and (5) if the parties so designate, to serve as the eligible entity for requesting reimbursement of eligible costs from FEMA and provide information, directions, and assistance for record keeping pursuant thereto.

Section XIII. AMENDMENTS

Manner-- This Agreement may be modified at any time upon the mutual written consent of the Recipient and Provider.

Addition of Other Entities-- Additional entities may become parties to this Agreement upon: (1) acceptance and execution of this Agreement; and (2) sending an executed copy of the Agreement to the North Carolina Division of Emergency Management.

Section XIV. INITIAL DURATION OF AGREEMENT; RENEWAL; TERMINATION

This Agreement shall be binding for not less than one (1) year from its effective date, unless terminated upon at least sixty (60) days advance written notice by a party as set forth below. Thereafter, this Agreement shall continue to be binding upon the parties in subsequent years, unless canceled by written notification served personally or by registered mail upon the Director of North Carolina Division of Emergency Management, which shall provide copies to all other parties. The withdrawal shall not be effective until sixty (60) days after notice thereof has been sent by the Director of the North Carolina Division of Emergency Management to all other parties. A party's withdrawal from this Agreement shall not affect a party's reimbursement obligations or any other liability or obligation under the terms of this Agreement incurred prior to withdrawal hereunder. Once the withdrawal is effective, the withdrawing entity shall no longer be a party to this Agreement, but this Agreement shall continue to exist among the remaining parties.

Section XV. HEADINGS

The headings of various sections and subsections of this Agreement have been inserted for convenient reference only and shall not be construed as modifying, amending, or affecting in any way the express terms and provisions of this Agreement.

Section XVI. SEVERABILITY: EFFECT ON OTHER AGREEMENTS

Should any clause, sentence, provision, paragraph, or other part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement. Each of the parties declares that it would have entered into this Agreement irrespective of the fact that any one or more of this Agreement's clauses, sentences, provisions, paragraphs, or other parts have been so declared invalid. Accordingly, it is the intention of the parties that the remaining portions of this Agreement shall remain in full force and effect without regard to the clause(s), sentence(s), provision(s), paragraph(s), or other part(s) invalidated.

In the event that parties to this Agreement have entered into other mutual aid and assistance contracts, for example pursuant to Chapter 160A of the North Carolina General Statutes, those parties agree that to the extent a request for mutual assistance is made pursuant to this Agreement, those other mutual aid and assistance contracts are superseded by this Agreement.

Section XVII. EFFECTIVE DATE

This Agreement shall take effect upon its approval by the entity seeking to become a signatory to this Agreement and upon proper execution hereof.

IN WITNESS WHEREOF, each of the parties have caused this North Carolina Statewide Emergency Management Mutual Aid and Assistance Agreement to be duly executed in its name and behalf by its Chief Executive Officer, who has signed accordingly with seals affixed and attested with concurrence of a majority of its governing board, as of the date set forth in this Agreement.

EMERGENCY MANAGEMENT DIVISION
DEPARTMENT OF PUBLIC SAFETY

BY: _____ WITNESS: _____
Frank L. Perry, Secretary
Department of Public Safety
Date: _____

BY: _____ WITNESS: _____
Michael A. Sprayberry, Director
Emergency Management Division
Date: _____

BY: _____ WITNESS: _____
Chief Executive Officer – Local Government Unit
Printed Name and Title _____

Name of Unit: _____
Date: _____

APPROVED AS TO PROCEDURES:

BY: _____
Office of General Counsel
Department of Public Safety
Date: _____

N.C. STATEWIDE MUTUAL AID AND ASSISTANCE AGREEMENT

List of Authorized Representatives to Contact for Emergency Assistance

Name of Unit:

And Mailing Address:

Date: _____

=====

I. PRIMARY REPRESENTATIVE:

Name: _____

Title: _____

Day Phone: (____) _____ Night Phone: (____) _____

Fax: (__) _____ Cell Phone: (____) _____

=====

II. FIRST ALTERNATE REPRESENTATIVE:

Name: _____

Title: _____

Day Phone: (____) _____ Night Phone: (____) _____

Fax: (__) _____ Cell Phone: (____) _____

=====

III. SECOND ALTERNATE REPRESENTATIVE:

Name: _____

Title: _____

Day Phone: (____) _____ Night Phone: (____) _____

Fax: (__) _____ Cell Phone: (____) _____

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: J. Wayne Vest
DATE: July 19, 2016
SUBJECT: Sandhills Community College Funding
PRESENTER: Wayne Vest

REQUEST:

Request the Board consider approving a resolution to amend the annual funding formula for Sandhills Community College Current Expense allocation and allocation of reduction in debt service dollars based on the following considerations:

- The 6% annually budgeted property and sales tax estimation will not include revenue generated from Article 46 (1/4%) sales tax which will be used solely to pay for the Moore County Public Schools major capital building projects.
- The decline in debt service will be allocated based upon the current amount of annual debt service due through FY29 (Exhibit A attached) prior to the 2016 Bond Refunding Project.

BACKGROUND:

To simplify the annual funding of College Current Expense, a formula has been developed using a percentage of annually budgeted property and sales tax revenue anticipated by the County. This funding formula was in effect July 1, 2014.

The generic formula is as follows: 6% of the projected property tax + sales tax revenue (Article 39, 40, 42 and Old Article 44 (Medicaid hold harmless) as approved in the Moore County Budget Ordinance (i.e. 6% will not be calculated based upon the actual amount of taxes received) = the amount of funding SCC receives on a fiscal year basis.

IMPLEMENTATION PLAN:

FINANCIAL IMPACT STATEMENT:

- Annual funding allocation for College Current Expense will be calculated at 6% of budgeted County General Fund revenue of property and sales tax (Article 39, 40, 42 and Old Article 44 (Medicaid hold harmless)) excluding any Article 46 (1/4%) sales tax budgeted.
- The decline in debt service will be allocated based upon the current amount of annual debt service due through FY29 (Exhibit A attached) prior to the 2016 Bond Refunding Project.

RECOMMENDATION SUMMARY:

Request the Board approve the attached Resolution to amend the annual funding formula for Sandhills Community College as follows:

- Annual funding allocation for College Current Expense will be calculated at 6% of budgeted County General Fund revenue of property and sales tax excluding any revenue budgeted for Article 46 (1/4%) sales tax
- The decline in debt service will be allocated based upon the amount of current annual debt service due through FY29 (Exhibit A attached) prior to the 2016 Bond Refunding Project.

SUPPORTING ATTACHMENTS:

- Resolution to amend the annual funding and debt service reduction allocation for SCC

**AMENDED RESOLUTION FOR ANNUAL FUNDING FORMULA
FOR SANDHILLS COMMUNITY COLLEGE
Effective July 1, 2016**

WHEREAS, the Moore County Board of Commissioners desires to streamline the budgeting process with Sandhills Community College (SCC) to simplify and improve the efficiency of the budgeting process with a foundation paved with foreseeable expectations and reasonable predictability; and

WHEREAS, a funding formula has been developed which hopefully will remain at the core of the streamlining process for years to come across many Boards as an equitable solution for funding SCC; and

WHEREAS, the first step in the funding process was to determine the current expense allocation for SCC which fits within the revenue and expense needs and requirements for both entities including analyzing the allocation trends for current expenses for SCC resulting in a fluid figure that represents 6% of the County's total annually budgeted sales and property tax; and

WHEREAS, the annually budgeted sales tax estimation will include Article 39, 40, 42 and old Article 44 (Medicaid hold harmless) amounts and will not include any annually budgeted revenue generated from the Article 46 sales tax; and

WHEREAS, the proceeds generated from Article 46 (1/4%) Sales Tax will be used solely to pay for the Moore County Public School System's major capital building projects; and

WHEREAS, currently 6% of projected property tax and sales tax revenue for FY 2014-2015, as approved in the Moore County Budget Ordinance) equates to \$4,265,063.70 or \$14,940,827 (sales tax) + \$56,143,569 (property tax) = \$71,084,396 (total sales and property taxes) x 6% = \$4,265,064; and

WHEREAS, the generic formula is as follows: 6% of the projected property tax + sales tax revenue as approved in the Moore County Budget Ordinance (i.e. the 6% will not be calculated based upon the actual amount of taxes received) = the amount of funding SCC receives on a fiscal year basis; and

WHEREAS, \$4,265,064 will be the benchmark effective July 1, 2014 and moving forward; thereafter, if sales and property taxes decrease from \$71,084,396, SCC will continue to be funded at \$4,265,064. However, if sales and property taxes increase to an amount above \$71,084,396, SCC will receive 6% of the total amount; and

WHEREAS, the County has historically paid the debt service for SCC, and for FY 2013-2014 the amount paid in debt service alone was \$1,781,368; and

WHEREAS, for FY 2014-2015 it is projected that the County will pay SCC's debt service in the amount of \$1,733,404 which is a reduction in debt service of \$47,964 from the previous year; and

WHEREAS, part two in the funding formula will be determined by the amount of the reduction (if any) in debt service that will be allocated to two newly established capital reserve funds for SCC; one fund for future capital needs and one fund for debit service expenses for SCC. For example, the projected reduction in debt service from FY 2013-2014 to FY 2014-2015 of \$47,964 may be applied to future capital needs, such as the Dempsey Hall Student Center Expansion, or future debt service expenses for capital projects; and

WHEREAS, the debt service amount for FY 2013-2014 in the amount of \$1,781,368 will be the benchmark moving forward, effective July 1, 2014, to determine either the reduction or increase in debt service; and

WHEREAS, the decline in debt service will be allocated based upon the current amount of annual debt service due through FY29 (see Exhibit A attached) prior to the 2016 Bond Refunding Project; and

WHEREAS, in years where there is an increase in debt service from the benchmark number of \$1,781,368, \$0.00 money will be applied to the new capital reserve fund for SCC; and

WHEREAS, this resolution supersedes the resolution for the Annual Funding Formula adopted on June 17, 2014 and any other subsequent provisions up and to this date

NOW THEREFORE BE IT RESOLVED, effective July 1, 2016, that the Moore County Board of Commissioners approves these annual funding formulas as referenced above and authorizes its Chairman to execute this Resolution.

Adopted this 19th day of July, 2016.

Nick J. Picerno , Chairman
Moore County Board of Commissioners

Laura M. Williams
Clerk to the Board

EXHIBIT A

Debt Service Amounts by Fiscal Year (P&I)

	FY14	FY15	FY16	FY17	FY18	FY19	FY20	FY21	FY22	FY23	FY24	FY25	FY26	FY27	FY28	FY29
College Annual Debt Service	\$1,781,368	\$1,781,368	\$1,781,368	\$1,781,368	\$1,781,368	\$1,781,368	\$1,781,368	\$1,781,368	\$1,781,368	\$1,781,368	\$1,781,368	\$1,781,368	\$1,781,368	\$1,781,368	\$1,781,368	\$1,781,368
College Base Year (FY14) Debt Service	\$1,781,368	\$1,781,368	\$1,781,368	\$1,781,368	\$1,781,368	\$1,781,368	\$1,781,368	\$1,781,368	\$1,781,368	\$1,781,368	\$1,781,368	\$1,781,368	\$1,781,368	\$1,781,368	\$1,781,368	\$1,781,368
College Annual Debt Service Reduction	\$47,965	\$92,254	\$89,532	\$598,906	\$604,165	\$636,782	\$571,885	\$310,445	\$364,237	\$410,732	\$457,660	\$504,732	\$551,164	\$598,280	\$646,582	\$695,582
College Cumulative Debt Reduction	\$47,965	\$140,219	\$229,751	\$828,657	\$1,432,822	\$2,069,604	\$2,641,489	\$2,959,934	\$3,324,171	\$3,734,903	\$4,192,563	\$4,697,295	\$5,248,459	\$5,846,739	\$6,495,321	\$7,233,015
C.A.F.R. Allocation Estimate	\$233,015	\$233,015	\$233,015	\$233,015	\$233,015	\$233,015	\$233,015	\$233,015	\$233,015	\$233,015	\$233,015	\$233,015	\$233,015	\$233,015	\$233,015	\$233,015
TOTAL Estimated For GF Repayment	\$280,980	\$606,249	\$928,796	\$1,760,727	\$2,597,897	\$3,467,694	\$4,272,594	\$4,824,054	\$5,421,306	\$6,065,053	\$6,755,728	\$7,493,475	\$8,277,654	\$9,108,949	\$10,070,546	\$11,178,886

EXAMPLE USING ONLY DEBT SERVICE REDUCTION DOLLARS FOR REPAYMENT

Allocation/Balance From Prior Year	\$1,800,000	\$1,770,035	\$1,713,192	\$1,657,913	\$1,092,166	\$509,844
Annual Interest (estimated at 2.00%)	\$18,000	\$35,401	\$34,264	\$33,158	\$21,843	\$10,197
Balance Due	\$1,818,000	\$1,805,436	\$1,747,445	\$1,691,072	\$1,114,009	\$520,041
Payment Allocation (January each year)	\$47,965	\$92,254	\$89,532	\$598,906	\$604,165	\$636,782
Balance Remaining After Payment	\$1,770,035	\$1,713,182	\$1,657,913	\$1,092,166	\$509,844	-\$116,741

Note: FY15 Interest is calculated at 6 months

EXAMPLE USING BOTH DEBT SERVICE REDUCTION DOLLARS AND C.A.F.R. ALLOCATION DOLLARS FOR REPAYMENT

Allocation/Balance From Prior Year	\$1,800,000	\$1,537,020	\$1,242,491	\$944,794	\$131,769
Annual Interest (estimated at 2.00%)	\$18,000	\$30,740	\$24,850	\$18,896	\$2,635
Balance Due	\$1,818,000	\$1,567,760	\$1,267,341	\$963,690	\$134,404
Payment Allocation (January each year)	\$280,980	\$325,269	\$322,547	\$831,921	\$837,180
Balance Remaining After Payment	\$1,537,020	\$1,242,491	\$944,794	\$131,769	-\$702,776

Note: FY15 Interest is calculated at 6 months

08 Bond, Matures FY2028	
Schools	80%
College	20%
2009A Bond, Matures FY2029	
Schools	74.5763%
College	25.4237%
2009B Bond, Matures FY2018	
Schools	76%
College	24%
2012 Bond, Matures FY2017	
Schools	52.1739%
College	47.8261%

Agenda Item: Health & Sanitation Ordinance Update
Meeting Date: July 19, 2016

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: J. Wayne Vest *JWV*
DATE: July 19, 2016
SUBJECT: Chapter 8 Health and Sanitation; Article IV Solid Waste Ordinance
PRESENTER: J. Wayne Vest

AGENDA PLACEMENT:

REQUEST:

Request the Board to direct staff researching, reviewing, and recommending revisions to Moore County's Health and Sanitation Ordinance Chapter 8; specifically Article IV, Solid Waste.

BACKGROUND:

In trying to enforce the provisions of this article, staff has identified the need for more specification as to the enforcement agency as well as the need for more due process provisions which will allow for an initial contact, possibly without penalty, allow for a minimum/maximum timeframe for citizens to take corrective action, and allow for an appeal process.

IMPLEMENTATION PLAN:

Upon the Boards direction, staff will review the ordinance for suggested changes and bring the suggestions back to the Board for consideration and approval.

FINANCIAL IMPACT STATEMENT:

No direct financial impact

RECOMMENDATION SUMMARY:

Recommend the Board to direct staff to research, review, and recommend revisions to Moore County's Health and Sanitation Ordinance Chapter 8; specifically Article IV, Solid Waste.

SUPPORTING ATTACHMENTS:

Chapter 8, Article IV, Solid Waste

low-level radioactive waste board recommends that the permit be revoked, it shall so report to the board of commissioners in writing. Within ten days of the receipt of the recommendation, the county commissioners shall hold a public hearing after which they shall continue or revoke the permit. The board of commissioners may continue the permit upon finding that the facility operator has made a good faith effort to comply with the permit and to remedy violations, that reinstatement of the permit would not endanger the public health and welfare, and the facility operator has proposed a plan to remedy any other hazardous conditions on the facility site as expeditiously as possible.

(Ord. of 5-3-82, § 14(F))

Secs. 8-132—8-150. Reserved.

ARTICLE IV. SOLID WASTE*

DIVISION 1. GENERALLY

Sec. 8-151. Purpose.

The purpose of this article is to promote the public safety, health and welfare of the citizens of the county in the storage, collection, transportation and disposal of solid waste throughout the county, and in the use of solid waste container sites located throughout the county. These sites contain equipment which could prove injurious to the public and this article is designed to protect the public as well as the property of the county.

(Ord. of 10-5-87(1), Art. III; Ord. of 10-5-87(2), Art. III)

Sec. 8-152. Authority.

Under provisions pursuant to sections 153A-121, 153A-135, 153A-136 and 153A-292 of the general statutes, the county hereby exercises its authority to enact the regulations set out in this article.

(Ord. of 10-5-87(1), Art. IV; Ord. of 10-5-87(2), Art. IV)

Sec. 8-153. Scope.

The regulations set out in this article shall govern the storage, collection, transportation and disposal of solid waste in the county, and the use of solid waste container sites operated and maintained by the county solid waste department.

(Ord. of 10-5-87(1), Art. V; Ord. of 10-5-87(2), Art. V)

***State law references**—Solid waste management, G.S. 130-166.16 et seq.; local government solid waste responsibilities, G.S. 130A-309.09A; county may establish and operate solid waste collection and disposal facilities outside city corporate limits, G.S. 153A-292; location of garbage collection containers on highway rights-of-way, G.S. 136-18.3; authority to levy taxes to provide solid waste collection and disposal services, G.S. 153A-149(c)(312); solid waste management, 15A N.C. Admin. Code 13B.0101 et seq.

Sec. 8-154. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Garbage means all putrescible wastes, including animal and vegetable matter, animal offal and carcasses and recognizable industrial byproducts, but excluding sewage and human wastes.

Health director means the director of the county health department or his authorized representative.

Refuse means all nonputrescible wastes.

Solid waste means garbage, refuse, rubbish, trash and other discarded solid materials, including solid waste materials resulting from industrial, commercial and agricultural operations and from community activities, but does not include solids or dissolved materials in domestic sewage or other significant pollutants in water resources, such as silt, dissolved or suspended solids in industrial wastewater effluents, dissolved materials in irrigation return flows or other common water pollutants.

Solid waste collector means any person who collects or transports solid waste.

Solid waste container site means any site designated, operated and maintained by the county for the purpose of collecting solid waste.

Solid waste director or *director of solid waste* means the director of the county solid waste department or his authorized representative.

Solid waste disposal site means any place at which solid wastes are disposed of by incineration, sanitary landfill or any other authorized methods.

(Ord. of 10-5-87(1), Art. VI; Ord. of 10-5-87(2), Art. VI)

Cross reference—Definitions and rules of construction generally, § 1-2.

Sec. 8-155. Storage.

(a) No owner, occupant, tenant or lessee of any premises shall permit any garbage or other refuse to accumulate upon such premises that is not stored in a manner approved by the health director or the director of solid waste.

(b) Garbage shall be stored in a container of a type approved by the health director or director of solid waste. Every such container shall be constructed of metal, or equally durable material, in such a manner as to be strong, watertight, not easily corrodible, flyproof and rodentproof; shall have handles designed for lifting and shall have fly-tight covers which shall be kept in place at all times except when garbage or other refuse is being deposited in or removed from such container. The health director shall have the authority to approve the use of containers not meeting these specific standards when it can be shown that such containers meet applicable health standards. A sufficient number of containers shall be provided to hold at least one week's accumulation of garbage. Each garbage container shall be kept clean so that no odor or other nuisance will exist.

(c) Refuse shall be stored in such a manner that it will not provide harborage to rats nor cause a fire hazard.

(Ord. of 10-5-87(1), Art. VII)

Sec. 8-156. Collection.

The owner, occupant, tenant or lessee of any premises upon which garbage is stored shall remove, or cause to be removed, all garbage from such premises at least once a week. Solid waste collectors shall remove all solid waste from the premises, when they receive compensation for this service, at least once a week. The work shall be done in a clean and orderly manner, without causing damage to the container. Any solid waste that is spilled shall be cleaned up, and the premises left in a sanitary condition.

(Ord. of 10-5-87(1), Art. VIII)

Sec. 8-157. Transportation.

No solid waste collector shall transport solid waste in a conveyance which has not been approved in accordance with the provisions of this article. Vehicles or containers used for the collection and transportation of garbage or refuse containing garbage, shall be covered, leakproof, durable and of easily cleanable construction. These shall be cleaned as often as necessary to prevent a nuisance or insect breeding, and shall be maintained in good repair. Vehicles or containers used for the collection and transportation of any solid waste shall be loaded and moved in such a manner that the contents will not fall, leak or spill therefrom, and shall be covered in such a manner as to prevent blowing of material. If spillage should occur, the material shall be picked up immediately by the solid waste collector and returned to the vehicle or container and the area properly cleaned.

(Ord. of 10-5-87(1), Art. IX)

Sec. 8-158. Disposal.

No solid waste collector, or other person, shall dispose of solid waste, except by one of the following methods; provided that, this section shall not be construed to prevent any person from properly disposing of solid waste from his own residence on his own property in a safe and sanitary manner approved by the health director or director of solid waste:

- (1) Sanitary landfill which has been approved by the division of health services as meeting all the requirements of the division of health services Rules and Regulations Providing Standards for Solid Waste Disposal.
- (2) Solid waste container sites operated by the county which have been approved by the department of health services as meeting all the requirements of the department of health services.
- (3) Incinerator which meets all requirements of the local, state and federal air pollution standards.
- (4) By any other method including reclaiming or recycling processes which has been approved by the department of health services and the solid waste director.

(Ord. of 10-5-87(1), Art. X)

Sec. 8-159. Reserved.

Editor's note—At the request of the county, § 8-159, which pertained to use of container sites, has been deleted. Said provisions derived from Ord. of Oct. 5, 1987(2), Art. VII, §§ 1—6. See the Code Comparative Table.

Sec. 8-160. Collector permits—Required; exemptions.

No person shall for profit collect, transport or dispose of solid waste without a written permit from the county health department; provided that, this section shall not apply to any person disposing of solid waste from his own residence or business, unless he hires a person to do so. The health director shall issue such permit only when, upon inspection by appropriate personnel including those stated in section 8-162, that the facilities, equipment and proposed operating methods of the applicant are in compliance with the requirements of these regulations.

(Ord. of 10-5-87(1), Art. XI)

Sec. 8-161. Same—Revocation.

(a) Whenever upon the inspection of facilities, equipment or operating methods of any person holding a permit to collect, transport or dispose of solid waste, the health director, solid waste director or other enforcement officer finds that conditions or practices exist which are in violation of the provisions of these regulations, the health director shall give notice in writing to such person that unless such conditions or practices are corrected within ten days, the permit will be revoked. At the end of such ten-day period, the health director shall make a reinspection, and if he finds that such conditions or practices have not been corrected, he shall give notice in writing to such person that his permit has been revoked. Upon the receipt of this notice, such person shall immediately cease to collect, transport or dispose of solid waste. No such permit shall be reinstated by the health director until he finds, upon inspection that all provisions of these regulations have been complied with, except that following a hearing, as hereinafter provided, such permit may be reinstated by order of the board of commissioners.

(b) Upon written petition from a person whose permit to collect, transport or dispose of solid waste has been denied or revoked, the board of commissioners shall hold a hearing at which time such person shall be given an opportunity to show that his permit should not have been denied or revoked. No such hearing shall be held unless written petition therefore shall have been filed in the office of the health director on or before the tenth day following the day on which such permit was denied or revoked. The health director shall convey the request for a hearing to the chairman of the board of commissioners as soon as practicable. Such hearing shall be held within 30 days following the receipt of such petition by the chairman. After such hearing, the board of commissioners may either approve the denial or revocation of such permit or order that it be issued or reinstated, depending upon its findings as to whether or not these regulations have been complied with.

(Ord. of 10-5-87(1), Art. XII)

Sec. 8-162. Enforcement.

The rules and regulations prescribed in this article shall be enforced by the appropriate county agencies having duties and responsibilities in the areas of health, solid waste disposal and law enforcement. The agencies with enforcement powers shall include, but not be limited to, the county health department, county solid waste department and the county sheriff's department.
(Ord. of 10-5-87(1), Art. XIII)

Sec. 8-163. Penalties.

Any person who violates the rules and regulations set forth in this article shall be guilty of a misdemeanor and shall be subject to a fine of not more than \$50.00 or imprisonment of not more than 30 days, as specified by section 14-4 of the general statutes.
(Ord. of 10-5-87(1), Art. XIV; Ord. of 10-5-87(2), Art. VIII)

Secs. 8-164—8-170. Reserved.

DIVISION 2. SOLID WASTE CONTAINER REGULATIONS

*Subdivision I. In General***Sec. 8-171. Title.**

This division shall be known and may be cited as the Solid Waste Container Ordinance of Moore County, North Carolina.
(Ord. of 10-5-89, Art. I)

Sec. 8-172. Preamble.

Whereas, the Moore County Board of Commissioners is authorized by the General Statutes of the State of North Carolina to enact an ordinance regulating solid waste collection, storage and transportation within Moore County, Now, therefore, be it ordained that the following regulations shall apply to Moore County, North Carolina.
(Ord. of 10-5-89, Art. II)

Sec. 8-173. Purpose.

The purpose of this division is to promote the public safety, health and welfare of the citizens of Moore County in the use of solid waste container sites located throughout the county. These sites contain equipment which could prove injurious to the public and this division is designed to protect the public as well as the property of Moore County.
(Ord. of 10-5-89, Art. III)

Meeting

MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: J. Wayne Vest, County Manager

DATE: July 19, 2016

SUBJECT: Article 46 Sales Tax/Potential Voter Referendum

PRESENTER: J. Wayne Vest, County Manager

REQUEST:

To consider making a motion to:

- Direct the Moore County Board of Elections to move forward to conduct an Advisory Referendum on the on the question of whether to levy a local sales and use tax in Moore County. The election shall be held in accordance with the procedures of G.S. 163-287.
- To approve the Advisory Referendum and direct the Moore County Board of Elections to conduct this Advisory Referendum on the Tuesday, November 8, 2016 Ballot.
- To specify the proceeds to be deposited in the General Fund of the County and be used to pay for the Moore County Public School System major capital building projects.

BACKGROUND:

- The proposed local sales and use tax is covered under Article 46 of Chapter 105 of North Carolina General Statutes, referred to as Article 46.
- Article 46 is a One Quarter Cent (¼ of 1%) point of sale, sales tax.
- Article 46 tax requires voter approval
- Article 46 allows an additional ¼ of 1% local sales and use tax on transactions subject to the general state rate of sales and use tax pursuant to G.S. 105-164.4.
- Article 46 will be distributed based upon point of sale to the counties that enact this Article.
- Article 46 revenue will not be shared with municipalities within these counties.
- As of October 2014, 27 NC counties are authorized to levy the additional ¼ of 1% Article 46 tax.
- A voter referendum was held on March 15, 2016 and did not pass.

FINANCIAL IMPACT:

If approved, there will be an estimated \$2.2 million dollars in additional revenues to the General Fund annually to be used to pay for the Moore County Public School System major capital building projects.

IMPLEMENTATION PLAN:

- Upon direction from the Board of Commissioners, the Article 46 initiative will be added to the November 8, 2016 ballot.
- If approved by Moore County voters, collections would begin on April 1, 2017 with the 4th quarter of the FY16/17 Moore County budget year.

- The election shall be held in accordance with procedures of G.S. 163-287. The Ballot Question - The form of the question to be presented on a ballot for a special election concerning the levy of the tax authorized for this Article shall be:

“ FOR AGAINST”

Local sales and use tax at the rate of one-quarter percent (0.25%) in addition to all other State and local sales and use taxes.

- The potential uses and allocations of funds generated by the Article 46 sales and use tax will be used only for financing and constructing public schools. “A county shall use funds to supplement and not to supplant or replace existing funds or other resources for public school construction.” (G.S. 105-538b)
- An initiative to inform and educate voters will begin immediately if the Board of Commissioners approve adding Article 46 sales and use tax to the November 8th Ballot.

RECOMMENDATION SUMMARY:

To consider making a motion to:

1. To direct the Moore County Board of Elections to move forward to conduct an Advisory Referendum on the question of whether to levy a local sales and use tax in Moore County.
2. To adopt a resolution calling for a special Advisory Referendum concerning the levy of a one-quarter cent (1/4 cent) County Sales and Use Tax and direct the Moore County Board of Elections to conduct the special Advisory Referendum on the Tuesday, November 8, 2016 Ballot.
3. To specify the proceeds from the ¼ cent sales tax be deposited in the General Fund of Moore County and used to pay for the Moore County School System major capital building projects.

ATTACHMENTS:

PowerPoint Presentation October 20, 2015

Resolution

**RESOLUTION CALLING A SPECIAL ADVISORY REFERENDUM CONCERNING THE LEVY OF A ONE-
QUARTER CENT (1/4 cent) COUNTY SALES AND USE TAX AND SPECIFYING THE PROCEEDS
FROM THE ONE-QUARTER CENT (1/4 cent) COUNTY SALES AND USE TAX IF PASSED IN THE
SPECIAL ADVISORY REFERENDUM TO BE VOTED ON NOVEMBER 8, 2016**

WHEREAS, the General Assembly has enacted the “One-Quarter Cent (1/4 of 1 cent) County Sales and use Tax Act,” Article 46 of Chapter 105 of the North Carolina General Statutes, which authorizes counties to levy a local sales and use tax; and

WHEREAS, in order to levy the local sales and use tax, the County of Moore must conduct an Advisory Referendum in accordance with the provisions of North Carolina General Statutes Section 163-287; and

WHEREAS, on July 19, 2016 the Moore County Board of Commissioners, by Resolution, called a special Advisory Referendum to be held, between the normal time the polls are open, on Tuesday, November 8, 2016; and

WHEREAS, the revenue from the potential Sales and Use Tax will generate an estimated \$2,200,000 per year to the General Fund; and

WHEREAS, if supported, the proceeds from the local Sales and Use Tax, if supported by the Advisory Referendum on Tuesday, November 8, 2016, will be collected according to Article 46 of Chapter 105 of the North Carolina General Statutes, deposited in the General Fund of Moore County, and used to pay for the Moore County Public School System’s major capital building projects.

WHEREAS, Accordingly, SCC (Sandhills Community College) will not receive any additional allocation of funds in the annual funding formula if the Advisory Referendum for the additional one-quarter percent (1/4%) Article 46 of Chapter 105 Sales and Use Tax collected is supported by the voters on November 8, 2016.

NOW THEREFORE BE IT RESOLVED by the Moore County Board of Commissioners for the County of Moore:

Section 1. In accordance with the North Carolina General Statutes, a special advisory referendum is hereby called to be held between the normal time the polls are open, on Tuesday, November 8, 2016, at which there shall be submitted to the qualified voters of the County of Moore the question set forth in Section 3 of this Resolution.

Section 2. The Moore County Board of Elections shall conduct said Referendum.

October 20, 2015
Regular Board of Commissioners
Meeting

Agenda Item:
Article 46 Sales and Use Tax/Potential Voter Referendum

October 20, 2015
Regular Board of Commissioners
Meeting

Request:

To consider making a motion to direct the County Board of Elections to conduct an advisory referendum on the question of whether to levy a local sales and use tax in Moore County. The election shall be held in accordance with the procedures of G.S. 163-287.

Funding Opportunities

With a number of capital projects on the horizon, opportunities to increase revenue and allow for funding of capital needs while, at the same time, maintaining or reducing property tax were explored

PROJECTS RELATED TO:

- Schools
-Capital Project List
- County
-Courts, Parks & Recreation, County General
- Public Safety/Emergency Management
-Advanced Life Support Projects

Article 46, One-Quarter Cent ($\frac{1}{4}$ cent) Local Sales and Use Tax was identified as a potential opportunity

Fiscal Year 2016 Budget

KEY POINTS REGARDING EACH FUND

Fund 100: General Fund

General Fund Revenues	
Source	FY16 Budget
Property Tax	\$55,023,789
Sales Tax (\$14.7m for article 39, 40, 42)	\$15,700,000
Other Taxes	\$652,000
Interest	\$145,000
Departmental Fees	\$7,446,433
Grants	\$10,819,086
Transfers In	<u>\$10,000</u>
Total Revenues - GF	\$89,796,308

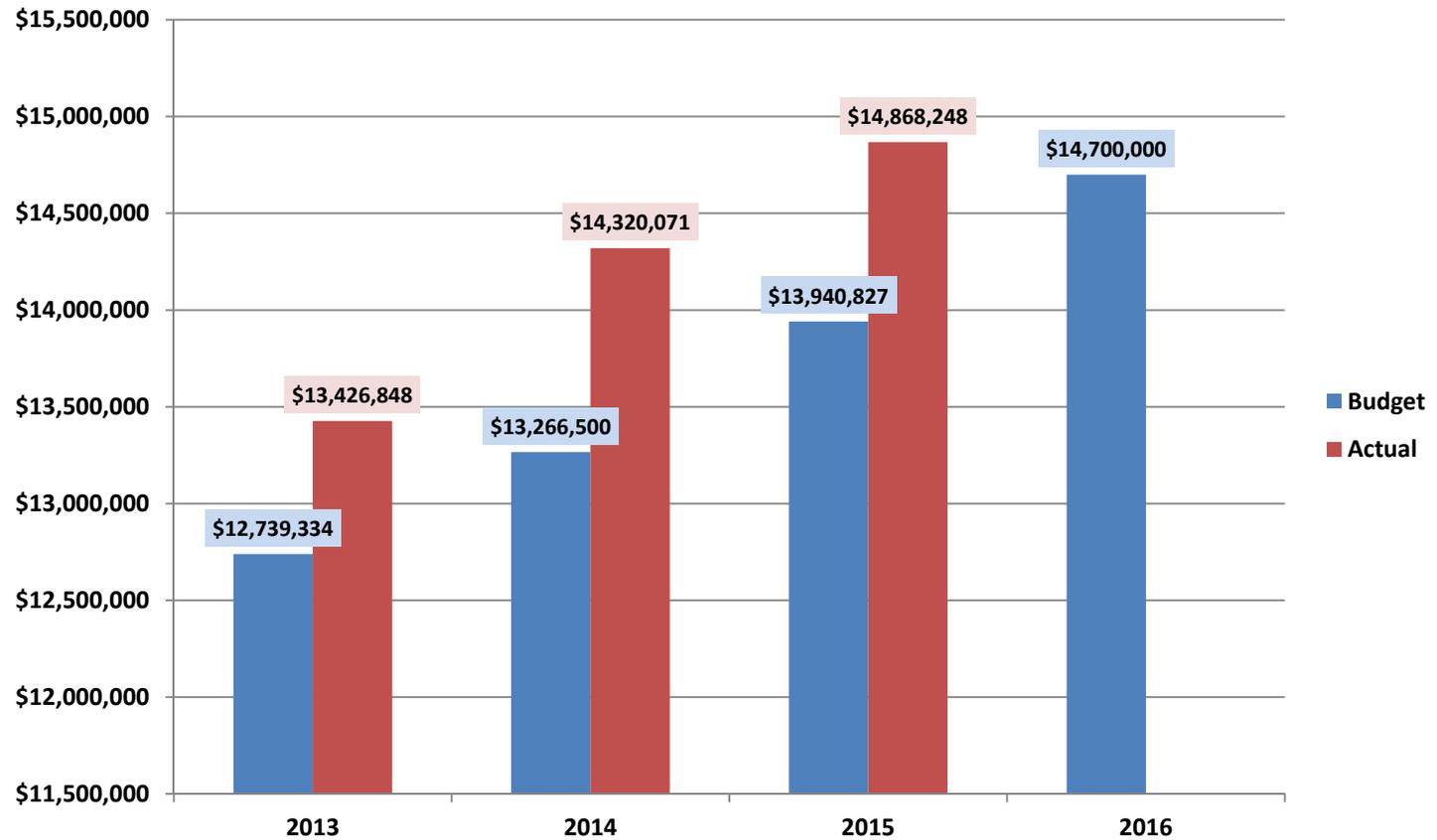
Fiscal Year 2016 Budget

KEY POINTS REGARDING EACH FUND

Fund 200: Advance Life Support: EMS

ALS Fund Revenues	
Source	FY16 Budget
Property Tax	\$2,349,115
Property Taxes (Prior years)	\$20,000
Fees and Other Revenue	\$3,230,000
Appropriated Fund Balance	<u>\$833,355</u>
Total Revenues	\$6,432,470

Sales Tax (Article 39, 40 & 42)



October 20, 2015

Regular Board of Commissioners

Meeting

Background:

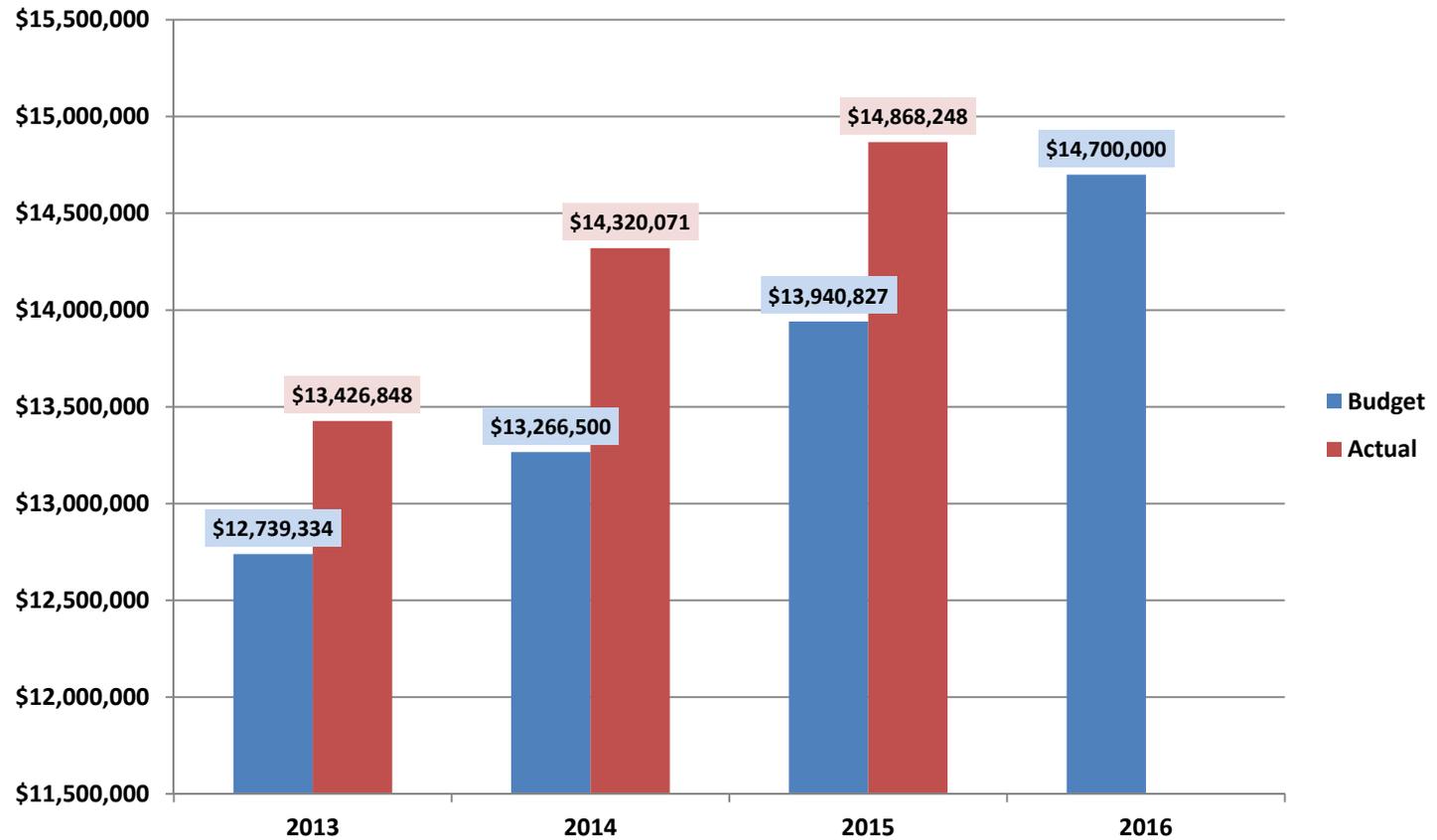
- The proposed local sales and use tax is covered under Article 46 of Chapter 105 of North Carolina General Statutes, referred to as Article 46.
- Is a One Quarter Cent ($\frac{1}{4}$ cent) point of sale, sales tax.
- Requires voter approval
- Allows an additional .25% local sales and use tax on transactions subject to the general state rate of sales and use tax pursuant to G.S. 105-164.4
- Will be distributed based upon point of sale to the counties that enact this Article.
- Revenue is not shared with municipalities within these counties
- As of October 2014, 27 NC counties are authorized to levy the additional .25% Article 46 tax

October 20, 2015
Regular Board of Commissioners
Meeting

Financial Impact:

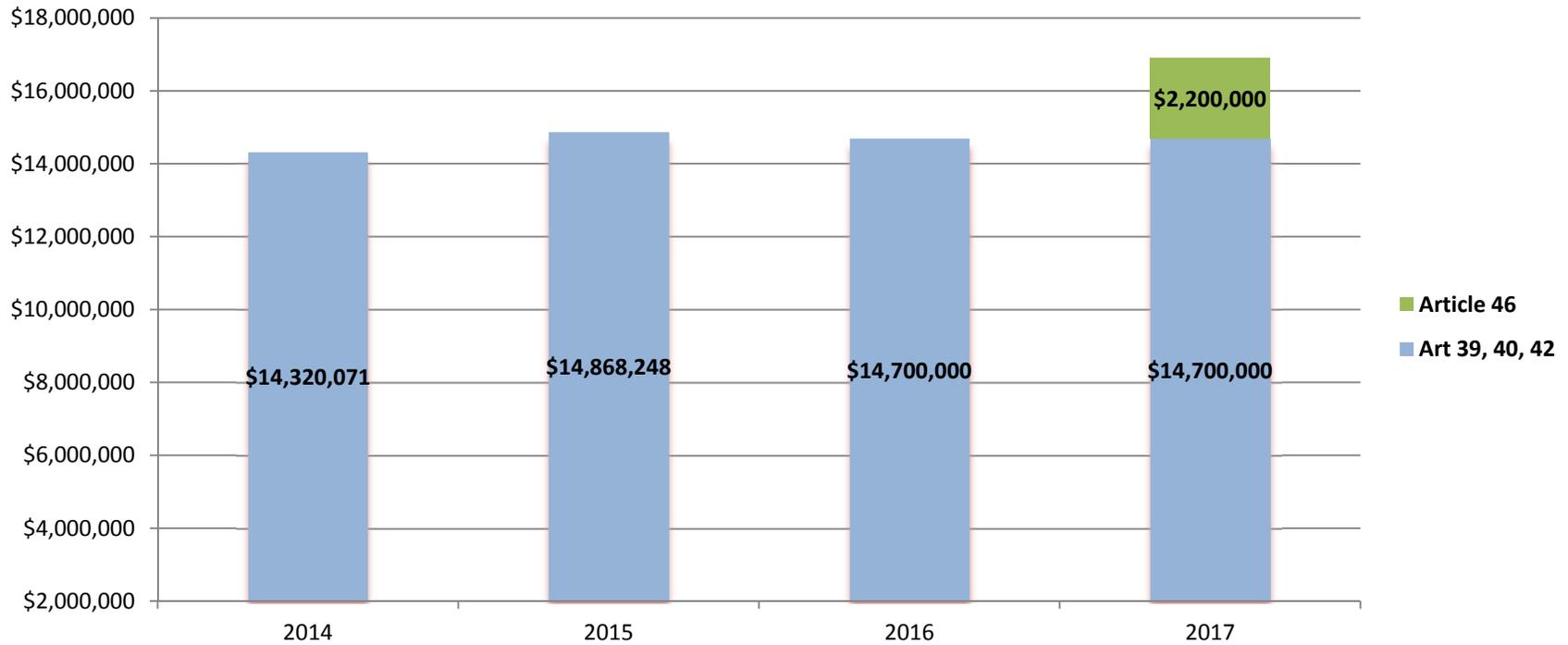
If approved by voters, there will be an estimated \$2.2 million dollars in additional revenues to the General Fund annually

Sales Tax (Article 39, 40 & 42)



Sales Tax including Article 46 in FY17

(FY14 & FY15 Actuals, FY16 & FY17 Budget)



October 20, 2015

Regular Board of Commissioners

Meeting

Implementation Plan:

- Upon direction from the Board of Commissioners, the Article 46 initiative will be added to the March 15, 2016 ballot.
- If approved by Moore County voters, collections would begin on July 1, 2016 with the beginning of the FY16/17 Moore County budget year.

October 20, 2015

Regular Board of Commissioners Meeting

Implementation Plan: Important Dates

- 10/20/2015: BOC considers adding measure to March 15, 2016 ballot
- 11/17/2015: BOC considers adopting resolution supporting Article 46 and potentially determines how funds will be allocated
- 03/15/2016: Voters cast vote For or Against
- 03/22/2016: Election results certified
- 03/23/2016 to 03/31/2016: BOC must provide 10 days public notice of intent to adopt a resolution to levy the tax, BOC must adopt resolution to levy the tax, BOC must send certified copy of resolution along with certified copy of election results to Secretary of Department of Revenue
- 03/31/2016: Last day to send letter to Secretary of Revenue notice of intent to levy the ¼ cent tax
- 07/01/2016 : First day Article 46 becomes effective

October 20, 2015

Regular Board of Commissioners

Meeting

Implementation Plan: Continued

The election shall be held in accordance with procedures of G.S. 163-287. The Ballot Question - The form of the question to be presented on a ballot for a special election concerning the levy of the tax authorized for this Article shall be:

“ FOR

AGAINST

Local sales and use tax at the rate of one-quarter percent (0.25%) in addition to all other State and local sales and use taxes.”

October 20, 2015

Regular Board of Commissioners Meeting

Implementation Plan: Continued

- The potential uses and allocations of funds generated by the Article 46 sales and use tax will be an agenda item as directed by the Board of Commissioners
- An initiative to inform and educate voters will begin immediately if the Board of Commissioners approve adding Article 46 sales and use tax to the March 16, 2015 Ballot

Facts on Local Option Sales Tax

- All counties must contact their local Board of Elections and the State Board of Elections in order to have the advisory referendum included on the ballot during a regularly scheduled election. An advisory referendum may be held only on the same date as a county or statewide general election, the primary election in even-numbered years, or in any other election during which all precincts in a county are open.
- A Board of County Commissioners is not obligated to levy the tax even if the majority of those voting in a referendum vote in support of a levy.
- A County may not stipulate the use of the money on the ballot. A County Board of Commissioners may adopt a resolution that stipulates how they plan to use the revenues.

Facts on Local Option Sales Tax (continued)

- Legislation specifies how the question must be presented on the ballot:

Ballot Question. – The form of the question to be presented on a ballot for a special election concerning the levy of the tax authorized by this Article shall be:

FOR

AGAINST

Local sales and use tax at the rate of one-quarter percent (0.25%) in addition to all other State and local sales and use taxes.'

- The sales tax may become effective on the first day of any calendar quarter so long as the county gives the Secretary of Revenue at least 90 days' advance notice. For example, if a referendum is held in November during the general election and passes, the earliest a county could begin collecting the revenue would be April 1 of the following year, provided it adopts a resolution levying the tax and forwards it to the Department of Revenue prior to December 31.

Facts on Local Option Sales Tax (continued)

- If the Board of Commissioners wishes to levy the tax, it must provide 10 days public notice of its intent to adopt a resolution to levy the tax. After it adopts the resolution, it must send a certified copy of the resolution along with a certified copy of the election results of the referendum to Lyons Gray, Secretary of the Department of Revenue, P.O. Box 25000, Raleigh, NC 27640. (A model resolution has been prepared by the NCACC.).
- The sales tax is not restricted or earmarked and can therefore be used for any allowed use by counties.
- There are no restrictions on resubmitting the sales tax option to the voters again after an unsuccessful referendum.

Facts on Local Option Sales Tax (concluded)

- Similar to an election for a general obligation bond, a county may spend money to educate the public on issues related to the sales tax referendum. However, a county may not spend money advocating for or against the sales tax.
- The Board of Commissioners may approve resolutions in support of the passage of a referendum for the sales tax. A County Commissioner may publicly endorse and support the sales tax. A County may not reimburse any expenses incurred by an elected official while the official is advocating either for or against the tax measure.
- The local-option sales tax does not apply to unprepared food (i.e. groceries) or gas purchases. There is no local sales tax on gas purchases.

October 20, 2015

Regular Board of Commissioners

Meeting

Recommendation Summary:

To consider making a motion to direct the County Board of Elections to conduct an advisory referendum on the question of whether to levy a local sales and use tax in Moore County. The election shall be held in accordance with the procedures of G.S. 163-287.

Meeting

Agenda Item: IX.A.
Date: 07/19/2016

MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Laura M. Williams, Clerk

DATE: 07/12/2016

SUBJECT: Appointments / Town of Carthage Planning Board ETJ Members

REQUEST:

Reappoint two extraterritorial jurisdiction (ETJ) members to the Town of Carthage Planning Board.

BACKGROUND:

At a regular meeting on June 20, 2016, the Town of Carthage Board of Commissioners voted to reappoint Max Muse and Bob Hunt as ETJ members of the Town's Planning Board. The Town Board has made request for the County Commissioners to make these appointments.

IMPLEMENTATION PLAN:

Clerk will make notification of appointments.

RECOMMENDATION SUMMARY:

Make a motion to reappoint Max Muse and Bob Hunt as ETJ members of the Town of Carthage Planning Board for terms expiring June 30, 2019.

Meeting

Agenda Item: IX.B.
Date: 07/19/2016

MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Laura M. Williams, Clerk

DATE: 07/12/2016

SUBJECT: Appointments / NCACC Annual Conference Voting Delegate

REQUEST:

Appoint voting delegate to the annual conference of the NC Association of County Commissioners.

BACKGROUND:

The NCACC annual conference will be held in Winston-Salem August 11-14. During the business session on Saturday, August 13, scheduled from 2:15-4:45 p.m., each county will be entitled to one vote on items that come before the membership. Counties are requested to designate one voting delegate prior to the annual conference.

IMPLEMENTATION PLAN:

Clerk will submit required information to the NCACC.

RECOMMENDATION SUMMARY:

Make a motion to appoint a voting delegate to the NCACC annual conference to be held August 11-14, 2016.

Meeting

Agenda Item: IX.C.
Date: 7/19/2016

MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Laura M. Williams, Clerk

DATE: 6/29/2016

SUBJECT: Appointments / Board of Health

REQUEST:

Appoint member to the Board of Health.

BACKGROUND:

The current term of service for at-large Board of Health member Betty Goodridge expires this month. Ms. Goodridge would like to continue service for another term.

IMPLEMENTATION PLAN:

Clerk will make notification of appointment and update record.

RECOMMENDATION SUMMARY:

Make a motion to reappoint Betty Goodridge to the Board of Health for a three-year term expiring July 31, 2019.

Meeting

Agenda Item: IX.D.
Date: 7/19/2016

MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Laura M. Williams, Clerk

DATE: 6/29/2016

SUBJECT: Appointments / Voluntary Agricultural District Board

REQUEST:

Reappoint five members to the Voluntary Agricultural District Board.

BACKGROUND:

The terms for the following members of the VAD expire July 31, 2016: Sandy Stewart, Matt Wimberly, Tony Chriscoe, Tim Priest, Harry Huberth. Each is recommended for reappointment to an additional three-year term.

IMPLEMENTATION PLAN:

Clerk will make notification of appointments and update record.

RECOMMENDATION SUMMARY:

Make a motion to reappoint Sandy Stewart, Matt Wimberly, Tony Chriscoe, Tim Priest, and Harry Huberth to the Voluntary Agricultural District Board for three-year terms expiring July 31, 2019.