



**MOORE COUNTY BOARD OF COMMISSIONERS**

**TUESDAY, AUGUST 4, 2020**

**REGULAR MEETING, 10:30 AM**

**CALL TO ORDER**

**INVOCATION** – *Rev. Archie Stevens, Priest Hill Presbyterian Church*

**PLEDGE OF ALLEGIANCE** – *Rachel Patterson, GIS Manager*

**I. PUBLIC COMMENT PERIOD**

**II. ADDITIONAL AGENDA**

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

**III. 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: July 21, 2020 Regular Meeting and Closed Session
- B. Budget Amendment
- C. 2020 Urgent Repair Program and Associated Documents
- D. Resolution Authorizing Upset Bid Process for LRK # 00023101
- E. DSS Contract with ASAP Transportation Services, LLC
- F. FY21 School Nurse Funding Initiative Contract with Moore County Schools
- G. Rate Increase to FY20 Home and Community Care Block Grant Service Home Delivered Meals
- H. AIA Document G802 – 2017 Addendum – Clark Patterson Lee Architects

**IV. RECOGNITIONS**

- A. Gurney Lee Williams 107<sup>th</sup> Birthday (*Commissioners*)

**V. PRESENTATIONS**

- A. Health Department – COVID-19 Update (*Robert Wittmann, Health Director*)

**VI. PUBLIC HEARINGS**

- A. Call to Public Hearing/GIS – Request for Amendment to the Moore County Road Name and Addressing Ordinance (*Rachel Patterson, GIS Manager*)

- B. Call to Public Hearing/Planning – Request for General Use Rezoning: Highway Commercial (B-2) to Residential and Agricultural – 40 (RA-40) (*Debra Ensminger, Planning/Transportation Director*)
- C. Call to Public Hearing/Planning – Request for General Use Rezoning: Highway Commercial (B-2) to Residential and Agricultural – 20 (RA-20) (*Debra Ensminger, Planning/Transportation Director*)
- D. Call to Public Hearing/Planning – Request for General Use Rezoning: Residential and Agricultural – 20 (RA-20) to Highway Commercial (B-2) (*Debra Ensminger, Planning/Transportation Director*)

**VII. OLD BUSINESS**

**VIII. NEW BUSINESS**

- A. Partners in Progress – Request for Approvals Regarding Project Aerodome (*Pat Corso or Melanie Thompson*)
- B. Public Works – Request for Approval of Water Purchase Agreement with Town of Aberdeen (*Randy Gould, Public Works Director*)

**IX. APPOINTMENTS**

- A. Board of Health
- B. Juvenile Crime Prevention Council
- C. Planning Board

**X. ADDITIONAL AGENDA**

**XI. MANAGER’S REPORT**

**XII. COMMISSIONERS’ COMMENTS**

**XIII. CLOSED SESSION – pursuant to N.C.G.S. 143-318.11(a)(3) and (a)(4)**

**ADJOURNMENT**

**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. 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 5<sup>th</sup> day of March 2007 by a 5 to 0 vote of the Moore County Board of Commissioners.*

*Revised on the 7<sup>th</sup> day of April 2015.*

*Revised on the 7<sup>th</sup> day of February 2017.*



**MOORE COUNTY BOARD OF COMMISSIONERS**

**TUESDAY, JULY 21, 2020**

**REGULAR MEETING, 5:30 PM**

---

The Moore County Board of Commissioners convened for a regular meeting at 5:30pm, Tuesday, July 21, 2020 in the Commissioners Meeting Room of the Historic Courthouse, Carthage, North Carolina.

**Commissioners Present:**

Chairman Frank Quis, Vice Chairman Louis Gregory, Catherine Graham, Jerry Daeke, Otis Ritter

\*\*\*\*\*

Chairman Quis called the meeting to order at 5:30pm and welcomed everyone. County Manager Wayne Vest provided the invocation and Tax Administrator Gary Briggs led the Pledge of Allegiance.

**PUBLIC COMMENT PERIOD**

The following offered public comment: John Misiaszek, Vincent Gordon, Fenton Wilkinson, Tom Daniel, Angela Zumwalt, Chuck Laudenslager, and Lynn Goldhammer.

Chairman Quis asked if any commissioner had a conflict of interest concerning agenda items the Board would address in the meeting and there was none.

**CONSENT AGENDA**

Upon motion made by Commissioner Ritter, seconded by Commissioner Gregory, the Board voted 5-0 to approve the following consent agenda items:

- Minutes: June 16, 2020 Regular Meeting and Closed Session
- Minutes: June 23, 2020 Special Meeting and Closed Session
- Budget Amendment
- Digital Learning Invoices
- Nonprofit Grant Agreement with Moore Buddies for FY 21
- Tax Releases/Refunds – June 2020
- DSS Contract with Right Transportation
- Home and Community Care Block Grant Contract
- National Family Caregiver Support Program Agreement
- Acceptance of CARES Act and Families First Preliminary Funding
- Approval of Payment Plan as Required by Executive Orders 124 and 142

The budget amendment, digital learning budget amendment, and tax releases/refunds resolutions are hereby incorporated as a part of these minutes by attachment as Appendices A, B, and C, respectively.

## **PRESENTATIONS**

### Health Department Coronavirus Update

Health Director Robert Wittmann and PIO/Deputy Health Director Matt Garner provided an update on COVID-19 in Moore County. Their PowerPoint presentation is hereby incorporated as a part of these minutes by attachment as Appendix D. Discussion followed regarding school nurse contracts, return to schools, the number of active cases currently hospitalized, procedures for testing in nursing homes, available funding and its application, asymptomatic carriers, and confusion regarding requirements for privacy and testing, etc.

## **NEW BUSINESS**

### Tax – Request for Approval of Settlement Reports for 2019-2020

Tax Administrator Gary Briggs presented the tax settlement reports for 2019-2020. He thanked everyone for their efforts in achieving an excellent collection rate. Upon motion made by Commissioner Daeke, seconded by Commissioner Gregory, the Board voted 5-0 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 2019-2020, to accept the minimal tax bill report for 2019-2020, and by resolution charge the Tax Administrator with the collections of the delinquent real and personal property taxes. The referenced documents are hereby incorporated as a part of these minutes by attachment as Appendix E.

### Tax – Request for Charge of 2020-2021 Tax Levy

Tax Administrator Gary Briggs shared information regarding tax bills for 2020-2021. Upon motion made by Commissioner Ritter, seconded by Commissioner Daeke, the Board voted 5-0 to charge the Tax Administrator with the collections of all real, personal, public service company, and motor vehicle taxes for the 2020-2021 levy year, and with the collections of all delinquent real, personal, public service company, and motor vehicle taxes. The order is hereby incorporated as a part of these minutes by attachment as Appendix F.

### Sheriff – Request for Approval of Contract with Performance Auto Group, Inc. and Budget Amendment

Major Andy Conway presented a request for a contract for purchase of vehicles and an associated budget amendment as the funds were originally budgeted for FY 20. Upon motion made by Commissioner Gregory, seconded by Commissioner Ritter, the Board voted 5-0 to approve the contract with Performance Auto Group, Inc. and budget amendment and authorize the Chairman to sign the same. The budget amendment is hereby incorporated as a part of these minutes by attachment as Appendix G.

### Planning – Request for Release of Performance Guarantee Funds

Planning/Transportation Director Debra Ensminger requested the Board's release of performance guarantee funds. Upon motion made by Commissioner Graham, seconded by Commissioner Ritter, the Board voted 5-0 to release the performance guarantee funds to T.K.C.S.J.M. Harris, LLC in the amount of \$376,025 for successful completion of the improvement requirements identified in the improvement guarantee agreement between the County of Moore and T.K.C.S.J.M. Harris, LLC.

Public Safety – Request for Approval of Southern Pines Lease Agreement, Station 1

EMS Chief Grant Hunsucker requested the Board approve continuing a lease agreement with the Town of Southern Pines. Upon motion made by Commissioner Daeke, seconded by Commissioner Graham, the Board voted 5-0 to terminate the lease agreement dated on April 4, 2017 and recorded in Book 4802, Page 364 Moore County Registry and authorize the Chairman to sign the termination lease agreement effective July 21, 2020. Upon motion made by Commissioner Daeke, seconded by Commissioner Gregory, the Board voted 5-0 to approve to continue the lease agreement with the Town of Southern Pines and the County of Moore for the sole purpose of operating an EMS with the monthly cost of \$750 for the facility located within Southern Pines Fire and Rescue located at 500 W. Pennsylvania Ave., and authorize the Chairman to sign all necessary documentation upon approval of finance and legal departments.

Public Safety – Request for Approval of Lease Agreement with Cypress Pointe Fire and Rescue

EMS Chief Grant Hunsucker requested the Board's approval of a lease agreement with Cypress Pointe Fire and Rescue. Upon motion made by Commissioner Ritter, seconded by Commissioner Graham, the Board voted 5-0 to approve the lease agreement between Cypress Pointe Fire and Rescue and the County of Moore in the amount of \$750 per month and authorize the Chairman to sign all necessary documents upon legal and finance approvals.

Administration – Request for Approval to Accept Coronavirus Relief Funds Round 2

Mr. Mike Griffin presented to the Board a request to accept a second round of Coronavirus Relief Funds. Upon motion made by Commissioner Daeke, seconded by Commissioner Gregory, the Board voted 5-0 to accept the second round of Coronavirus Relief Funds in the amount of \$1,957,874. Upon motion made by Commissioner Graham, seconded by Commissioner Gregory, the Board voted 5-0 to approve the budget amendment. Upon motion made by Commissioner Daeke, seconded by Commissioner Ritter, the Board voted 5-0 to allow the County Manager to sign all sub-grantee agreements for the municipalities and nonprofits, upon legal and finance review. The budget amendment is hereby incorporated as a part of these minutes by attachment as Appendix H.

Administration – Request for Approval of Lease with Town of Carthage

County Manager Wayne Vest requested the Board's authorization for a lease agreement with the Town of Carthage for a parking area. Upon motion made by Commissioner Gregory, seconded by Commissioner Graham, the Board voted 5-0 to authorize the County Attorney to develop a lease agreement with the Town of Carthage in the amount of \$3,800 annually for an initial term of less than ten years for the parking area located at the corner of Martin Street and Barrett Street, listed as Moore County parcel 00001177, and authorize the Chairman to sign once the agreement has been approved by the Town of Carthage.

Administration – Request for Approval of Contract of Sale for Property Acquisition

County Manager Wayne Vest presented a purchase contract for property acquisition for the Board's consideration. The property adjoined the new court facility project area and was the site of the former Carthage fire station, and purchase price would be \$198,830. Mr. Vest said the property would give the County needed flexibility during construction and would improve ingress and egress afterwards. He said he had spoken with the Mayor and Town Manager of Carthage who had both indicated their support for the County's purchase of the property. Mr. Vest said the funds would come from the court facility project ordinance, and there would be some related due diligence and closing costs. Upon motion made by Commissioner Daeke, seconded by Commissioner Ritter, the Board voted 5-0 to approve the contract of sale between the County of Moore and

Krueger-Edelman, LLC and authorize the County Manager to approve subsequent amendments to the contract, other than amendments to the purchase price.

## **APPOINTMENTS**

### Board of Health

Clerk to the Board Laura Williams noted that there were vacancies for the optometrist and veterinarian positions on the Board of Health, and no applicants.

### Parks and Recreation Advisory Board

Upon motion made by Commissioner Ritter, seconded by Commissioner Graham, the Board voted 5-0 to reappoint Joe Brown to the Parks and Recreation Advisory Board for a three-year term expiring July 31, 2023.

### Planning Board

Upon motion made by Commissioner Graham, seconded by Commissioner Daeke, the Board voted 5-0 to reappoint Jeffery Gilbert to the Planning Board for a three-year term expiring July 31, 2023. Upon motion made by Commissioner Graham, seconded by Commissioner Daeke, the Board voted 5-0 to appoint Joe Garrison as Chairman of the Planning Board for Fiscal Year 2021.

### Nursing and Adult Care Home Community Advisory Committee

Upon motion made by Commissioner Ritter, seconded by Commissioner Graham, the Board voted 5-0 to reappoint Kathy Beeman to the Nursing and Adult Care Home Community Advisory Committee for a three-year term expiring July 31, 2023.

### NCACC Voting Delegate

Upon motion made by Commissioner Graham, seconded by Commissioner Ritter, the Board voted 5-0 to appoint Commissioner Gregory as the County's voting delegate for the 2020 NCACC annual conference.

### Village of Pinehurst Planning and Zoning Board and Board of Adjustment ETJ

Upon motion made by Commissioner Graham, seconded by Commissioner Ritter, the Board voted 5-0 to reappoint Julia Latham as the ETJ member of the Village of Pinehurst Planning and Zoning Board and Board of Adjustment for three-year terms on each board, expiring July 31, 2023.

## **CLOSED SESSION**

Upon motion made by Commissioner Graham, seconded by Commissioner Ritter, the Board voted 5-0 to enter into closed session pursuant to N.C.G.S. 143-318.11(a)(3) and (4). Chairman Quis called for a brief break and the Board entered into closed session pursuant to its motion at approximately 7:40pm.

At approximately 8:45pm, upon motion made by Commissioner Graham, seconded by Commissioner Daeke, the Board voted 5-0 to come out of closed session and seal the minutes. The Board reported no action.

## **ADJOURNMENT**

There being no further business, upon motion made by Commissioner Ritter, seconded by Commissioner Daeke, the Board voted 5-0 to adjourn the July 21, 2020 regular meeting of the Moore County Board of Commissioners at 8:46pm.

---

Francis R. Quis, Jr., Chairman

---

Laura M. Williams, Clerk to the Board

**MEMORANDUM TO BOARD OF COMMISSIONERS:**

**FROM:** Caroline L. Xiong, Finance Director

**DATE:** 07/27/2020

**SUBJECT:** Budget Amendments

**PRESENTER:** Caroline L. Xiong

**REQUEST:**

Approve the attached budget amendments and accept any grant funds awarded to the County associated with the budget amendment.

**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:

	<b>Department / Fund</b>	<b>Amount</b>	<b>Sources of Revenue</b>	<b>Justification</b>	<b>Journal</b>
1.	Sheriff	\$70,000 increase	Drug Seizure Funds	Purchase Law Enforcement Equipment	20001

**IMPLEMENTATION PLAN:**

N/A

**FINANCIAL IMPACT STATEMENT:**

The overall effect is to increase/decrease the revenue and expenditures in the Multi-Year Grants Fund for \$70,000 and 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 and accept any grant funds awarded to the County associated with the budget amendment.

**SUPPORTING ATTACHMENTS:**

The following budget amendments and supporting information are attached:

## **Budget Amendment Staff Report**

### **Department:**

Sheriff

### **Increase or Decrease of Amount of Funding:**

Increase of \$70,000

### **Source(s) of Funding:**

North Carolina Department of Revenue – Drug Seizure Funds

### **Justification (please be specific):**

Funds received may be used for any of the following items:

- Law enforcement surveillance equipment
- Narcotics vehicle
- Metal carport to protect currently owned trailers, and assets
- Narcotics substance analyzer
- Replace Camouflage/Ghillie Suits
- Display case for historical artifacts from MCSO

# Fiscal Year 2020/2021

Budget Line Item Number	Budgeted Amount	Increase/ (Decrease)	Revised Budget
----------------------------	--------------------	-------------------------	-------------------

Sheriff - North Carolina Department of Revenue - Drug Seizure Funds

Revenue	24033005 36075	Drug Seizure Funds	1,000,829	70,000	1,070,829
Expense	24019505 53828	Drug Seizure Funds	1,041,327	70,000	1,111,327

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
 Frank Quis  
 Moore County Board of Commissioners

\_\_\_\_\_  
 Laura Williams  
 Clerk to the Board

**MEMORANDUM TO THE BOARD OF COMMISSIONERS**

**FROM:** Debra Ensminger  
Planning & Transportation Director

**DATE:** July 6, 2020

**SUBJECT:** 2020 Urgent Repair Program and associated documents.

**PRESENTER:** Debra Ensminger

**REQUEST:**

This is a request to accept \$100,000.00 through the 2020 Urgent Repair Program, approve and adopt the Post Approval Documentation, Procurement Policy, Assistance Policy, Budget Amendment, and any other subsequent documents.

**BACKGROUND:**

On January 21, 2020, the Board of Commissioners approved an application submittal to the North Carolina Housing Finance Agency for funding through the 2020 Urgent Repair Program. The County has been conditionally approved for a set aside amount not to exceed \$100,000.00.

The Urgent Repair Program operates on an annual cycle with a focus on critical repairs for health and safety modifications of income qualified and owner-occupied homes with special needs. Moore County previously participated in the 2010, 2012, 2013, 2015, 2016, 2017, 2018 and currently participating in the 2019 program.

Grant requirements include a “Post Approval Documentation” packet consisting of a Procurement Policy, Assistance Policy, and Budget Amendment. The required documents have been reviewed and approved by the County Attorney’s Office.

**IMPLEMENTATION PLAN:**

All required documents will be forwarded to the North Carolina Housing Finance Agency and guidelines will be met as set forth in the programs Assistance Policy.

**FINANCIAL IMPACT STATEMENT:**

Appropriation of \$5,000.00 local match dollars is required and will be appropriated out of the General Fund.

**STAFF RECOMMENDATION:**

This action will require four (4) separate motions:

- 1) Make a motion to accept the \$100,000.00 2020 Urgent Repair Program offered to Moore County through the North Carolina Housing Finance Agency as presented.
- 2) Make a motion to approve, adopt and allow the Chairman to execute Post Approval Documentation, Procurement Policy, Assistance Policy, and all associated documents related to the implementation of the 2020 Urgent Repair Program as presented.
- 3) Make a motion to approve Budget Amendment as presented.
- 4) Make a motion to allow the County Manager to sign funding agreement once received by the North Carolina Housing Finance Agency and any subsequent documents received.

**SUPPORTING ATTACHMENTS:**

Post Approval Documentation, Assistance Policy, Procurement & Disbursement Policy, Budget Amendment



April 17, 2020

A state supporting  
public agency

Mr. Wayne Vest, County Manager  
Moore County  
PO Box 905  
Carthage, NC 28327

Scott Farmer  
Executive Director

Dear Mr. Vest:

PO Box 28000  
Raleigh, NC  
27611-8000

Again, congratulations on your 2020 Urgent Repair Program (URP20) award. This is to provide you with information on the necessary steps to take so that you may begin your URP20 project in a timely manner.

3508 Bush Street  
Raleigh, NC  
27609-7509

In the envelope, you will find a "Post Approval Documentation" packet. Please read it over and complete the sections that request specific information or require signatures for certification. Once complete, return it to the Agency along with any other requested documents such as proof of honesty and fidelity bonding, and a notarized copy of the conflict of interest policy governing the recipient entity if required.

111-010-875-5700  
111-010-677-5701  
www.nchfa.com

The completed PAD with all requested documentation must be received at the Agency by August 10, 2020. If not received by the deadline, your award will be canceled. Once approved, the Funding Agreement will be forwarded to you. It will be your responsibility to have your chief administrative official sign the Funding Agreement and return an executed electronic copy to the Agency. Once the Agency receives the properly executed Funding Agreement, Moore County, will be forwarded the first disbursement of Program funds, via direct deposit, equal to 50% of the project allocation. Enclosed in your PAD is an e-payment form necessary for direct deposit and a financial contact record. Please complete them and forward them with the rest of the PAD.

Should you have any questions, please contact your case manager listed in the instructions section of the enclosed PAD packet. We look forward to working with you toward the successful completion of your URP20 project.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Handley".

Michael Handley  
Manager of Home Ownership Rehabilitation and Compliance

Encl.

cc: Stephanie Cormack, Administrative Officer I

**North Carolina Housing Finance Agency  
Urgent Repair Program (URP20)  
Post-Approval Documentation**

<b>URP2024</b>	<b>Moore County</b>
----------------	---------------------

**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 URP20 award. If you agree with the amounts listed, please provide the information and documentation requested below and return this Post Approval Documentation packet to Dan McFarland, Housing Rehabilitation Officer 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
<b>Matching local funds</b>	<b>\$5,000</b>
<b>Total of local matching funds committed to the URP20 project</b>	<b>\$5,000</b>

**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 URP20 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
<b>Moore</b>	<b>10</b>	<b>\$100,000</b>
<b>TOTAL</b>	<b>10</b>	<b>\$100,000</b>

- 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 URP20 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 URP20 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 \_\_\_\_\_ and ends \_\_\_\_\_.
- 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 URP20, 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

# 2020 Urgent Repair Program Annual Compliance Reporting Information

**Please forward this to the financial person who coordinates your organization's annual audit.**

The 2020 Urgent Repair Program is funded with State funds from the Housing Trust Fund. The North Carolina Housing Finance Agency is the pass-through for these funds.

Federal and State Regulations may change at any time. Refer to the applicable websites for any updates. Your organization will be responsible for complying with any new regulations or statutes as they occur.

**For Non-Profit Organizations only:**

N.C. State General Statute 143C-6-23 – “*State grant funds: administration; oversight and reporting requirements.*” (State funds include federal funds that flow through the State.) These reports will be submitted directly to NCHFA at email [subreport.rehabteam@nchfa.com](mailto:subreport.rehabteam@nchfa.com). Our organization will submit these reports by the required deadline and will notify our NCHFA contact when reports are submitted.

**For Local Government Organizations:**

[www.treasurer.state.nc.us](http://www.treasurer.state.nc.us) – NC State General statute 159-34 – Audit Requirements of “*The Local Government Budget and Fiscal Control Act*”

Instruct your auditor to send audit confirmations to:

Amanda Paige

NCHFA

PO Box 28066

Raleigh, NC 27611-8066

919-877-5705

919-877-5703 – fax

## Acknowledgement of Audit Compliance Reporting Responsibilities

Please X applicable section(s) and return this form with your PAD

         We are a non-profit organization and will comply with North Carolina General Statute 143C-6-23 which requires us to submit reports. These reports will be submitted directly to NCHFA @ [subreport.rehabteam@nchfa.com](mailto:subreport.rehabteam@nchfa.com). Our organization will submit these reports by the required deadline and will notify our NCHFA contact when reports are submitted.

If your organization received less than \$750,000 as a subrecipient of state and/or federal funds in the reporting fiscal year, your reports are due six (6) months after your fiscal year-end date.

If your organization received \$750,000 or more as a subrecipient of state and/or federal funds in the reporting fiscal year, your reports are due nine (9) months after your fiscal year-end date.

         We are a local governmental organization and will comply with North Carolina General Statute 159-34, "The Local Government Budget and Fiscal Control Act".

  X   We will submit our annual Financial Statements electronically via a .pdf file within thirty (30) days of publication. **Submit to [caxtell@nchfa.com](mailto:caxtell@nchfa.com)**

---

---

*I acknowledge receipt of the information regarding compliance reporting. I am the person responsible for coordinating the submission of reports that comply with state and federal regulations pertaining to this funding. Our reports will be submitted prior to all compliance deadlines.*

Signed: \_\_\_\_\_

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

Name \_\_\_\_\_

Title \_\_\_\_\_

Organization \_\_\_\_\_

Federal Tax ID Number \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

Email \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Fiscal Year-End Date \_\_\_\_\_ Award: URP

**STATE OF NORTH CAROLINA  
STATE TREASURER'S ELECTRONIC PAYMENTS**

---

State Agency Name: North Carolina Housing Finance Agency

Program: Urgent Repair Program (URP)

Check One: Initial Sign-up \_\_\_\_\_ Change \_\_\_\_\_

---

**PARTICIPATING ENTITY ACCOUNT INFORMATION**

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

Entity Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Email address: \_\_\_\_\_

**Note: E-mail address will be used to send notices of deposited funds.**

---

**FINANCIAL INSTITUTION INFORMATION**

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

Transit/Routing #: \_\_\_\_\_

Bank Account #: \_\_\_\_\_

**PLEASE ATTACH A VOIDED CHECK**

**NOTE: CHECKING ACCOUNTS ONLY PLEASE**

---

**PARTICIPATING ENTITY AUTHORIZATION**

I, on behalf of the participating entity indicated above, hereby authorize the North Carolina State Treasurer, his successors and his agents, at the direction of the State agency indicated above, to initiate ACH credit entries to the above designated bank account for payments due from the State agency for the referenced program name, pursuant to the "Established Operational Procedures for State Treasurer's electronic payments system," which may be in effect from time to time.

Finance Officer's name: \_\_\_\_\_ Phone #: \_\_\_\_\_

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

---

MAIL COMPLETED FORM TO:

**NC HOUSING FINANCE AGENCY  
3508 BUSH STREET  
RALEIGH, NC 27609  
ATTN: ACCOUNTS PAYABLE  
Fax: 919-877-5703**

4/15/2020

# Request for Taxpayer Identification Number and Certification

**Give Form to the requester. Do not send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
<b>2</b> Business name/disregarded entity name, if different from above	
<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> 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) ▶ _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) ▶ _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i>
<b>5</b> Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
<b>6</b> City, state, and ZIP code	
<b>7</b> List account 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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>				
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> </tr> </table>				
<b>or</b>				
<b>Employer identification number</b>				
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> </tr> </table>				

## Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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 for Part II, later.

**Sign Here**

Signature of U.S. person ▶

Date ▶

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### 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 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled 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, later.*

By signing the filled-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. 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 partners' 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, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

### Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

### Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

### What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

**\*Note:** The grantor also must provide a Form W-9 to trustee of trust.

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

### Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

**Moore County**  
**Assistance Policy**  
**For the 2020 Cycle of the**  
**Urgent Repair Program**

**What is the Urgent Repair Program?** The County of Moore has been awarded \$100,000 by the North Carolina Housing Finance Agency (“NCHFA”) under the 2020 cycle of the Urgent Repair Program (“URP20”). This program provides funds to assist very-low and low- income households with special needs in addressing housing conditions which pose imminent threats to their life and/or safety or to provide accessibility modifications and other repairs necessary to prevent displacement of very-low and low- income homeowners with special needs such as frail elderly and persons with disabilities. A minimum of 10 households will be assisted under URP20.

This Assistance Policy describes who is eligible to apply for assistance under URP20 how applications for assistance will be rated and ranked, what the form of assistance is and how the repair/modification process will be managed. The County has designed this URP20 project to be fair, open, and consistent with the County’s approved application for funding and with NCHFA’s URP Program Guidelines.

The funds provided by NCHFA come from the North Carolina Housing Trust Fund. Additional funds for construction costs are provided by local organizations in the amount of \$5,000.

**Eligibility** To be eligible for assistance under URP20 applicants

- 1) must reside within the county limits of Moore and own and occupy the home in need of repair or have life estate rights; and must be current on all property taxes with no outstanding past taxes owed
- 2) must have a household income which does not exceed 50% of the County median income for the household size (see income limits below)
- 3) must have a special need (i.e. be elderly,  $\geq$  62 years old, handicapped or disabled, a single parent with a dependent living at home, a Veteran, a large family with  $\geq$ 5 household members or a household with a child below the age of six with lead hazards in the home).
- 4) must have urgent repair needs, which cannot be met through other state or federally funded housing assistance programs

**URP20 Income Limits\* for Moore County**

Number in Household	30% of Median (very-low income)	50% of Median (low income)
1	\$16,550	\$27,550
2	\$18,900	\$31,450
3	\$21,250	\$35,400
4	\$23,600	\$39,300
5	\$25,500	\$42,450
6	\$27,400	\$46,600
7	\$29,300	\$48,750
8	\$31,200	\$51,900

\*Income limits are subject to change based on annually published HUD HOME Limits and will be updated each year. This update will not require a re-approval of the governing authority.

**Outreach Efforts of the Urgent Repair**

The County informs Moore County service providers of housing rehab opportunities through a Public Notice submitted to the Pilot (local paper) as well as on the County Website. Moore County will notify each of the following agencies of this Project and provide applications for disbursement:

- Moore County Department of Social Services
- Moore County Health Department
- Moore County Senior Enrichment Center
- Local Municipalities within the County
- Action Pathways (Weatherization Program)
- Meals on Wheels
- Moore County Transportation Services
- Veteran’s Administration
- Habitat for Humanity
- Independent Living
- ARC of Moore
- Northern Moore Family Resource Center
- Coalition for Human Care

**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.

**Priority Ranking System for Moore County’s URP20**

<i>Special Needs (for definitions, see below)</i>	<i>Points</i>
Never served by Moore County	10
Disabled, Elderly or Veteran Household Member (62 or older)	6
Single-Parent Household (with one or more children in the home)	4
Large Family (5 or more permanent residents)	6
Child under six years of age with lead hazards in the home	4
Income (See Income Table above)	Points
<i>Less than 30% of County Median Income</i>	10
30% to 50% of County Median Income	5

**\*\*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.

Under NCHFA Program Guidelines, a minimum of 50% of households assisted must have incomes which are less than 30% of the area median income for the household size, and no household with an income exceeding 50% of the area median income will be eligible. This guideline will be adhered to strictly and will be the primary factor in the selection of those households to be assisted under URP20.

Recipients of assistance under the URP20 will be chosen by the above criteria without regard to race, color, religion, national origin, sex, familial status and disability.

**The definitions of special needs** populations under URP20 are:

- **Never served by Moore County:** A person that has not been served in the past by a previous program offered by Moore County Planning & Transportation Department will be verified by staff to ensure the allotted points are included in the ranking criteria.
- **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 an impairment.
- **Large Family:** A large family household is composed of five or more individuals living in the home; at least four are immediate family members.
- **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 are subject to income verification).
- **Occupant:** An occupant is defined as any 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.
- **Single-Parent Household:** A household in which one and only one adult resides with one or more dependent children.
- **Veteran:** A person who served in the active military, naval, or air service, and who was discharged or released therefrom under conditions other than dishonorable. Provide DD-214 form to demonstrate.
- **Child with lead hazards in the home:** a child below the age of six living in the applicant house which contains lead hazards.

**Client Referral and Support Services** Many homeowners assisted through the Urgent Repair Program may also need other services. When the Urgent Repair Program staff meet the homeowner during the work write-up process, they will discuss the resources and programs available in the County and provide a copy of Moore County's "Resource Guide" of agencies and contact numbers that may assist in homeowner needs.

**What is the form of assistance under URP20?** The County 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 at a rate of \$2,000 per year, until the principal balance is reduced to zero.

**What is the amount of the loan?** The amount of the loan 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 Housing Rehab Program Coordinator. There is no minimum to the amount of the loan; however, the maximum life-time limit according to the guidelines of URP20 is \$10,000.

**What kinds of work will be done?** Only repairs that address imminent threats to the life and/or safety of occupants of the dwelling unit or accessibility modifications will be

performed under the County's URP. Please understand that all deficiencies in a home will likely not be able to be repaired with the available funds.

All work that is completed under URP20 must meet or exceed NC Residential Building Code.

**Who will do the work on the homes?** The County is obligated under URP20 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 those requirements, the County will allow qualified contractors to provide quotes, bids or proposals for the product or services needed on each home. Please request a copy of the County's URP20 Procurement and Disbursement Policy for further information.

(Homeowners who know of quality rehabilitation contractors are welcome to invite them to bid)

A minimum of three qualified contractors will be invited to bid on each job, and the lowest responsive and responsible bidder will be selected for the contract. "Responsive and responsible" is described in the Procurement and Disbursement Policy. All bid opportunities will be posted on the County website, IPS, HUB site and via email to interested contractors.

A qualified contractor is a contractor who is not debarred on any state or federal list, has proper license required for the scope of work they are bidding on and have the proper insurance requirements that meets the County guidelines.

**What are the steps in the process, from application to completion?** Now that you have the information about how to qualify for the County of Moore's URP20, what work can be done, and who will do it, let's go through all the major steps in the process:

- 1. Completing a Request for Assistance form:** Homeowners who wish to apply for assistance must do so by September 30, 2020. Apply by contacting the Planning & Transportation Department, at 910-947-5010. Proof of ownership and income will be required at time of submittal. Those who have applied for housing assistance from the County in the past will not automatically be reconsidered. A new Request for Assistance will need to be submitted.
- 2. Preliminary inspection:** The County's Housing Rehab Program Coordinator will visit the homes of potential loan recipients to determine the need and feasibility of repairs/modifications.
- 3. Screening of applicants:** Request for Assistance will be rated and ranked by the County based on the priority system outlined on page 2. The households to be assisted will be selected by October 30, 2020. Household income will be verified for program purposes only (information will be kept confidential). Ownership of property will be verified along with other rating factors. From this review, the ten (10) most qualified applicants will be chosen according to the priority system described above. There will also be a list of alternates in the order of qualification. Applicants not receiving notification by October 30, 2020 that they were chosen may contact

Community Development staff, at 910-947-5010 to confirm the disposition of their request for assistance.

4. **Applicant interviews:** Approved applicants will be provided detailed information on assistance, program repair/modification standards and the contracting procedures associated with their project at this informational interview.
5. **Work write-up:** The County's Housing Rehab Program Coordinator 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, if any. The owner should report any known problems such as electrical short circuits, blinking lights, roof leaks and the like. The Housing Rehab Program Coordinator will prepare and complete a detailed work specifications known as the "work write-up". A final cost estimate will also be prepared by the Housing Rehab Program Coordinator and held in confidence until bidding is completed.
6. **Formal agreement:** After approval of the work write-up, the homeowner will sign a formal agreement that will explain and govern the repair/modification process and an explanation of the Promissory Note, which is considered a forgivable loan. This agreement will define the roles of the parties involved throughout the process.
7. **Bidding:** The bid invitation and work write-up will be sent to a minimum of three contractors asking those who want to bid on the projects to attend a mandatory pre-bid meeting which will include a walk-through of each home. Only those contractors in attendance will be provided a bid packet and given at least one week to prepare bid proposals. The names of those contractors in attendance will be supplied to the homeowner. Each will need access to those areas of the house, in which work is to be performed, in order to prepare a bid. Unless otherwise indicated a bid opening will be conducted at the Moore County Finance Department located at 206 S. Ray St., Carthage, NC at a specified date and time, with all bidders and the homeowner invited to attend.
8. **Contractor selection:** Within six (6) weeks of the bid opening and after review of bid breakdowns and timing factors, the winning bidder will be selected. All bidders and the homeowner will be notified of (1) the selection, (2) the amount, (3) the amount of the County's cost estimate upon request, (4) any support or contingency costs that will be included in the loan amount, and (5) if other than the lowest bidder is selected, the specific reasons for the selection.
9. **Execution of loan and contract:** The loan will be executed as well as the repair/modification contract prior to work beginning on the project. This contract will be between the contractor and homeowner, with the County signing as an interested third party. The cost of the actual work and project related support costs up to the maximum amount of \$1000 will be included in the loan document.
10. **Pre-construction conference:** A pre-construction meeting will be held at the home or designated location. At this time, the homeowner, contractor and Moore County program representatives will be present and discuss the details of the work to be done. 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 plumbing, etc.). If the contract has been executed, the County will issue a "Notice to Proceed order" formally instructing the contractor to commence by the agreed-upon date within five (5) calendar days of the date stipulated on the "Notice to Proceed".

**11. Construction:** The contractor will be responsible for obtaining any required building and zoning permits 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. Code Enforcement Officers will inspect new work for compliance with the State Building Code as required by the guidelines of URP20. The homeowner will be responsible for working with the contractor toward protecting personal property by clearing work areas as much as practicable. The contractor will be responsible for all clearing and cleaning arising from and due to construction activities.

**12. Change Orders:** All changes to the scope of work must be reduced to writing as a contract amendment ("change order") and approved by all parties to the contract: the owner, the contractor and two representatives of the County of Moore. If the changes require an increase in the loan amount, a loan modification stating these changes in the contract amount must be completed by the County, and executed by the owner. If the changes result in a decrease in the loan amount, an estoppel informing the homeowner of these changes in the contract amount will be completed by the County and conveyed to the owner. "Work must be within the scope of the original project and not so substantial in amount or kind so as to invalidate the original bid procedure."

**13. Payments to contractor:** The contractor will be paid following inspection of and satisfactory completion of all items on the work write-up and change orders, if any, as outlined in the County's Procurement and Disbursement Policy.

**14. Post-construction meeting:** Following construction, the contractor and the Housing Rehab Program Coordinator will sit down with the homeowner one last time. At this meeting the contractor will hand over all owner's manuals and warranties on equipment to the Housing Rehab Coordinator for review prior to the project closeout. The contractor and Housing Rehab Program Coordinator will go over operating and maintenance requirements for any new equipment installed and discuss general maintenance of the home with the homeowner. The homeowner will have the opportunity to ask any final questions about the work and the loan.

**15. Closeout:** Once each item outlined in section 13 has been satisfied and the homeowner has signed a Certificate of Satisfaction, the job will be closed out (fully completed).

**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:

- Request for Assistance available to the public starting September 1, 2020.

- Request for Assistance must be turned in at the Moore County Planning & Transportation Department by 4:30 PM on September 30, 2020.
- Households selected from applications on October 30, 2020.
- All rehabilitation work must be under contract by November 15, 2021.
- All rehabilitation work must be completed by December 31, 2021.

**How do I request an application?** Just contact:

Moore County Planning & Transportation Department  
 c/o Community Development Staff  
 PO Box 905  
 Carthage, NC 28327  
 910-947-5010

Or pick up a Request for Assistance at the Moore County Planning & Transportation Department, any library within the County, the County Health Department, or the Department of Social Services office.

**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, the County of Moore realizes that there is still a chance that some applicants or participants may feel that they were not treated fairly. The following procedures are designed to provide an avenue for resolution of complaints and appeals.

During the Request for Assistance process:

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

During the repair/modification process:

1. If the homeowner feels that repairs or modifications are not being completed per the contract, he/she must inform the contractor and the Community Development Staff.
2. The Housing Rehab Program Coordinator will inspect the work in question. If it is found that the work is not being completed according to contract, the Housing Rehab Program Coordinator will review the contract 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 Housing Rehab Program Coordinator and facilitated by the County's Community Development Staff.
4. Should the mediation conference fail to resolve the dispute, the Project Administrator at the direction of the Planning & Transportation Director will render a written final decision.
5. If the Housing Rehab Program Coordinator finds that the work is being completed according to contract, the complaint will be noted and the Housing Rehab Program

Coordinator and the homeowner will discuss the concern and the reason for the Housing Rehab Program Coordinator decision.

**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 who are directly involved in the program, the North Carolina Housing Finance Agency and auditors.

**What about conflicts of interest?** No officer, employee or other public official of the County, or member of the Board of County Commissioners, or entity contracting with the County that exercises any functions or responsibilities with respect to URP20 shall have any interest, direct or indirect, in any contract or subcontract for work to be performed with program funding, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. Relatives of County employees, Board of County Commissioners and others closely identified with the County, may be approved for rehabilitation assistance only upon public disclosure before the Board of County Commissioners and written permission from NCHFA.

**What about favoritism?** All activities under URP20, including rating and ranking applications, inviting bids, selecting contractors and resolving complaints, will be conducted in a fair, open and non-discriminatory manner, entirely without regard to **race, color, religion, national origin, sex, familial status and disability.**

**Who can I contact about URP20?** Any questions regarding any part of this application or program should be addressed to:

Housing Rehab Program Coordinator  
Carlis P. Sweat  
PO Box 905  
Carthage, NC 28327  
910-947-5010

Project Administrator  
Stephanie Cormack  
PO Box 905  
Carthage, NC 28327  
910-947-5010

These contacts will do their utmost to answer questions and inquiries in the most efficient and correct manner possible.

This Assistance Policy is adopted this \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

BY:

\_\_\_\_\_  
Frank Quis  
Moore County Board of County Commissioners

Attest:

\_\_\_\_\_  
Laura Williams  
Clerk to the Board of County Commissioners

**County of Moore**  
**Procurement and Disbursement Policy**  
**URGENT REPAIR PROGRAM**

**PROCUREMENT POLICY**

1. To the maximum extent practical, the County of Moore (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 contractors" to provide quotes, bids or proposal for the products or services needed. Every reasonable effort will be made to receive at least three quotes, bids or proposal. A "qualified contractor" is a contractor who is not debarred on any state or federal list, has proper licenses required for the scope of work they are bidding on.

All bid opportunities will be posted on the County website, IPS, and HUB site, and via email to interested contractors.

2. At least three eligible contractors shall be invited to bid on each job. Only those contractors who attend the mandatory pre-bid meeting will be allowed to provide quotes, bids or proposal for services needed. The award will be made to the lowest responsive and responsible bidder, taking into consideration quality, performance, and the time specified in the bids for the performance of the contract. Reasonable changes may be made in the plans and specifications to bring the contract price within the funds available. This will be accomplished by taking into consideration the same work write-up item(s) reductions for all bidders to compare total revised bid amounts and then awarding to the lowest responsive and responsible bidder "Responsible" means including but not limited (a) the contractor is deemed able to complete the work in a timely fashion "Responsive" means including but not limited to (a) the bid is within 20%, in either direction, of the County's cost estimate, (b) the contractor has not been suspended or debarred and (c) there is no conflict of interest (real or apparent). In the event of a project re-bid due to quotes, bids or proposals not falling within the County's cost estimate; and there is no change to the scope of work only those contractors who have not visited the home will be required to attend the walk through of that home.

All contractors working on pre-1978 units must be Renovation, Repair and Painting Rule (RR&P) Certified Renovators working for Certified Renovation firms; only those contractors with this certificate on file will be invited to bid on pre-1978 homes.

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, including instructions for distribution and receipt of bids. Contractors who attend the mandatory pre-bid walkthrough will be given no less than seven days to prepare bid proposals. Each contractor will have access to all parts of the house during the pre-bid walk through in order to prepare a bid. Unless otherwise indicated a bid opening will be conducted in the Moore County Finance Department located at 206 South Ray Street, Carthage, NC at a specified date and time, with all bidders invited to attend.
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. "Work must be within the scope of the original project and not so substantial in amount or kind so as to invalidate the original bid procedure."
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 and "walk thru" shall be held at the work site or designated location 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 too, creating a bid tab sheet as required by the County outlining quote amounts and scope of work.
10. All sealed bids will be opened publicly at a time and place to be announced in the bid invitation. All bidders are welcome to attend. Moore County will issue intent to award to the lowest responsible and responsible bidding contractor, pending final award after legal, finance, and County Manager approval within six (6) weeks of the bid opening. All bidders and the homeowner will be notified in writing of 1) the selection of the winning bid, 2) the amount of the winning bid; 3) the amount of the County's cost estimate; and 4) the specific reasons for the selection, if other than the lowest bidder was selected.
11. The contractor is responsible for obtaining a building and zoning permit for the project before beginning work when applicable. The permit must be posted at the house during the entire period of construction. Moore County Housing Rehab Program Coordinator will closely monitor the contractor during the construction period to make sure that the work is being completed according to the work write-up (which is made a part of the rehabilitation contract by reference) and in a timely fashion. Local Code Enforcement Officials will inspect the work for compliance with the NC State Building Code, when applicable. To protect personal property the homeowner will be responsible for working with the contractor toward clearing work areas of personal property as needed as much as practicable. The contractor will be responsible for all clearing and cleaning activities necessary due to construction activities.
12. The County of Moore is an equal opportunity employer, implements non-discriminatory practices in its procurement/disbursement and will make special outreach efforts to include M/WBE (Minority/Women Business Enterprise) businesses within its contractor and subcontractor pool. Contractors will be chosen by the above criteria without regard to race, color, religion, national origin, sex, familial status and/or disability.

### **DISBURSEMENT POLICY**

1. All repair work must be inspected by (a) the County's Rehabilitation Specialist, and (b) the homeowner (c) the local building code inspector when applicable prior to any payments to contractors. If all work is deemed satisfactory and all other factors and written agreements are in order, payment shall be issued upon presentation of an original invoice from the

contractor. Contractor should allow 30 business days for processing of the invoice for payment. \*Note the contractor must provide the Community Development staff with all owners' manuals; warranties on equipment/materials if applicable and a use and sales tax certificate will be required to be submitted prior to payment.

2. If any of the work is deemed unsatisfactory, it must be corrected prior to authorization of payment. If the contractor fails to correct the work to the satisfaction of the County's Rehabilitation Specialist, 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 funds.

The Procurement and Disbursement Policies are adopted this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

**County of Moore**

BY: \_\_\_\_\_  
Frank Quis  
Board of County Commissioners Chair

ATTEST: \_\_\_\_\_  
Laura Williams  
Clerk to the Board

**CONTRACTORS STATEMENT:**

I have read and understand the attached Procurement and Disbursement Policy.

BY: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

WITNESS: \_\_\_\_\_

# Fiscal Year 2020/2021

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 2020 Grant.					
Revenue	10019000 32950	Appropriated Fund Balance	-	5,000	5,000
Expense	10036056 59910	Transfer to Multi-Year Grant Fund	-	5,000	5,000
Revenue	24019000 32955	Transfer from General Fund	432,393	5,000	437,393
Expense	24023018 56294 URP20	Urgent Repair Local	-	5,000	5,000
Revenue	24042018 36283 URP20	Urgent Repair	-	100,000	100,000
Expense	24023018 56295 URP20	Urgent Repair	-	100,000	100,000

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
 Frank Quis  
 Moore County Board of Commissioners

\_\_\_\_\_  
 Laura Williams  
 Clerk to the Board

XXXXX

Agenda Item: III.D.  
Meeting Date: 8/4/2020

**MEMORANDUM TO BOARD OF COMMISSIONERS:**

**FROM:** Tami Golden, Internal Auditor

**DATE:** July 23, 2020

**SUBJECT:** Resolution Declaring Moore County Property Surplus and Authorizing the Upset Bid Process for "BLK H LOT 32-34", Pine Tree Rd., Pinehurst, LRK#00023101

**REQUEST:**

Adopt a resolution declaring property surplus and accepting the negotiated offer of \$5,000.00 for certain real property known as "BLK H Lot 32-34" and authorizing the upset bid process.

**BACKGROUND:**

On April 30, 2012, certain real property known as "BLK H LOT 32-34," LRK#00023101, which is located on Pine Tree Rd., Pinehurst, was acquired by Moore County by General Warranty Deed recorded in the office of the Register of Deeds of Moore County in Book 4020, Page 319. Since that time, the County has not used the property and has no intention of using the property. The current tax value as of May 2020 was \$15,000.

On July 23, 2020, an offer to purchase "BLK H LOT 32-34" was received from Mr. Paul Roberts. The offer was in the amount of \$5,000.00. Mr. Roberts has submitted the required 5% deposit.

**IMPLEMENTATION PLAN:**

After adopting the Resolution, the County will begin the upset bid process. The Clerk to the Board will advertise the negotiated offer and upset bid process. The bid process will continue until a 10-day period has passed without any qualifying upset bid having been received. At that time, the amount of the final high bid will be reported to the Board of Commissioners. Closing on the sale of the property will occur within 90 days of approval of the final high offer.

**FINANCIAL IMPACT STATEMENT:**

Selling the property will generate additional property tax revenue for the County.

**RECOMMENDATION SUMMARY:**

Make a motion to declare Moore County property surplus and adopt the attached resolution acknowledging receipt of the offer of \$5,000.00 and authorizing the upset bid process and authorize the Chairman to sign all necessary documents.

**SUPPORTING ATTACHMENTS:**

1. Resolution Authorizing the Upset Bid Process for "BLK H LOT 32-34"
2. Map of Property
3. Public Notice

**RESOLUTION DECLARING MOORE COUNTY PROPERTY SURPLUS AND  
AUTHORIZING THE UPSET BID PROCESS  
FOR "BLK H LOT 32-34" LRK#00023101**

WHEREAS, the County of Moore owns certain real property located at Pine Tree Road, in Pinehurst, Moore County, North Carolina, being known and more particularly described as "BLK H LOT 32-34," LRK#00023101; and

WHEREAS, the property was acquired by Moore County by General Warranty Deed on April 30, 2012 in the Office of the Register of Deeds on Moore County in Book 4020, Page 319; and

WHEREAS, the County of Moore has not used the property since acquiring it and has no intention of using the property; and

WHEREAS, North Carolina General Statute 160A-269 permits the County to sell real property by negotiated offer and upset bid; and

WHEREAS, the Board of Commissioners acknowledges receipt of an offer from Mr. Paul Roberts, in the amount of \$5,000.00 for the property described above; and

WHEREAS, Mr. Roberts has paid the required five percent deposit on his offer.

NOW, THEREFORE, the Board of Commissioners of the County of Moore resolves that:

1. The Board of Commissioners authorizes sale of the property described above through the upset bid procedure of North Carolina General Statute 160A-269; and
2. The Clerk to the Board shall cause a notice of the proposed sale to be published. The notice shall describe the property and the amount of the offer, and shall state the terms under which the offer may be upset; and
3. Any person may submit an upset bid to the office of the Clerk to the Board within 10 days after the notice of sale is published. In order for a bid to be considered, the bidder must be current on payment of all property taxes owed to the County; and
4. If a qualifying higher bid is received, the Clerk to the Board shall cause a new notice of upset bid to be published, and shall continue to do so until a 10-day period has passed without any qualifying upset bid having been received; and
5. A qualifying higher bid is one that raises the existing offer by not less than ten percent (10%) of the first \$1,000.00 of that offer and five percent (5%) of the remainder of that offer; and
6. A qualifying higher bid must also be accompanied by a deposit in the amount of five percent (5%) of the bid; the deposit may be made in cash, cashier's check, or certified

check. The County will return the deposit on any bid not accepted and will return the deposit on an offer subject to upset if a qualifying higher bid is received. The County will return the deposit of the final high bidder at closing if requested; and

7. The terms of the final sale are:

- The property is sold in its current condition, as is, and the County gives no warranty with respect to usability of the property; and
- Closing will occur within 90 days of approval of the final bid at the Office of the Moore County Attorney; and
- The County will issue a non-warranty deed; and
- The Buyer is responsible for ad valorem taxes for the current year (non-prorated); and
- The Buyer must pay with cash, by cashier's check or by certified check at the time of the closing.

8. The County reserves the right to withdraw the property from sale at any time before the final high bid is approved and the right to reject at any time all bids; and

9. The final high bid shall be taken to the Board of Commissioners for approval.

ADOPTED this the 4th day of August 2020 by the Moore County Board of Commissioners.

COUNTY OF MOORE

---

Frank Quis, Chairman  
Moore County Board of Commissioners

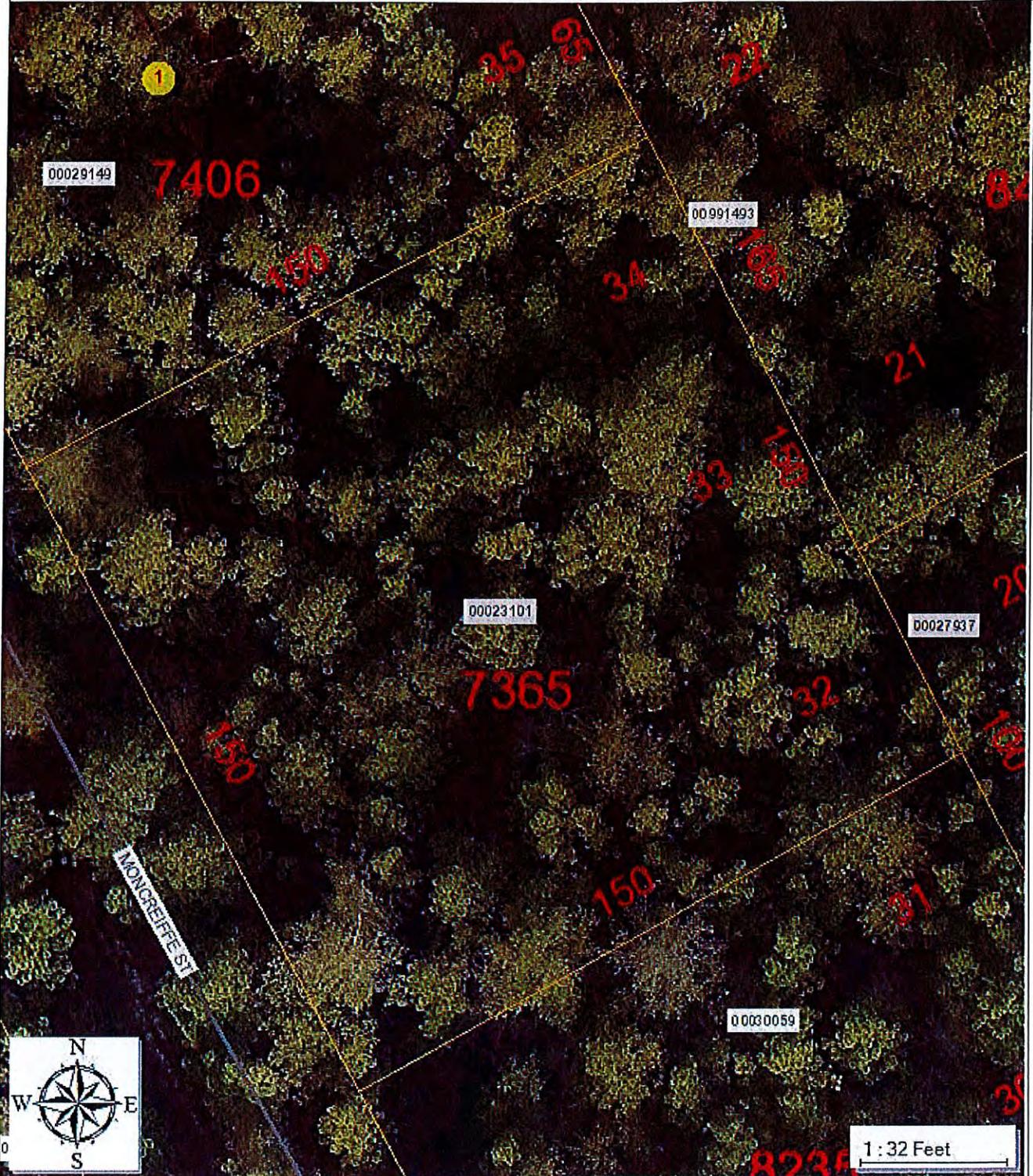
ATTEST:

---

Laura M. Williams, Clerk to the Board



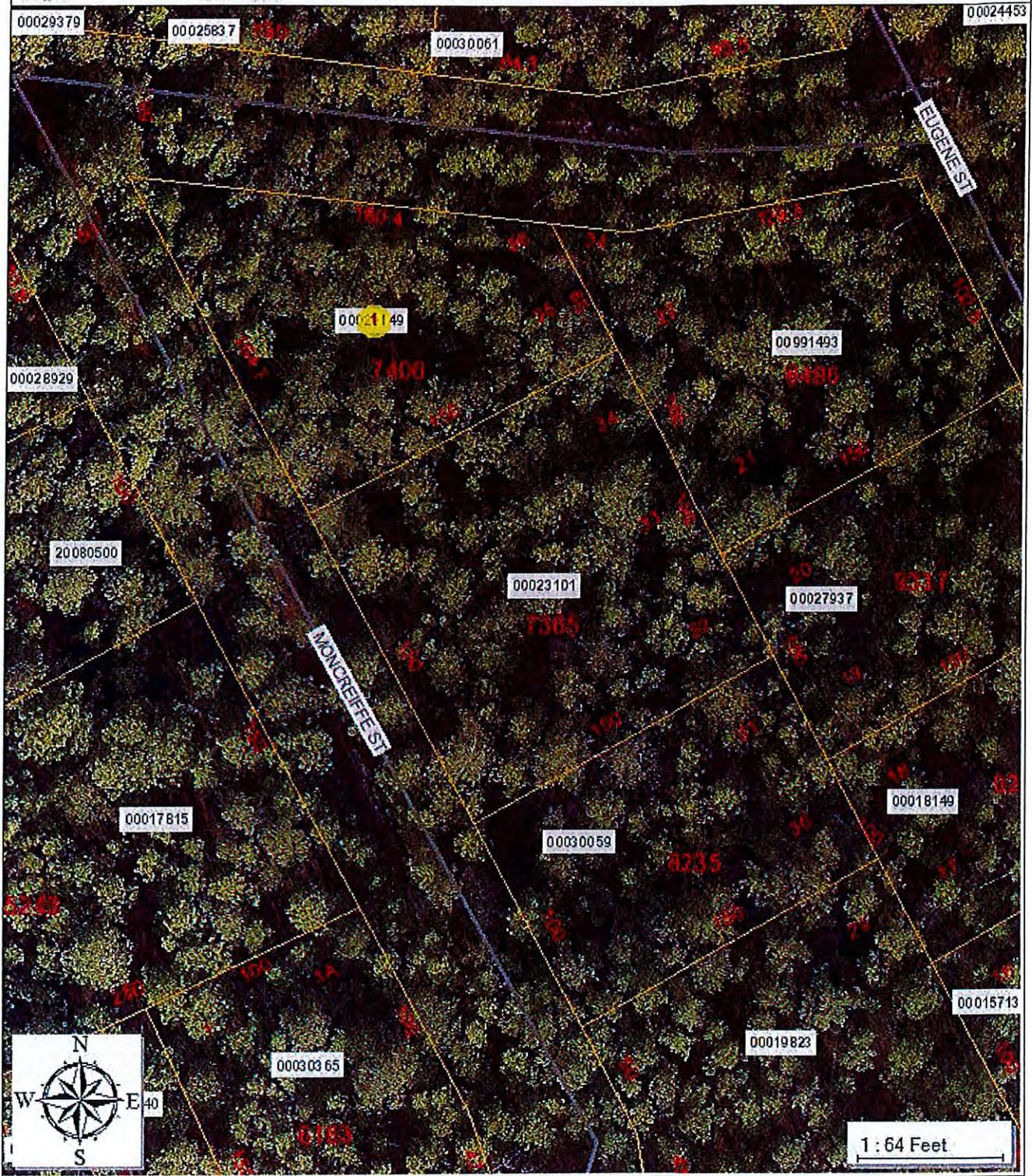
Moore\_intranet\_mgd  
Printed May 27, 2020  
See Below for Disclaimer



Welcome to the Moore County GIS system for County employees.



Moore\_intranet\_mgd  
Printed May 27, 2020  
See Below for Disclaimer



Welcome to the Moore County GIS system for County employees.

**PUBLIC NOTICE**  
**SALE OF COUNTY PROPERTY**

An offer of \$5,000.00 has been submitted for the purchase of certain property owned by the County of Moore known as "BLK H Lot 32-34," LRK#00023101, which is located at Pine Tree Road, Pinehurst, Moore County, North Carolina, and more particularly described as follows:

LOTS 32, 33 and 34, Block H, Section 3 of Pine View Manor Estates, a subdivision as shown by map or plat duly recorded in the office of the Register of Deeds of Moore County, North Carolina, in Plat Book 5, page 22.

Subject to restrictions, covenants and reservations as set out in that certain deed dated July 3, 1956, from Suburban Estates, Inc. to the Grantors therein and recorded March 21, 1958, in the office of the Register of Deeds of Moore County, North Carolina, in Book 222, page 104, and zoning or other municipal ordinances.

Persons wishing to upset the offer that has been received shall submit a bid with their offer to the office of the Clerk to the Board, 1 Courthouse Square, Carthage, NC 28327, by 5:00 P.M., August 18, 2020. At that time the clerk to the board shall review the bids, if any, and the highest qualifying bid will become the new offer. If there is more than one bid in the highest amount, the first such bid received will become the new offer.

A qualifying higher bid is one that raises the existing offer to an amount not less than \$5,300.00. In order for a bid to be considered, the bidder must be current on payment of all property taxes owed to the County.

A qualifying higher bid must be accompanied by a deposit in the amount of five percent (5%) of the bid. The deposit must be made in cash, by cashier's check, or by certified check. The County will return the deposit on any bid not accepted, and will return the deposit on an offer subject to upset if a qualifying higher bid is received. If the final high bidder refuses at any time to close sale, their deposit will be forfeited to the County.

The process of advertising and accepting upset bids will continue until a 10-day period has passed without any qualifying upset bid having been received. At that time, the amount of the final high bid will be reported to the Board of Commissioners.

The County Board of Commissioners must approve the final high offer before the sale is closed, which it will do within 90 days after the final upset bid period has passed. The County reserves the right to reject any and all bids at any time.

The buyer must pay with cash, by cashier's check, or by certified check at closing.

Inquiries about the property and the sale may be made to the Clerk to the Board, 1 Courthouse Square, Carthage, NC, or at telephone (910) 947-4006 during normal business hours.

**Agenda Item:** III.E.  
**Meeting Date:** 08/04/2020

**MEMORANDUM TO BOARD OF COMMISSIONERS:**

**FROM:** Tammy Schrenker, Director  
**DATE:** July 8, 2020  
**SUBJECT:** Contract with ASAP Transportation Services LLC  
**PRESENTER:** Tammy Schrenker

**REQUEST:**

DSS requests a contract for Non-Emergency Medicaid Transportation to be provided by ASAP Transportation Services LLC

**BACKGROUND:**

This contract is with ASAP Transportation Services LLC, 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:**

There is no financial impact to the County because ASAP Transportation will be paid directly through the NC TRACKS system.

**RECOMMENDATION SUMMARY:**

Make a motion that the Board of Commissioners approves the ASAP Transportation Services LLC.

**SUPPORTING ATTACHMENTS:**

Contract Documents

**Contract # 200008 Fiscal Year Begins 07/01/2020 Ends 06/30/2021**

This contract is hereby entered into by and between the Moore County Department of Social Services (the "County") and **ASAP Transportation Services LLC** (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number is **82-3235772** and DUNS Number (required if funding from a federal funding source) **047410120**.

**1. Contract Documents:** This Contract consists of the following documents:

- (1) This contract
- (2) The General Terms and Conditions (Attachment A)
- (3) The Scope of Work, description of services, and rate (Attachment B)
- (4) Combined Federal Certifications (Attachment C)
- (5) Conflict of Interest (Attachment D)
- (6) No Overdue Taxes (Attachment E)
- (7) Business Associate Addendum (Attachment I)
- (8) Certification of Transportation (Attachment J)
- (9) State Certification (Attachment M)
- (10) Non-Discrimination, Clean Air & Clear Water (Attachment N)
- (11) Contract Determination Questionnaire (required) (Attachment L)- *DSS will complete Attachment L.*

These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements.

**2. Precedence among Contract Documents:** In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

**3. Effective Period:** This contract shall be effective on **07/01/2020** and shall terminate on **06/30/2021**. This contract must be twelve months or less.

**4. Contractor's Duties:** The Contractor shall provide the services and in accordance with the approved rate as described in Attachment B, Scope of Work.

**5. County's Duties:** The County will schedule services as provided in Attachment B, Scope of Work, and will process any necessary documentation regarding those services to enable payment of the Contractor through NCTracks.

**6. Reversion of Funds:** Any unexpended grant funds shall revert to the County Department of Social Services upon termination of this contract.

**7. Reporting Requirements:** Contractor shall comply with audit requirements as described in N.C.G.S. § 143C-6-22 & 23 and OMB Circular- CFR Title 2 Grants and Agreements, Part 200, and shall disclose all information required by 42 USC 455.104, or 42 USC 455.105, or 42 USC 455.106.

**8. Fraud and False or Fraudulent or Related Acts:** The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

**9. Payment Provisions:** Payment shall be made in accordance with the Contract Documents as described in Attachment B, Scope of Work.

**10. Contract Administrators:** All notices permitted or required to be given by one Party to the other and all questions about the contract from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, post office 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, post office 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 County:**

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Krystale Strickland, Admin Officer	Name & Title	Krystale Strickland, Admin Officer
County	Moore County DSS	County	Moore County DSS
Mailing Address	Post Office Box 938	Street Address	1036 Carriage Oaks Drive
City, State, Zip	Carthage, NC 28327-0938	City, State, Zip	Carthage, NC 28327
Telephone	910-947-7450		
Fax	910-947-1618		
Email	kstrickland@moorecountync.gov		

**For the Contractor:**

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Shannon Adams, Owner	Name & Title	Shannon Adams Owner
Company Name	ASAP Transportation Services LLC	Company Name	ASAP Transportation Services LLC
Mailing Address	279 Sandhill Road	Street Address	
City State Zip	Rockingham, NC 28379	City State Zip	
Telephone	843-862-4277	Cell	
Fax	843-479-6984		
Email	asaptransportationservices1@gmail.com		

**11. Supplementation of Expenditure of Public Funds:**

The Contractor assures that funds received pursuant to this contract shall be used only to supplement, not to supplant, the total amount of federal, state and local public funds that the Contractor otherwise expends for contract services and related programs. Funds received under this contract shall be used to provide additional public funding for such services; the funds shall not be used to reduce the Contractor's total expenditure of other public funds for such services.

**12. Disbursements:** As a condition of this contract, the Contractor acknowledges and agrees to make disbursements in accordance with the following requirements:

- (a) Implement adequate internal controls over disbursements;
- (b) Pre-audit all vouchers presented for payment to determine:
  - Validity and accuracy of payment
  - Payment due date
  - Adequacy of documentation supporting payment
  - Legality of disbursement
- (c) Assure adequate control of signature stamps/plates;
- (d) Assure adequate control of negotiable instruments; and
- (e) Implement procedures to insure that account balance is solvent and reconcile the account monthly.

**13. Outsourcing to Other Countries:** The Contractor certifies that it has identified to the County all jobs related to the contract that have been outsourced to other countries, if any. The Contractor further agrees that it will not outsource any such jobs during the term of this contract without providing notice to the County.

**14. Federal Certifications:** Individuals and Organizations receiving federal funds must ensure compliance with certain certifications required by federal laws and regulations. The contractor is hereby complying with Certifications regarding Nondiscrimination, Drug-Free Workplace Requirements, Environmental Tobacco Smoke, Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions, and Lobbying. These assurances and certifications are to be signed by the contractor's authorized representative.

**15. No Obligation by the Federal Government:** The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the Contract.

**16. Compliance with Laws:** This is an acknowledgement that Federal financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal laws, regulations, executive orders, specific federal agency policies, procedures, and directives. 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.

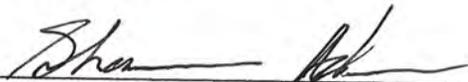
**17. Access to Records:** As a condition of this contract, the Contractor acknowledges and agrees to the following records requirements which apply:

- a. The Contractor agrees to provide the North Carolina Department of Public Safety, the County, the Federal Emergency Management Agency (FEMA) Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under this Contract.
- d. In compliance with the Disaster Recovery Act of 2018, the County, North Carolina Department of Public Safety and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal review by the FEMA Administrator or the Comptroller General of the United States.

**18. Signature Warranty:** The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement.

The Contractor and the County have executed this contract in duplicate originals, with one original being retained by each party.

**CONTRACTOR**

  
Shannon Adams, Owner

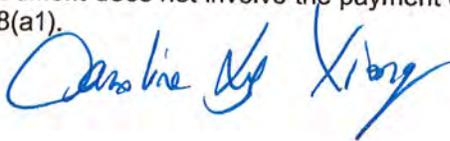
6/18/20  
Date

**COUNTY**

Francis R. Quis, Jr., Chairman, Moore County Board of Commissioners

Date

This instrument does not involve the payment of County funds and is not subject to the Preaudit Requirement of N.C.G.S. § 159-28(a1).



**GENERAL TERMS AND CONDITIONS****Relationships of the Parties**

**Independent Contractor:** The Contractor is and shall be deemed to be an independent contractor in the performance of this contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the County.

**Subcontracting:** The Contractor shall not subcontract any of the work contemplated under this contract without prior written approval from the County. Any approved subcontract shall be subject to all conditions of this contract. Only the subcontractors specified in the contract documents are to be considered approved upon award of the contract. The County shall not be obligated to pay for any work performed by any unapproved subcontractor. The Contractor shall be responsible for the performance of all of its subcontractors.

**Assignment:** No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the County may: (a) Forward the Contractor's payment check directly to any person or entity designated by the Contractor, or (b) Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check. In no event shall such approval and action obligate the County to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.

**Beneficiaries:** Except as herein specifically provided otherwise, this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this contract, and all rights of action relating to such enforcement, shall be strictly reserved to the County and the named Contractor. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the County and Contractor that any such person or entity, other than the County or the Contractor, receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

**Indemnity and Insurance**

**Indemnification:** The Contractor agrees to indemnify and hold harmless the County, the State of North Carolina, and any of their officers, agents and employees, and Federal Government from any claims of third parties arising out of any act or omission of the Contractor in connection with the

performance of this contract to the extent permitted by law.

**Default and Termination**

**Termination Without Cause:** The County may terminate this contract without cause by giving 30 days written notice to the Contractor.

**Termination for Cause:** If, through any cause, the Contractor shall fail to fulfill its obligations under this contract in a timely and proper manner, the County shall have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of the Contractor's breach of this agreement, and the County may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from such breach can be determined. In case of default by the Contractor, without limiting any other remedies for breach available to it, the County may procure the contract services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Contractor shall be an act of default under this contract.

**Waiver of Default:** Waiver by the County of any default or breach in compliance with the terms of this contract by the Contractor shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this contract unless stated to be such in writing, signed by an authorized representative of the County and the Contractor and attached to the contract.

**Availability of Funds:** The parties to this contract agree and understand that the payment of the sums specified in this contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the County.

**Force Majeure:** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

**Survival of Promises:** All promises, requirements, terms, conditions, provisions, representations,

guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

### Intellectual Property Rights

**Copyrights and Ownership of Deliverables:** All deliverable items produced pursuant to this contract are the exclusive property of the County. The Contractor shall not assert a claim of copyright or other property interest in such deliverables.

### Compliance with Applicable Laws

**Compliance with Laws:** The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

**Equal Employment Opportunity:** The Contractor shall comply with all federal and State laws relating to equal employment opportunity.

**Health Insurance Portability and Accountability Act (HIPAA):** The Contractor agrees that, if the County determines that some or all of the activities within the scope of this contract are subject to the Health Insurance Portability and Accountability Act of 1996, P.L. 104-91, as amended ("HIPAA"), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the County may require to ensure compliance.

### Confidentiality

**Confidentiality:** Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the County. The Contractor acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this contract.

**Data Security:** The Contractor shall adopt and apply data security standards and procedures that comply with all applicable federal, state, and local laws, regulations, and rules.

**Duty to Report:** The Contractor shall report a suspected or confirmed security breach to the County's Contract Administrator within twenty-four (24) hours after the breach is first discovered, provided that the Contractor shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the breach is first discovered.

During the performance of this contract, the contractor is to notify the County contract administrator of any contact by the federal Office for Civil Rights (OCR) received by the contractor.

**Cost Borne by Contractor:** If any applicable federal, state, or local law, regulation, or rule requires the County or the Contractor to give affected persons written notice of a security breach arising out of the Contractor's performance under this contract, the Contractor shall bear the cost of the notice.

### Oversight

**Access to Persons and Records:** The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7. Additionally, as the State funding authority, the Department of Health and Human Services shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

**Record Retention:** Records shall not be destroyed, purged or disposed of without the express written consent of the County. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to Federal policy and regulations, record retention may be longer than five years. Records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later. The record retention period for Temporary Assistance for Needy Families (TANF) and MEDICAID and Medical Assistance grants and programs must be retained for a minimum of ten years.

## Miscellaneous

**Choice of 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 North Carolina. The Contractor, by signing this contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

**Amendment:** This contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the County and the Contractor.

**Severability:** In the event that a court of competent jurisdiction holds that a provision or requirement of this contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this contract shall remain in full force and effect.

**Headings:** The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

**Gender and Number:** Masculine pronouns shall be read to include feminine pronouns and the singular of any word

Contract#200008 ASAP Transportation Services LLC or phrase shall be read to include the plural and vice versa.

**Time of the Essence:** Time is of the essence in the performance of this contract.

**Key Personnel:** The Contractor shall not replace any of the key personnel assigned to the performance of this contract without the prior written approval of the County. The term "key personnel" includes any and all persons identified as such in the contract documents and any other persons subsequently identified as key personnel by the written agreement of the parties.

**Care of Property:** The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this contract and will reimburse the County for loss of, or damage to, such property. At the termination of this contract, the Contractor shall contact the County for instructions as to the disposition of such property and shall comply with these instructions.

**Travel Expenses:** Reimbursement to the Contractor for travel mileage, meals, lodging and other travel expenses incurred in the performance of this contract shall not exceed the rates published in the applicable State rules or approved local government travel policy. International travel shall not be reimbursed under this contract.

**Sales/Use Tax Refunds:** If eligible, the Contractor and all subcontractors shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

**Advertising:** The Contractor shall not use the award of this contract as a part of any news release or commercial advertising.

A. CONTRACTOR INFORMATION

1. Contractor Agency Name: **ASAP Transportation Services LLC**
2. If different from Contract Administrator Information in General Contract:  
Address: **279 Sandhill Road**  
**Rockingham, NC 28379**  
Telephone Number: **843-862-4277** Fax Number: **843-479-6984**  
Email: **asaptransportationservices1@gmail.com** Cell Number: **N/A**
3. Name of Program (s): **Medicaid Transportation Services**
4. Status:  Public  Private, Not for Profit  Private, For Profit
5. Contractor's Financial Reporting Year: **January through December.**

B. Explanation of Services to be provided and to who (include SIS Service Code): **The Contractor will be Moore County Department of Social Services' secondary provider of non-emergency Medicaid transportation. The Contractor will provide non-emergency Medicaid transportation to citizens of Moore County who are approved by Medicaid and who are attending Medicaid covered appointments inside and outside of Moore County. The appointments shall be scheduled in the following manner:**

1. All appointments will be approved by Moore County Department of Social Services (MCDSS) prior to the provision of services.
2. Approval will be verified by the Contractor either through NCTracks or by e-mail confirming the pick-up and delivery of the Medicaid client to and/or from Medicaid covered appointments. If the verification is made through NCTracks, no e-mail confirmation is required.
3. If a Medicaid client should not show for an appointment, the Contractor shall inform MCDSS within 4 hours of the missed appointment(s).
4. The Contractor will contact the Medicaid client alerting them of their approximate time of pick-up.
5. The driver will alert the Medicaid client of their arrival at their home or the medical provider by using the vehicle's horn.
6. The driver should not wait more than 15 minutes for the Medicaid client to respond to the notice of arrival.
7. It is up to the Contractor if they will wait for the client once they are delivered to their appointment or arrange a pick up time, as long as the wait is no longer than 2 hours.
8. It is the responsibility of MCDSS to advise the Contractor of clients with special needs, i.e. wheelchairs, attendants, car seat requirements, etc.
9. It is not the responsibility of the Contractor to assist clients who are too feeble or impaired to get into or out of the car or van.
10. The Contractor will inform MCDSS if they feel that the client is in need of an attendant to assist them with medical appointments.
11. If a Medicaid client becomes belligerent or threatening, the Contractor may discharge the client at any point the driver believes that the client is endangering the driver or other riders.
12. If the Contractor discharges a rider, it must inform MCDSS within the hour.
13. MCDSS will issue the client a warning or a statement that they are no longer eligible to use the services of the Contractor.
14. If the driver refuses to pick up a client for any reason other than the client is a danger to the driver or other riders, the Contractor will not be reimbursed for any services.

- C. **NCTracks: The Contractor is responsible for establishing an account with NCTracks, North Carolina's multi-payer Medicaid Management Information System for the N.C. Department of Health and Human Services. The Contractor agrees and understands that it will be directly compensated by Medicaid through NCTracks for all services provided under this Contract. The Contractor agrees and understands that the County's responsibilities under this Contract are to schedule services for Medicaid Clients and to perform any data reconciliation necessary to enable the Contractor to be compensated through NCTracks. Further, the Contractor agrees and understands that neither the County of Moore nor its Department of Social Services is liable for the costs of any service provided under this Contract and that Contractor's sole means of compensation under this Contract is through NCTracks.**
- D. **Rate per unit of Service (define the unit): \$1.64 per mile**
- E. **Maximum number of units to be provided: N/A**
- F. **Details of Billing process and Time Frames: Unless otherwise required by the use of NCTracks, monthly invoices will be presented to Moore County Department of Social Services by the 5<sup>th</sup> day of the month following the provision of services. The invoice is for reconciliation purposes only and in no way alters the provisions of Section C, above. The invoice will include each client's name, Medicaid number, date of service(s), addresses of pick-up and drop-off locations of the Medicaid client, and mileage. The invoice should be arranged by Medicaid client name with a total for each Medicaid client.**
- G. **Area to be served/Delivery site(s): Medicaid clients' homes within Moore County and Medicaid providers inside and outside of Moore County, NC.**

**COUNTY OF MOORE**

---

**Francis R. Quis, Jr., Chairman**  
**Moore County Board of Commissioners**

**ASAP TRANSPORTATION SRVS LLC**




---

**Shannon Adams, Owner**

\_\_\_\_\_  
**Date**

6/18/20  
 \_\_\_\_\_  
**Date**

### FEDERAL CERTIFICATIONS

The undersigned states that:

1. He or she is the duly authorized representative of the Contractor named below;
2. He or she is authorized to make, and does hereby make, the following certifications on behalf of the Contractor, as set out herein:
  - a. The Certification Regarding Nondiscrimination;
  - b. The Certification Regarding Drug-Free Workplace Requirements;
  - c. The Certification Regarding Environmental Tobacco Smoke;
  - d. The Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions; and
  - e. The Certification Regarding Lobbying;
3. He or she has completed the Certification Regarding Drug-Free Workplace Requirements by providing the addresses at which the contract work will be performed;
4. [Check the applicable statement]
  - He or she has completed the attached **Disclosure Of Lobbying Activities** because the Contractor has made, or has an agreement to make, a payment to a lobbying entity 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 a covered Federal action;

OR

  - He or she has not completed the attached **Disclosure Of Lobbying Activities** because the Contractor has not made, and has no agreement to make, any payment to any lobbying entity for influencing or attempting to influence any officer or employee of any agency, any Member of Congress, any officer or employee of Congress, or any employee of a Member of Congress in connection with a covered Federal action.
5. The Contractor shall require its subcontractors, if any, to make the same certifications and disclosure.

Shan Ad  
Signature

Owner  
Title

ASAP Transportation Services LLC  
Contractor Name

6/18/20  
Date

[This Certification Must be Signed by the Same Individual Who Signed the Proposal Execution Page]

#### I. Certification Regarding Nondiscrimination

The Contractor certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

**II. Certification Regarding Drug-Free Workplace Requirements**

1. The Contractor certifies that it will provide a drug-free workplace by:
  - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's 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:
    - i. The dangers of drug abuse in the workplace;
    - ii. The Contractor's policy of maintaining a drug-free workplace;
    - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - c. Making it a requirement that each employee be engaged in the performance of the agreement 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 agreement, the employee will:
    - i. Abide by the terms of the statement; and
    - ii. 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 Department within ten days after receiving notice under subparagraph (d)(ii) 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)(ii), with respect to any employee who is so convicted:
    - i. Taking appropriate personnel action against such an employee, up to and including termination; or
    - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
  - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
2. The sites for the performance of work done in connection with the specific agreement are listed below (list all sites; add additional pages if necessary):

**Address**

Street: **1036 Carriage Oaks Drive**

---

City, State, Zip Code: **Carthage, Moore County, North Carolina 28327**

---

Street: **279 Sandhill Road**

---

City, State, Zip Code: **Rockingham, North Carolina, 28379**

---

3. Contractor will inform the Department of any additional sites for performance of work under this agreement.
4. False certification or violation of the certification may be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment. 45 C.F.R. 82.510.

### III. Certification Regarding Environmental Tobacco Smoke

Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000.00 per day and/or the imposition of an administrative compliance order on the responsible entity.

**The Contractor certifies** that it will comply with the requirements of the Act. The Contractor further agrees that it will require the language of this certification be included in any subawards that contain provisions for children's services and that all subgrantees shall certify accordingly.

### IV. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

#### Instructions

[The phrase "prospective lower tier participant" means the Contractor.]

1. By signing and submitting this document, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originate may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant will provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 45 CFR Part 76. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

### **Certification**

1. **The prospective lower tier participant certifies**, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

### **V. Certification Regarding Lobbying**

**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 any 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, 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 Federally funded contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form SF-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) who receive federal funds of \$100,000.00 or more and that all subrecipients shall certify and disclose accordingly.
4. 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 \$10,000.00 and not more than \$100,000.00 for each such failure.

### **VI. Disclosure Of Lobbying Activities**

#### **Instructions**

This disclosure form shall be completed by the reporting entity, whether sub awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

1. Identify the status of the covered Federal action.
2. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
3. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub awardee, e.g., the first sub awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
4. If the organization filing the report in Item 4 checks "Sub awardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
5. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
6. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
7. Enter the most appropriate Federal Identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
8. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
9. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).
10. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
11. Check the appropriate boxes. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
12. Check the appropriate boxes. Check all boxes that apply. If other, specify nature.
13. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
14. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
15. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D. C. 20503

Contract#200008 ASAP Transportation Services LLC

## Disclosure Of Lobbying Activities

(Approved by OMB 0344-0046)

**Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352**

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract</p> <p><input type="checkbox"/> b. grant</p> <p><input type="checkbox"/> c. cooperative agreement</p> <p><input type="checkbox"/> d. loan</p> <p><input type="checkbox"/> e. loan guarantee</p> <p><input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. Bid/offer/application</p> <p><input type="checkbox"/> b. Initial Award</p> <p><input type="checkbox"/> c. Post-Award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial filing</p> <p><input type="checkbox"/> b. material change</p> <p><b>For Material Change Only:</b></p> <p>Year _____ Quarter _____</p> <p>Date Of Last Report: _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime</p> <p><input type="checkbox"/> Sub awardee Tier (if known) _____</p> <p>Congressional District (if known) _____</p>	<p>5. If Reporting Entity in No. 4 is Sub awardee, Enter Name and Address of Prime:</p> <p>Congressional District (if known) _____</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number (if applicable) _____</p>	
<p>8. Federal Action Number (if known)</p>	<p>9. Award Amount (if known) \$</p>	
<p>10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):</p> <p style="text-align: center;"><i>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</i></p>	<p>b. Individuals Performing Services (including address if different from No. 10a.) (last name, first name, MI):</p> <p style="text-align: center;"><i>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</i></p>	
<p>11. Amount of Payment (check all that apply):</p> <p>\$ _____ € actual € planned</p>	<p>13. Type of Payment (check all that apply):</p> <p><input type="checkbox"/> a. retainer</p> <p><input type="checkbox"/> b. one-time fee</p> <p><input type="checkbox"/> c. commission</p> <p><input type="checkbox"/> d. contingent fee</p> <p><input type="checkbox"/> e. deferred</p> <p><input type="checkbox"/> f. other; specify: _____</p>	
<p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash</p> <p><input type="checkbox"/> b. In-kind; specify: Nature _____ Value _____</p>		
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Services, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11 <i>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</i>:</p>		
<p>15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>16. Information requested through this form is authorized by title 31 U. S. C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U. S. C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: <u>Shannon Adams</u></p> <p>Print Name: <u>Shannon Adams</u></p> <p>Title: <u>Owner</u></p> <p>Telephone No: <u>843-862-4277</u> Date: <u>6/18/20</u></p>	
<p>Federal Use Only</p>		<p>Authorized for Local Reproduction Standard Form - LLL</p>

**CONFLICT OF INTEREST ACKNOWLEDGEMENT AND POLICY**

State of South Carolina

County Chesterfield

I, Michelle Rayfield, Notary Public for said County and State, certify that

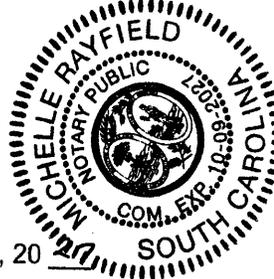
Shannon Adams personally appeared before me this day and acknowledged

that he/she is ASAP Transportation Services LLC of \_\_\_\_\_ [name of Organization]

and by that authority duly given and as the act of the Organization, affirmed that the foregoing Conflict of Interest Policy was adopted by the Board of Directors/Trustees or other governing body in a meeting held on the 25 day of June, 2020.

Sworn to and subscribed before me this 25 day of June, 2020

[Signature]  
(Official Seal)



Notary Public

My Commission expires 10-09, 2021

**Instruction for Organization:**

**Sign and attach the following pages after adopted by the Board of Directors/Trustees or other governing body OR replace the following with the current adopted conflict of interest policy.**

ASAP Transportation Services LLC  
Name of Organization

[Signature]  
Signature of Organization Official

**Conflict of Interest Policy Example**

The Board of Directors/Trustees or other governing persons, officers, employees or agents are to avoid any conflict of interest, even the appearance of a conflict of interest. The Organization's Board of Directors/Trustees or other governing body, officers, staff and agents are obligated to always act in the best interest of the organization. This obligation requires that any Board member or other governing person, officer, employee or agent, in the performance of Organization duties, seek only the furtherance of the Organization mission. At all times, Board members or other governing persons, officers, employees or agents, are prohibited from using their job title, the Organization's name or property, for private profit or benefit.

A. The Board members or other governing persons, officers, employees, or agents of the Organization should neither solicit nor accept gratuities, favors, or anything of monetary value from current or potential contractors/vendors, persons receiving benefits from the Organization or persons who may benefit from the actions of any Board member or other governing person, officer, employee or agent. This is not intended to preclude bona-fide Organization fund raising-activities.

B. A Board or other governing body member may, with the approval of Board or other governing body, receive honoraria for lectures and other such activities while not acting in any official capacity for the Organization. Officers may, with the approval of the Board or other governing body, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. Employees may, with the prior written approval of their supervisor, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. If a Board or other governing body member, officer, employee or agent is acting in any official capacity, honoraria received in connection with activities relating to the Organization are to be paid to the Organization.

C. No Board member or other governing person, officer, employee, or agent of the Organization shall participate in the selection, award, or administration of a purchase or contract with a vendor where, to his knowledge, any of the following has a financial interest in that purchase or contract:

1. The Board member or other governing person, officer, employee, or agent;
2. Any member of their family by whole or half blood, step or personal relationship or relative-in-law;
3. An organization in which any of the above is an officer, director, or employee;
4. A person or organization with whom any of the above individuals is negotiating or has any arrangement concerning prospective employment or contracts.

D. **Duty to Disclosure** – Any conflict of interest, potential conflict of interest, or the appearance of a conflict of interest is to be reported to the Board or other governing body or one's supervisor immediately.

E. **Board Action** – When a conflict of interest is relevant to a matter requiring action by the Board of Directors/Trustees or other governing body, the Board member or other governing person, officer, employee, or agent (person(s)) must disclose the existence of the conflict of interest and be given the opportunity to disclose all material facts to the Board and members of committees with governing board delegated powers considering the possible conflict of interest. After disclosure of all material facts, and after any discussion with the person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

In addition, the person(s) shall not participate in the final deliberation or decision regarding the matter under consideration and shall leave the meeting during the discussion of and vote of the Board of Directors/Trustees or other governing body.

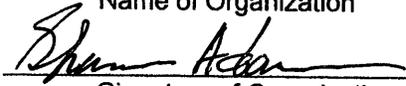
F. **Violations of the Conflicts of Interest Policy** -- If the Board of Directors/Trustees or other governing body has reasonable cause to believe a member, officer, employee or agent has failed to disclose actual or possible conflicts of interest, it shall inform the person of the basis for such belief and afford the person an opportunity to explain the alleged failure to disclose. If, after hearing the person's response and after making further investigation as warranted by the circumstances, the Board of Directors/Trustees or other governing body determines the member, officer, employee or agent has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

**G. Record of Conflict** -- The minutes of the governing board and all committees with board delegated powers shall contain:

1. The names of the persons who disclosed or otherwise were found to have an actual or possible conflict of interest, the nature of the conflict of interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.
2. The names of the persons who were present for discussions and votes relating to the transaction or arrangement that presents a possible conflict of interest, the content of the discussion, including any alternatives to the transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Approved by:

ASAP Transportation Services LLC  
Name of Organization

  
Signature of Organization Official

6/18/20  
Date

# Attachment E – No Overdue Tax Debts

**Instructions:** Grantee/Provider should complete this certification for all funds received. Entity should enter appropriate data in the yellow highlighted areas. The completed and signed form must be provided to the County Department of Social Services/Human Services.

## ASAP Transportation Services LLC

Date of Certification \_\_\_\_\_

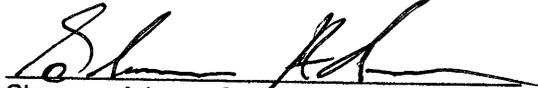
To: Moore County Department of Social Services

**Certification:**

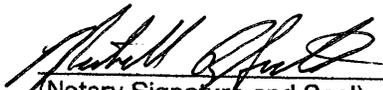
I certify that ASAP Transportation Services LLC does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. I further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S.) 143C101b.

**Sworn Statement:**

I, Shannon Adams, being duly sworn, state that I am the owner of ASAP Transportation Services LLC of Rockingham, in the State of North Carolina, and that the foregoing certification is true, accurate and complete to the best of my knowledge and was made and subscribed by me. I also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

  
Shannon Adams, Owner

Sworn to and subscribed before me on the day of the date of said certification.

  
(Notary Signature and Seal)



My Commission Expires: 10-09-2027

<sup>1</sup> G.S. 105-243.1 defines: Overdue tax debt. – Any part of a tax debt that remains unpaid 90 days or more after the notice of final assessment was mailed to the taxpayer. The term does not include a tax debt, however, if the taxpayer entered into an installment agreement for the tax debt under G.S. 105237 within 90 days after the notice of final assessment was mailed and has not failed to make any payments due under the installment agreement.”

## ATTACHMENT I

### MOORE COUNTY DEPARTMENT OF SOCIAL SERVICES BUSINESS ASSOCIATE ADDENDUM

This Agreement is made effective the **1st day of July, 2020**, by and between Moore County Department of Social Services ("Covered Entity") and **ASAP Transportation Services LLC** ("Business Associate") (collectively the "Parties").

#### 1. BACKGROUND

- a. Covered Entity and Business Associate are parties to a contract entitled **ASAP Transportation Services LLC** (the "Contract"), whereby Business Associate agrees to perform certain services for or on behalf of Covered Entity.
- b. Covered Entity is an organizational unit of the Moore County that has been designated in whole or in part by the County as a health care component for purposes of the HIPAA Privacy and Security Rules.
- c. The relationship between Covered Entity and Business Associate is such that the Parties believe Business Associate is or may be a "business associate" within the meaning of the HIPAA Privacy and Security Rules.
- d. The Parties enter into this Business Associate Addendum to the Contract with the intention of complying with the HIPAA Privacy and Security Rules provision that a covered entity may disclose electronic protected health information or other protected health information to a business associate, and may allow a business associate to create or receive electronic protected health information or other protected health information on its behalf, if the covered entity obtains satisfactory assurances that the business associate will appropriately safeguard the information.

#### 2. DEFINITIONS

Unless some other meaning is clearly indicated by the context, the following terms shall have the following meaning in this Agreement:

- a. "Electronic Protected Health Information" shall have the same meaning as the term "electronic protected health information" in 45 CFR 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- b. "HIPAA" means the Administrative Simplification Provisions, Sections 261 through 264, of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.
- c. "Individual" shall have the same meaning as the term "individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- d. "Privacy and Security Rules" shall mean the Standards for Privacy of Individually Identifiable Health Information and the Security Standards for the Protection of Electronic Protected Health Information set out in 45 CFR part 160 and part 164, subparts A and E.
- e. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- f. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR 164.103.
- g. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his designee.

- h. "Security Incident" shall have the same meaning as the term "security incident" in 45 CFR 164.304.
- i. Unless otherwise defined in this Agreement, terms used herein shall have the same meaning as those terms have in the Privacy and Security Rules.

### **3. OBLIGATIONS OF BUSINESS ASSOCIATE**

- a. Business Associate agrees to not use or disclose electronic protected health information or other protected health information other than as permitted or required by this Agreement or as required by law.
- b. Business Associate agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information and other protected health information that it creates, receives, maintains, or transmits on behalf of Covered Entity, as required by the Privacy and Security Rules.
- c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of electronic protected health information or other protected health information by Business Associate in violation of the requirements of this Agreement.
- d. Business Associate agrees to report to Covered Entity (i) any use or disclosure of electronic protected health information or other protected health information not provided for by this Agreement of which it becomes aware and (ii) any security incident of which it becomes aware.
- e. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides electronic protected health information and/or other protected health information received from, or created or received by Business Associate on behalf of Covered Entity (i) agrees to be bound by the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information, and (ii) agrees to implement reasonable and appropriate safeguards to protect such information.
- f. Business Associate agrees to provide access, at the request of Covered Entity, to electronic protected health information and other protected health information in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR 164.524.
- g. Business Associate agrees, at the request of Covered Entity, to make any amendment(s) to electronic protected health information and other protected health information in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 CFR 164.526.
- h. Unless otherwise prohibited by law, Business Associate agrees to make internal practices, books, and records, including policies and procedures concerning electronic protected health information and other protected health information, relating to the use and disclosure of electronic protected health information and other protected health information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Secretary, in a time and manner designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy and Security Rules.
- i. Business Associate agrees to document such disclosures of electronic protected health information and other protected health information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of electronic protected health information and other protected health information in accordance with 45 CFR 164.528, and to provide this information to Covered Entity or an individual to permit such a response.

### **4. PERMITTED USES AND DISCLOSURES**

- a. Except as otherwise limited in this Agreement or by other applicable law or agreement, if the Contract permits, Business Associate may use or disclose electronic protected health information and other protected health information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Contract, provided that such use or disclosure:
  - 1) would not violate the Privacy and Security Rules if done by Covered Entity; or
  - 2) would not violate the minimum necessary policies and procedures of the Covered Entity.
- b. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may use electronic protected health information and other protected health information as necessary for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- c. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may disclose electronic protected health information and other protected health information for the proper management and administration of the Business Associate, provided that:
  - 1) disclosures are required by law; or
  - 2) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- d. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may use electronic protected health information and other protected health information to provide data aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).
- e. Notwithstanding the foregoing provisions, Business Associate may not use or disclose electronic protected health information or other protected health information if the use or disclosure would violate any term of the Contract or other applicable law or agreements.

## 5. TERM AND TERMINATION

- a. Term. This Agreement shall be effective as of the effective date stated above and shall terminate when the Contract terminates.
- b. Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity may, at its option:
  - 1) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement and services provided by Business Associate, to the extent permissible by law, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
  - 2) Immediately terminate this Agreement and services provided by Business Associate, to the extent permissible by law; or
  - 3) If neither termination nor cure is feasible, report the violation to the Secretary as provided in the Privacy and Security Rules.
- c. Effect of Termination.
  - 1) Except as provided in paragraph (2) of this section or in the Contract or by other applicable law or agreements, upon termination of this Agreement and services provided by Business Associate, for any reason, Business Associate shall return or destroy all electronic protected health information and other protected health information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to electronic protected health information and other protected health information that is in the possession of subcontractors or agents of Business Associate.

Business Associate shall retain no copies of the electronic protected health information or other protected health information..

- 2) In the event that Business Associate determines that returning or destroying the electronic protected health information or other protected health information is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction not feasible. Business Associate shall extend the protections of this Agreement to such electronic protected health information and other protected health information and limit further uses and disclosures of such electronic protected health information and other protected health information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such electronic protected health information and other protected health information.

## 6. GENERAL TERMS AND CONDITIONS

- a. This Agreement amends and is part of the Contract.
- b. Except as provided in this Agreement, all terms and conditions of the Contract shall remain in force and shall apply to this Agreement as if set forth fully herein.
- c. In the event of a conflict in terms between this Agreement and the Contract, the interpretation that is in accordance with the Privacy and Security Rules shall prevail. In the event that a conflict then remains, the Contract terms shall prevail so long as they are in accordance with the Privacy and Security Rules.
- d. A breach of this Agreement by Business Associate shall be considered sufficient basis for Covered Entity to terminate the Contract for cause.

### SIGNATURES:



---

**Shannon Adams, Owner**  
**ASAP Transportation Services LLC**

---

**Francis R. Quis, Jr., Chairman**  
**Moore County Board of Commissioners**

**ATTACHMENT J**

**CERTIFICATION REGARDING TRANSPORTATION**

Moore County Department of Social Services

By execution of this Agreement the Contractor certifies that it will provide safe client transportation by:

1. Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be at least 18 years of age;
2. Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be licensed to operate the specific vehicle used in transporting clients in accordance with Chapter 20-7 of the General Statutes of North Carolina and the Division of Motor Vehicle requirements;
3. Insuring that all vehicles transporting clients shall have at least the minimum level of liability insurance appropriate for the type of vehicle as defined by Article 7, Rule R2-36 of the North Carolina Utilities Commission;
4. Insuring that the contractor shall have written policies and procedures regarding how drivers handle and report client emergencies and/or vehicle crashes involving clients to contractor and how contractor notifies the Moore County Department of Social Services;
5. Insuring that no more than one quarter of one percent of all trips be missed by the contractor during the course of the contract period; *(Medicaid only)*
6. Insuring that that no more than five percent (5%) of trips should be late for recipient drop off to their appointment per month; *(Medicaid only)*
7. Contractor will maintain records documenting the following *(County may require contractor to provide)*:
  - a. Valid current copies of Drivers License for all drivers;
  - b. Current valid Vehicle Registration, for all vehicles transporting clients;
  - c. Driving records for all drivers for the past three years and with annual updates;
  - d. Criminal Background checks through North Carolina Law Enforcement or NCIC prior to employment and every three years thereafter;
  - e. Alcohol and Drug Testing policy to meet the Federal Transit Authority guidelines.
8. Disclosing, at the outset of the contract, upon renewal and upon request, any criminal convictions or other reasons for disqualifications from participation in Medicare, Medicaid or Title XX programs *(signature on this form confirms this statement)*.

  
\_\_\_\_\_  
Signature

*Owner*  
\_\_\_\_\_  
Title

ASAP Transportation Services LLC 6/18/20  
Agency/Organization Date

## State Certifications

### Contractor Certifications Required by North Carolina Law

**Instructions:** The person who signs this document should read the text of the statutes and Executive Order listed below and consult with counsel and other knowledgeable persons before signing. The text of each North Carolina General Statutes and of the Executive Order can be found online at:

- Article 2 of Chapter 64: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter\\_64/Article\\_2.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf)
- G.S. 133-32: <http://www.ncga.state.nc.us/gascripts/statutes/statutelookup.pl?statute=133-32>
- Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009): <http://www.ethicscommission.nc.gov/library/pdfs/Laws/EO24.pdf>
- G.S. 105-164.8(b): [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_105/GS\\_105-164.8.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_105/GS_105-164.8.pdf)
- G.S. 143-48.5: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter\\_143/GS\\_143-48.5.html](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-48.5.html)
- G.S. 143-59.1: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143/GS\\_143-59.1.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf)
- G.S. 143-59.2: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143/GS\\_143-59.2.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.2.pdf)
- G.S. 143-133.3: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter\\_143/GS\\_143-133.3.html](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-133.3.html)
- G.S. 143B-139.6C: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143B/GS\\_143B-139.6C.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143B/GS_143B-139.6C.pdf)

### Certifications

- (1)
- (2) Pursuant to G.S. 133-32 and Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009), the undersigned hereby certifies that the Contractor named below is in compliance with, and has not violated, the provisions of either said statute or Executive Order.
- (3) Pursuant to G.S. 143-48.5 and G.S. 143-133.3, the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: [www.uscis.gov](http://www.uscis.gov)
- (4) Pursuant to G.S. 143-59.1(b), the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:
- (a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); and
- (b) [check one of the following boxes]
- Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; or
- The Contractor or one of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 but the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax
- (6) Pursuant to G.S. 143B-139.6C, the undersigned hereby certifies that the Contractor will not use a former employee, as defined by G.S. 143B-139.6C(d)(2), of the North Carolina Department of Health and Human Services in the administration of a contract with the Department in violation of G.S. 143B-139.6C and that a violation of that statute shall void the Agreement.
- (7) The undersigned hereby certifies further that:
- (a) He or she is a duly authorized representative of the Contractor named below;
- (b) He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and
- (c) He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1 and -59.2 shall be guilty of a Class I felony.

Contractor's Name: ASAP Transportation Services LLC  
Contractor's Authorized Agent: Signature [Signature] Date 6-25-20  
Printed Name Shannon Adams Title Owner  
Witness: Signature [Signature] Date 6-25-20  
Printed Name Michelle Rayfield Title Personal Banker

The witness should be present when the Contractor's Authorized Agent signs this certification and should sign and date this document immediately thereafter.

ATTACHMENT N

Moore County Department of Social Services/Human Services

CERTIFICATION REGARDING NONDISCRIMINATION, CLEAN AIR ACT,  
CLEAN WATER ACT

**Certification Regarding Nondiscrimination**

**The Contractor certifies** that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

**The Contractor** must comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations (41 CFR Part 60): The Executive Order prohibits federal contractors and federally-assisted construction contractors and subcontractors who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires Government contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.

Meaningful Access for LEP Individuals: **The Contractor** that participate in the SNAP must take reasonable steps to ensure that LEP persons have meaningful access to programs, services, and benefits. This includes the requirement to provide bilingual program information and certification materials and interpretation services to single language minorities in certain project areas. SNAP Contractors that do not provide meaningful access for LEP individuals risk violating prohibitions against discrimination based on National Origin in the Food and Nutrition Act of 2008, as amended, Title VI of the Civil Rights Act of 1964 (Title VI) and SNAP program regulations at 7 CFR 272A(b). They also risk noncompliance with the USDA policy guidance titled, "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons", published in 79 FR 70771 - 70784 (November 28, 2014).

**The Contractor** should develop an implementing plan to address the language assistance needs of the LEP population served. This may include contracting for oral interpretation services, hiring bilingual staff, arranging telephone interpreters and/or language lines, coordinating community volunteers, translating vital documents, and providing written notice that language services are available in appropriate languages. Quality and accuracy of the language service is critical in order to avoid serious consequences to the LEP person and to the recipient. LEP needs should be considered in developing budgets and front line staff should understand how to obtain language assistance services. For additional assistance and information regarding LEP matters, please also visit <http://www.lep.gov>.

**Ensuring Equal Opportunity Access for Persons with Disabilities:** **The Contractor** must also ensure equal opportunity access for persons with disabilities. This includes ensuring that communications with applicants, participants, members of the public, and companions with disabilities are as effective as communications with people without disabilities. Contractors that do not provide persons with disabilities equal opportunity access to programs may risk violating prohibitions against disability discrimination in the Rehabilitation Act of 1978, the American with Disabilities Act (ADA) of 1990, as amended, and SNAP program regulations. DOJ published revised final regulations implementing Title II and Title III of the ADA on September 15, 2010. These regulations are codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities". In accordance with the implementing regulations, Contractors must provide auxiliary aids and services where necessary to ensure effective communication and equal opportunity access to program benefits for individuals with disabilities. The type of auxiliary aids and services required will vary, but a Contractor may not require an individual with a disability to bring another individual to interpret, and may rely on a person accompanying a disabled individual only in limited circumstances. When a Contractor communicates with applicants and beneficiaries by telephone, it must provide text telephone services (ITY) or have access to an equally effective electronic telecommunications system to communicate with individuals who are deaf, hard of hearing, or hearing impaired. Contractors must also ensure that interested persons, including persons with impaired vision or hearing, can obtain information as to the existence and location of accessible services, activities, and facilities. For more information, please visit the ADA website: <http://www.ada.gov>.

#### **IV. The Clean Air Act, Section 306; 42 U.S.C. §7401 et seq. (1970)**

- a. No Federal agency may enter into any contract with any person who is convicted of any offense under section 113(c) for the procurement of goods, materials, and services to perform such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such a conviction has been corrected. For convictions arising under section 113(c)(2), the condition giving rise to the conviction also shall be considered to include any substantive violation of this Act associated with the violation of 113(c)(2). The Administrator may extend this prohibition to other facilities owned or operated by the convicted person.
- b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a).
- c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's air, the President shall, not more than 180 days after enactment of the Clean Air Amendments of 1970 cause to be issued an order (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
- d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
- e. The President shall annually report to the Congress on measures taken toward implementing the purpose and intent of this section, including but not limited to the progress and problems associated with implementation of this section. [42 U.S.C. 7606]



III.F.  
**Agenda Item:**  
**Meeting Date: August 4, 2020**

**MEMORANDUM TO BOARD OF COMMISSIONERS:**

**FROM:** Moore County Health Department

**DATE:** August 40, 2020

**SUBJECT:** FY20-21 School Nurse Funding Initiative Contract between the County of Moore and the Moore County Schools.

**PRESENTER:** Health Director, Robert R. Wittmann, MPH

**REQUEST:** The Moore County Health Department requests the Moore County Board of Commissioners to approve and authorize the Chairman of the Moore County Commissioners to sign the School Nurse Funding Initiative Contract for FY20-21 in the amount of \$50,000.

**BACKGROUND:** The FY20-21 School Nurse Funding Initiative Contract between the County of Moore and the Moore County Schools is for \$50,000 and requires Board of Commissioner approval. This contract has been reviewed and approved by the Moore County Attorney's Office and pre-audited by Moore County Finance Department.

**IMPLEMENTATION PLAN:**

Upon approval by the Moore County Board of Commissioners, the Health Director will work with the County of Moore and Moore County Schools to take the necessary steps to implement this contract.

**FINANCIAL IMPACT STATEMENT:**

No local funds are required for this contract from the County of Moore. All funding is from a state grant.

**RECOMMENDATION SUMMARY:**

Adoption of a motion to approve the requested contract between the County of Moore and the Moore County Schools in the amount of \$50,000 for FY20-21 using funding from the state School Nurse Funding Initiative Grant.

**SUPPORTING ATTACHMENTS:**

- (1) FY20-21 School Nurse Funding Initiative Contract between the County of Moore and the Moore County Schools.
- (2) FY20-21 Division of Public Health Agreement Addendum for the School Nurse Funding Initiative Grant between the County of Moore and the North Carolina Department of Health and Human Services.

**Contract for School Nursing Services  
Between the  
County of Moore and Moore County Schools .**

June 1, 2020 – May 31, 2021

This agreement between the County of Moore, hereinafter referred to as the "County" and Moore County Schools, hereinafter referred to as "MCS" is entered into for the purpose of providing school nursing services to the students of the Moore County School System.

**WHEREAS**, both the County and MCS mutually agree that the purpose of providing school nursing services is to promote the optimal health and well-being of all students in Moore County Public Schools, and

**WHEREAS**, both the County and MCS mutually agree that the long-term purpose of these funds is to provide full-time nursing services to each school in the system, and

**WHEREAS**, both the County and MCS mutually agree that the School Nurse Funding Initiative (SNFI) enacted by the General Assembly is a useful step toward the goal of having a nurse to student ratio that meets a national and state recommendation of 1:750, and

**WHEREAS**, both the County and MCS mutually agree to continue providing school nursing services as specified in the annually developed "Memorandum of Agreement between the Moore County Health Department and Moore County Schools;"

**NOW, THEREFORE**, in consideration of the premises and the following mutual covenants and conditions and any sums to be paid, the County and MCS agree as follows:

**The County agrees:**

1. To provide funds not to exceed \$50,000 to MCS for the purpose of supporting one 10-month nationally certified school nurse, or registered nurse working toward certification, to provide school nursing services for the 2020-2021 school year.
2. That the funds will be paid monthly upon submission of an invoice that specifies an amount not to exceed actual personnel and other allowable costs incurred, and that the County shall pay MCS-contractor within thirty (30) days of receipt of the invoice. Any adjustments to the invoice shall be taken into account in the next succeeding invoice or as soon thereafter as reasonably practical.
3. That the funds may be used only for personnel costs (salary and fringe) and continuing education costs up to \$750 per SNFI position.

**MCS agrees:**

1. To provide a detailed budget (Attachment III) to the County by MCS that specifies the planned monthly invoice amount for each position funded.

2. To utilize funds not to exceed \$50,000 for the purpose of supporting one 10-month nationally certified school nurse, or registered nurse working toward certification, to provide school nursing services for the 2020-2021 school year.
3. To comply with assurances in Attachment I.
4. The nurse(s) will provide direct nursing services to students within one or more schools following the scope of service in Attachment II.
5. To submit an invoice to the County monthly that specifies an amount not to exceed personnel and other allowable costs incurred for the period and is consistent with the monthly invoice plan.
4. To provide adequate space, computer equipment and supplies for the designated position through other funds at a level comparable to the support provided to all school nurses supported by the County and/or MCS.
5. To inform the County of the employment of the nurses, and in the event of termination, whether voluntary or involuntary, and the date of termination within 4 working days of such action.
6. To maintain documentation that each nurse employed under this contract is and remains current in his/her licensure as a Registered Nurse in good standing with the North Carolina Board of Nursing.
7. To provide supervision within the Subcontract consistent with the annual Memorandum of Agreement.
8. To assume the full responsibility for negligence of its employees that provide nursing services under the terms of this Subcontract for the contracted positions and for all nurses employed directly by MCS but functioning under the direction of the annual Memorandum of Agreement or Understanding (MOA/MOU).

This contract shall be in effect for the period June 1, 2020 through May 31, 2021 and is renewable annually thereafter. Either party may terminate this contract with or without cause upon 30 days written notice.

**[SIGNATURES ON THE FOLLOWING PAGE]**

COUNTY OF MOORE

ATTEST:

Francis Quis, Chair  
Moore County Board of Commissioners

Laura M. Williams  
Clerk to the Board

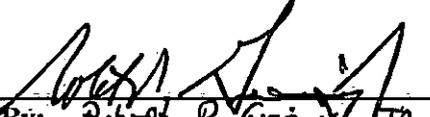
PREAUDIT CERTIFICATE (COUNTY OF MOORE)

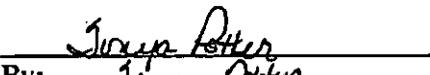
This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Finance Officer

MOORE COUNTY SCHOOLS

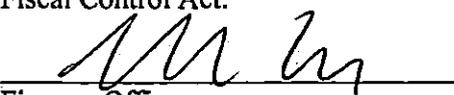
ATTEST:

  
By: Robert P. Grimes, Jr.  
Title: Superintendent

  
By: Jonna Potter  
Title: Clk. Asst.

PREAUDIT CERTIFICATE (MOORE COUNTY SCHOOLS)

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

  
Finance Officer

**Attachment I**

**ASSURANCES**

(To be initialed by Superintendent of MCS)

Initials

Assure that these contracted funds will not be used to supplant existing federal, State, or local funds supporting school nurse positions. Communities will maintain current level of effort and funding for school nurses.

Assure that school nurses will be allowed to participate in required trainings.

**Attachment II****Scope of Work****I. Background:**

School nurses play a critical role in promoting the health and safety of young people and helping them to establish lifelong healthy behaviors which can result in minimizing the effects of chronic health problems including obesity, diabetes and other chronic conditions that impact readiness to learn. School nurses are often the initial care providers for many student health issues. Access to school nursing services can be limited by the number of local school nurses serving the student population (school nurse to student ratio).

**II. Purpose:**

This Subcontract improves the school nurse to student ratio in the school district to increase access to school nursing services and to have a positive impact on improving children's health and their readiness to learn. Funds will be used to employ nationally certified school nurse(s), or registered nurse(s) working toward national certification, to work full time in local schools and enhance the local capacity to provide basic health services to students.

**III. Scope of Work and Deliverables:**

1. The Subcontracting Agency shall employ nationally certified school nurse(s) or registered nurse(s) working toward national certification, to work full time in the local schools.
2. Submit a signed work plan for each SNFI nurse, no later than one month from hire for new SNFI nurses, or by a date set by the DPH Regional School Health Nurse Consultant (RSHNC) and agreed upon by the LHD for returning nurses no later than 30 days after the start of school, using the FY 2021 work plan template provided by the RSHNC.
  - A. The work plan shall address the delivery of basic health services, including activities, strategies and goals within, but not limited to, the following areas:
    - a) Preventing and responding to communicable disease outbreaks.
    - b) Developing and implementing plans for emergency medical assistance for students and staff.
    - c) Supervising specialized clinical services and associated health teaching for students with chronic conditions and other special health needs.
    - d) Administering, delegating where appropriate, and providing oversight and evaluation of medication administration and associated health teaching for other school staff who provide this service.
    - e) Providing or arranging for routine health assessments, such as vision, hearing, or dental screening, and follow-up of referrals.

- f) Assuring that federal and state mandated health related activities are completed, which includes but is not limited to: Health Assessments for students new to NC public schools, immunization compliance reports, blood-borne pathogen control plan (OSHA) requirements, services under Section 504, Individuals with Disabilities Education Act, Healthy Active Children (GCS-S-000) requirements for school health advisory councils, and other mandated laws, rules and regulations pertaining to school health.

AND, as required by HB 200 SL 2011-145 Section 10.22 (b), school nurses funded by School Nurse Funding Initiative (SNFI) do not assist in any instructional or administrative duties associated with a school's curriculum and do perform all of the following with respect to school health programs:

- g) Serve as coordinator of the health services program in their assigned schools and provide nursing care.
- h) Provide health education to students, staff, and parents.
- i) Identify health and safety concerns in the school environment and promote a nurturing school environment.
- j) Support healthy food services programs.
- k) Promote healthy physical education, sports policies, and practices.
- l) Provide health counseling, assess mental health needs, provide interventions, and refer students to appropriate school staff or community agencies.
- m) Promote community involvement in assuring a healthy school and serve as school liaison to a health advisory committee.
- n) Provide health education and counseling and promote healthy activities and a healthy environment for school staff.
- o) Be available to assist the county health department during a public health emergency as defined in an MOU.

B. The work plan shall also outline the certification plan the nurse(s) will use toward completing degree and certification requirements, if not already certified. The nurse(s) must be certified no later than three years from the date of employment as a school nurse in North Carolina. The certification plan will be updated with the RSHNC in January and June of each school year.

C. Work plan progress will be monitored via annual site visits conducted by the RSHNC.

#### **IV. Performance Measures/Reporting Requirements:**

MCS shall:

1. Employ, or assure employment of, nationally certified school nurse(s) or registered nurse(s), who will be certified within program requirement period, to work full time in the assigned LEA.

2. Sign and submit to the RSHNC an annual written work plan to assure the provision of basic health services, within parameters indicated in Paragraph 2 of Section III.
3. Notify the RSHNC in the Division of Public Health (DPH) within four working days after initial hire or replacement hire for any SNFI nurse position, on a form that is supplied by the DPH Program Contact during the service period of the subcontract. This notification must include all items listed on the form, including information about nursing education and certification.
4. Notify the RSHNC within four working days if the SNFI nurse position becomes vacant, by means of the School Nurse Staff Change Notification Form supplied by DPH. The form must include the plan to recruit for this position.
5. Upon hiring, assure that those nurses hired into this position are duly registered by the North Carolina Board of Nursing and fully permitted to practice in the State of North Carolina.
6. Provide data to the Local Education Agency (LEA) for inclusion in the North Carolina Annual Survey of Public School Health Services. The data must be provided to the LEA in time for its submission of the report to the RSHNC prior to the conclusion of the academic year.
7. Assure that every newly hired School Nurse Funding Initiative nurse will be provided with paid time and reimbursement of costs associated with attendance or participation in continuing education, at the same level of cost reimbursement provided to other professional school employees. Up to \$750 of SNFI funding may be budgeted for participation in professional development workshops or conferences. The school nurse(s) must participate in the School Nursing: Roles and Responsibilities Workshop series. This includes both the on-line orientation course at the start of employment and the didactic completion course at the next available offering, unless previously attended within five years. If the nurse(s) has (have) previously attended that workshop, assure that the school nurse(s) will be allowed to participate in a School Nurse Certification review course, a Pediatric Physical Assessment for School Nurses Workshop, or the Annual School Nurse Conference.
8. Collaborate with the School Health Nurse Consultants on DPH initiatives to help implementation at the local level (e.g., school nurse care management, immunization initiatives).
9. Assure that SNFI nurse(s) employed through this subcontract will be supported at the same level as other school nurse(s) in the LEA, including such things as providing adequate space, computer equipment, supplies, and in-district travel expenses.
10. For any SNFI nurse who is not certified at the time of hire, submit a certification plan (as part of the work plan) that describes the plan to achieve certification, including timelines for achieving education and certification goals. This certification plan must be updated at least twice annually and show

progress towards the goals, as indicated in paragraph 2B of Section III of this document, until the nurse is certified.

11. Assure that the Memorandum of Agreement that exists between all health departments and LEAs clearly addresses emergency and disaster preparedness and response, states that emergency and disaster service by SNFI nurses is an allowable use of their time and states the way SNFI nurses are to be made available to assist the Local Health Department during a public health emergency. The following should be addressed for emergency and disaster preparedness and response:
  - A. Areas of responsibility and oversight
  - B. Liability issues
  - C. Responsible party for cost of non-health department staff providing shelter duty.
  - D. Training for specific roles in emergencies
  - E. Periodic assessment and evaluation of emergency plans
  - F. School nurses' roles and responsibilities during emergency and disaster response
12. Assure that the priority of the allocation during a full year supports salary and fringe benefits for the SNFI nurse(s). Where the allocation exceeds the amount needed to fully fund the SNFI nurse(s) salary and fringe benefits, lapsed salary and fringe benefits may be used to support training as described in Paragraph 8 above. **No other expenditures are allowable using this allocation.**
13. Assure that if salaries and fringe benefits exceed the state allocation, local funds will be used. If more than one position is allocated, state funds provided for the positions can be combined. This will allow use of more than \$50,000 (annual allocation per position) for a position if education and experience qualify one nurse for more than \$50,000 and another for less than \$50,000.
14. Provide accurate contact information and timely notification of changes in contact information of key contacts, including school nurse supervisor, SNFI nurse, contract program administrator, and contract fiscal officer.
15. Provide notification to the RSHNC, within four working days, regarding any change in local school nurse full time equivalencies or assignment that might be expected to reduce access by students to basic health services provided by the SNFI nurse through changing the local school nurse to student ratio.
16. Provide a copy of the subcontract and attachments to the DPH Program Contact upon execution, that includes detail regarding the LEA invoicing schedule and amounts planned for expenditure reimbursement.

**V. Performance Monitoring and Quality Assurance:**

1. **The Subcontracting Agency shall adhere to the following service quality measures for this subcontract:**
  - A. Service is provided by a nationally certified school nurse(s). If the nurse(s) hired with these funds is (are) not nationally certified, service is provided by a registered nurse(s) working towards certification. This requirement

shall be completed no later than the date of completion of three years of employment as a school nurse in North Carolina.

- B. Services are provided in accordance with standards established by the North Carolina Nurse Practice Act and the North Carolina Board of Nursing. The North Carolina School Health Program Manual, latest edition, shall be consulted as a resource, as well as the Scope and Standards of School Nursing, latest edition, developed by American Nurses Association and National Association of School Nurses.
  - C. Services are provided in a culturally sensitive manner.
  - D. Services are provided with adherence to federal law in relation to privacy of student records, following both HIPAA (Health Insurance Portability and Accountability Act) and FERPA (Family Educational Rights and Privacy Act), as applicable. Where HIPAA and FERPA may appear to be in conflict, FERPA shall be followed regarding records that become part of the student's educational record; US Department of Education and North Carolina Department of Public Instruction guidelines are resources.
2. **This subcontract will be monitored according to the following plan:**
- A. The DPH Regional School Health Nurse Consultants (RSHNC) will review budgets and expenditures to assure that funds are spent according to the approved plan on a monthly basis.
  - B. The RSHNC will monitor vacancies, recruitment, hiring, and certification status or progress towards certification.
  - C. The RSHNC will maintain regular contact (email, phone, and on-site) with the Local Health Department to review progress on contract deliverables no less than twice a year.
  - D. Deliverables, as outlined in this subcontract, will be monitored via submission of the signed work plan for each SNFI nurse, reported progress on certification for non-certified school nurses, and annual site visits by the RSHNC. A sub-recipient monitoring report will be completed by the DPH program staff and a copy made available to the Local Health Director. The report will demonstrate assurance that program goals are being addressed and that all deliverables are on target to be met. If the report indicates failure to adhere to deliverables in this subcontract, the Local Health Director or designee will work with the RSHNC to develop a corrective action plan. If the corrective action does not meet contract requirements, the DPH may take action resulting in cessation of funding.

**VI. Funding Guidelines or Restrictions:**

- 1. The Subcontracting Agency shall use funds only for salary, fringe benefits and to support continuing education and required school nurse training.
- 2. The Subcontracting Agency shall assure that these funds will not supplant existing funds supporting school nurse positions. Communities will maintain current level of effort and funding for school nurses.

3. Vacancies that exist longer than six months may cause a Corrective Action Plan to be issued and may result in loss of funding.
4. When subcontracting with other employers (such as an LEA, hospital or Alliance), the draw down may be no more than is billed monthly to the Local Health Department without prior approval of the DPH Program Contact.

## Attachment III

## BUDGET

## SNFI Subcontract Budget

## I. SALARIES

Position Title	Name	Annual Salary	Type Position	Amount Paid by MCS	Amount Paid by State Contract
School Nurse	Kacey McClester	\$42,900	10-Month	\$0	\$42,900
<b>TOTAL SALARY PAID BY CONTRACT</b>					<b>\$42,900</b>

The total of salary and fringe paid by this Contract may not exceed \$50,000.

## II. FRINGE

Position Title	Name	Rate (%)	Amount Paid by MCS	Amount Paid by State Contract
School Nurse	Kacey McClester	Retirement 21.44 %	\$5,379.61	\$3,818.15
		FICA 7.65 %	\$	\$3,281.85
		Medical \$6,647	\$6,647	\$0
		Other		\$0
<b>TOTAL FRINGE PAID BY CONTRACT</b>				<b>\$7,100</b>

Fringe amounts may change due to longevity or other factors that the employee may be eligible for during the school year. The total of salary and fringe paid by this Contract may not exceed \$50,000.

## III. Other, Training Related

<b>STAFF TRAVEL</b>				
In-State		Total miles	Cost per mile	Total Cost
In-state Mileage				\$
		Number of nights	Cost per night	Total Cost
In-state Lodging				\$
	<b># of breakfasts</b>	<b># of lunches</b>	<b># of dinners</b>	<b>Total Cost (State rate)</b>
State funded Meals, Instate				\$
Conference Registration				0.00

If no funds are available after covering salary and fringe benefits for the position, leave Other Allowable Costs at \$0. If funds are available, the Other Allowable Costs are limited to \$750. See the Scope of Work for Allowable Costs.

#### IV. Invoice Schedule

The Table below indicates the planned monthly invoice amounts that reflect salary and fringe if all positions are filled. It is understood that adjustments will be needed if vacancies occur. Total monthly salary and fringe amount per position should be invoiced until Program 803 funds have been expended using local funds later in the year, if needed to supplement.

Invoice Month	803 Amount
July 2020	\$0
August 2020	\$5,000
September 2020	\$5,000
October 2020	\$5,000
November 2020	\$5,000
December 2020	\$5,000
January 2021	\$5,000
February 2021	\$5,000
March 2021	\$5,000
April 2021	\$5,000
May 2021	\$5,000
June 2021	\$0
803 Fund Total	\$50,000



Carolina Public Schools 2018-2019) students and a 1:1,021 School Nurse to Student Ratio (2018-2019) overall.

**II. Purpose:**

This Agreement Addendum improves the school nurse to student ratio in the school district to increase access to school nursing services and have a positive impact on improving children's health and their readiness to learn. Funds will be used to employ nationally certified school nurse(s), or registered nurse(s) working toward national certification, to work full time in local schools and enhance the local capacity to provide basic health services to students.

**The long-term program outcome supported by this Agreement Addendum is:**

For Moore County Health Department to decrease the Moore County Schools nurse to student ratio from 1:974 (at most) to 1:750 to have a positive impact on improving children's health and their readiness to learn.

**The short-term and/or interim outcomes of this Agreement Addendum are:**

1. Reduce the nurse to student ratio in Moore County Schools from 1:974 to 1:905.
2. Improve access to basic health services for 100% of students served.

**III. Scope of Work and Deliverables:**

The Local Health Department shall, for approximately 905 students, (per LEA ratio):

1. Employ, or assure employment of, 1 nationally certified school nurse(s) or registered nurse(s) working toward national certification, to work full time,

School Nurse Assignment	# SNFI Nurses
Moore County Schools	1

2. Submit a signed work plan for each SNFI nurse, no later than one month from hire for new SNFI nurses, or by a date set by the DPH Regional School Health Nurse Consultant (RSHNC) and agreed upon by LHD for returning nurses no later than 30 days after the start of school, using the FY 2021 work plan template provided by the RSHNC.
  - A. The work plan shall address the delivery of basic health services, including activities, strategies and goals within, but not limited to, the following areas:
    - a. Preventing and responding to communicable disease outbreaks;
    - b. Developing and implementing plans for emergency medical assistance for students and staff;
    - c. Supervising specialized clinical services and associated health teaching for students with chronic conditions and other special health needs;
    - d. Administering, delegating where appropriate, and providing oversight and evaluation of medication administration and associated health teaching for other school staff who provide this service;
    - e. Providing or arranging for routine health assessments, such as vision, hearing, or dental screening, and follow-up of referrals; and
    - f. Assuring that federal and state mandated health related activities are completed, which includes but is not limited to: Health Assessments, Immunization Status Reports, blood-borne pathogen control plan (OSHA) requirements, services under Section 504, Individuals with Disabilities Education Act, Healthy Active Children (GCS-S-000) requirements for School Health Advisory Councils, and other mandated laws, rules and regulations pertaining to school health.

AND, as required by HB 200 SL 2011-145 Section 10.22 (b), school nurses funded by School Nurse Funding Initiative (SNFI) do not assist in any instructional or administrative duties

associated with a school's curriculum and do perform all of the following with respect to school health programs:

- g. Serve as coordinator of the health services program in their assigned schools and provide nursing care;
- h. Provide health education to students, staff, and parents;
- i. Identify health and safety concerns in the school environment and promote a nurturing school environment;
- j. Support healthy food services programs;
- k. Promote healthy physical education, sports policies, and practices;
- l. Provide health counseling, assess mental health needs, provide interventions, and refer students to appropriate school staff or community agencies;
- m. Promote community involvement in assuring a healthy school and serve as school liaison to a health advisory committee;
- n. Provide health education and counseling and promote healthy activities and a healthy environment for school staff;
- o. Be available to assist the county health department during a public health emergency.

B. The work plan shall also outline the certification plan the nurse(s) will use toward completing degree and certification requirements, if not already certified. The nurse(s) must be certified no later than three years from the date of employment as a school nurse in North Carolina. The certification plan will be updated with the RSHNC in January and June of each school year.

C. Work plan progress will be monitored via annual site visits conducted by the RSHNC.

#### **IV. Performance Measures/Reporting Requirements:**

The Local Health Department shall:

1. Employ, or assure employment of nationally certified school nurse(s) or registered nurse(s) to work full time in the assigned LEA.
2. Sign and submit to the RSHNC an annual written work plan to assure the provision of basic health services, within parameters indicated in Paragraph 2 of Section III.
3. Submit to the RSHNC, within 30 days of a position being made vacant, a recruitment plan for any SNFI nurse position that is vacated during the service period of this Agreement Addendum.
4. Notify the RSHNC in the Division of Public Health (DPH) within four working days after initial hire or replacement hire for any SNFI nurse position, on a form that is supplied by the DPH Program Contact during the service period of the Agreement Addendum. This notification must include all items listed on the form, including information about nursing education and certification.
5. Notify the RSHNC within four working days if the SNFI nurse position becomes vacant, by means of the School Nurse Staff Change Notification Form supplied by DPH. The form must include the plan to recruit for this position.
6. Upon hiring, assure that those nurses hired into this position are duly registered by the North Carolina Board of Nursing and fully permitted to practice in the State of North Carolina.
7. Provide data to the Local Education Agency (LEA) for inclusion in the North Carolina Annual Survey of Public School Health Services. The data must be provided to the LEA in time for its submission of the report to the RSHNC prior to the conclusion of the academic year.
8. Assure that every newly hired School Nurse Funding Initiative nurse will be provided with paid time and reimbursement of costs associated with attendance or participation in continuing education, at

the same level of cost reimbursement provided to other professional school employees. Up to \$750 of SNFI funding may be budgeted for participation in professional development workshops or conferences. The school nurse(s) must participate in the School Nursing: Roles and Responsibilities Workshop series. This includes both the on-line orientation course at the start of employment and the didactic completion course at the next available offering, unless previously attended within five years. If the nurse(s) has (have) previously attended that workshop, assure that the school nurse(s) will be allowed to participate in a School Nurse Certification review course, a Pediatric Physical Assessment for School Nurses Workshop, or the Annual School Nurse Conference.

9. Collaborate with the School Health Nurse Consultants on DPH initiatives to help implementation at the local level (e.g., school nurse care management, immunization initiatives).
10. Assure that SNFI nurse(s) employed through this Agreement Addendum will be supported at the same level as other school nurse(s) in the LEA, including such things as providing adequate space, computer equipment, supplies, and in-district travel expenses.
11. For any SNFI nurse who is not certified at the time of hire, submit a certification plan (as part of the work plan) that describes the plan to achieve certification, including timelines for achieving education and certification goals. This certification plan must be updated at least twice annually and show progress towards the goals, as indicated in paragraph 2B of Section III of this document, until the nurse is certified.
12. Assure that the Memorandum of Agreement that exists between all health departments and LEAs clearly addresses emergency and disaster preparedness and response, states that emergency and disaster service by SNFI nurses is an allowable use of their time, and states the way SNFI nurses are to be made available to assist the Local Health Department during a public health emergency. The following should be addressed for emergency and disaster preparedness and response:
  - A. Areas of responsibility and oversight
  - B. Liability issues
  - C. Training for specific roles in emergencies
  - D. Periodic assessment and evaluation of emergency plans
  - E. School nurses' roles and responsibilities during emergency and disaster response
13. Assure that the priority of the allocation during a full year supports salary and fringe benefits for the SNFI nurse(s). Where the allocation exceeds the amount needed to fully fund the SNFI nurse(s) salary and fringe benefits, lapsed salary and fringe benefits may be used to support training as described in Paragraph 8 above. **No other expenditures are allowable using this allocation.**
14. Assure that if salaries and fringe benefits exceed the state allocation, local funds will be used. If more than one position is allocated, state funds provided for the positions can be combined. This will allow use of more than \$50,000 (annual allocation per position) for a position if education and experience qualify one nurse for more than \$50,000 and another for less than \$50,000.
15. Provide accurate contact information and timely notification of changes in contact information of key contacts, including school nurse supervisor, SNFI nurse, contract program administrator, and contract fiscal officer.
16. Provide notification to the RSHNC, within four working days, should a change in local school nurse full time equivalencies or assignment be expected to reduce access by students to basic health services provided by the SNFI nurse through changing the local school nurse to student ratio.

**V. Performance Monitoring and Quality Assurance:**

1. **The Local Health Department shall adhere to the following service-quality measures for this Agreement Addendum:**
  - A. Service is provided by a nationally certified school nurse(s). If the nurse(s) hired with these funds is (are) not nationally certified, service is provided by a registered nurse(s) working towards certification. This requirement shall be completed no later than the date of completion of three years of employment as a school nurse in North Carolina.
  - B. Services are provided in accordance with standards established by the North Carolina Nurse Practice Act and the North Carolina Board of Nursing. The North Carolina School Health Program Manual, latest edition, shall be consulted as a resource, as well as the Scope and Standards of School Nursing developed by American Nurses Association and National Association of School Nurses.
  - C. Services are provided in a culturally sensitive manner.
  - D. Services are provided with adherence to federal law in relation to privacy of student records, following both HIPAA (Health Insurance Portability and Accountability Act) and FERPA (Family Educational Rights and Privacy Act), as applicable. Where HIPAA and FERPA may appear to be in conflict, FERPA shall be followed regarding records that become part of the student's educational record; US Department of Education and North Carolina Department of Public Instruction guidelines are resources.
2. **This Agreement Addendum will be monitored according to the following plan:**
  - A. The DPH Regional School Health Nurse Consultants (RSHNC) will review budgets and expenditures to assure that funds are spent according to the approved plan on a monthly basis.
  - B. The RSHNC will monitor vacancies, recruitment, hiring, and certification status or progress towards certification.
  - C. The RSHNC will maintain regular contact (email, phone, and on-site) with the Local Health Department to review progress on contract deliverables no less than twice a year.
  - D. Deliverables, as outlined in this Agreement Addendum, will be monitored via submission of the signed work plan for each SNFI nurse, reported progress on certification for non-certified school nurses, and annual site visits by the RSHNC. A sub-recipient monitoring report will be completed by the DPH program staff and a copy made available to the Local Health Director. The report will demonstrate assurance that program goals are being addressed and that all deliverables are on target to be met. If the report indicates failure to adhere to deliverables in this Agreement Addendum, the Local Health Director or designee will work with the RSHNC to develop a corrective action plan. If the corrective action does not meet contract requirements, the DPH may take action resulting in cessation of funding.

**VI. Funding Guidelines or Restrictions:**

1. **Requirements for pass-through entities:** In compliance with *2 CFR §200.331 – Requirements for pass-through entities*, the Division provides Federal Award Reporting Supplements to the Local Health Department receiving federally funded Agreement Addenda.
  - A. **Definition:** A Supplement discloses the required elements of a single federal award. Supplements address elements of federal funding sources only; state funding elements will not be included in the Supplement. Agreement Addenda (AAs) funded by more than one federal award will receive a disclosure Supplement for each federal award.
  - B. **Frequency:** Supplements will be generated as the Division receives information for federal grants. Supplements will be issued to the Local Health Department throughout the state fiscal

year. For federally funded AAs, Supplements will accompany the original AA. If AAs are revised and if the revision affects federal funds, the AA Revisions will include Supplements. Supplements can also be sent to the Local Health Department even if no change is needed to the AA. In those instances, the Supplements will be sent to provide newly received federal grant information for funds already allocated in the existing AA.

2. The Local Health Department shall use funds only for salary, fringe benefits and to support continuing education and required school nurse training.
3. The Local Health Department shall assure that these funds will not supplant existing funds supporting school nurse positions. Communities will maintain current level of effort and funding for school nurses.
4. Vacancies that exist longer than six months may cause a Corrective Action Plan to be issued and may result in loss of funding.
5. Funds shall be drawn down each month to support the SNFI nurse salary, fringe benefits, and continuing education. If SNFI funds are used when subcontracting with other employers (such as an LEA or hospital), the draw down shall be consistent with the amount billed to the Local Health Department.

Supplement reason:  In AA+BE or AA+BE Rev -OR-  -

CFDA #: 93.994 Federal awd date: 7/18/19 Is award R&D? no FAIN: B04MC32561 Total amount of fed awd: \$ 4,361,561

CFDA name: Maternal and Child Health Services  
 Fed award project description: Maternal and Child Health Services  
 Fed awarding agency: DHHS, Health Resources and Services Administration  
 Federal award indirect cost rate: n/a %

Subrecipient	Subrecipient DUNS	Fed funds for This Supplement	Total of All Fed Funds for This Activity	Subrecipient	Subrecipient DUNS	Fed funds for This Supplement	Total of All Fed Funds for This Activity
Alamance	965194483	=	=	Jackson	019728518	=	=
Albemarle	130537822	58786	58786	Johnston	097599104	=	=
Alexander	030495105	=	=	Jones	095116935	=	=
Anson	847163029	=	=	Lee	067439703	=	=
Appalachian	780131541	=	=	Lenoir	042789748	=	=
Beaufort	091557776	=	=	Lincoln	086869336	=	=
Bladen	084171628	=	=	Macon	070626825	=	=
Brunswick	091571349	=	=	Madison	831052873	=	=
Buncombe	879203560	=	=	MTW	087204173	=	=
Burke	883321205	=	=	Mecklenburg	074498353	=	=
Cabarrus	143408289	=	=	Montgomery	025384603	=	=
Caldwell	948113402	=	=	Moore	050988146	=	=
Carteret	058735804	=	=	Nash	050425677	=	=
Caswell	077846053	=	=	New Hanover	040029563	=	=
Catawba	083677138	=	=	Northampton	097594477	=	=
Chatham	131356607	=	=	Onslow	172663270	=	=
Cherokee	130705072	=	=	Orange	139209659	=	=
Clay	145058231	=	=	Pamlico	097600456	=	=
Cleveland	879924850	=	=	Pender	100955413	=	=
Columbus	040040016	=	=	Person	091563718	=	=
Craven	091564294	=	=	Pitt	080889694	=	=
Cumberland	123914376	=	=	Polk	079067930	=	=
Dare	082358631	=	=	Randolph	027873132	=	=
Davidson	077839744	=	=	Richmond	070621339	=	=
Davie	076526651	=	=	Robeson	082367871	=	=
Duplin	095124798	=	=	Rockingham	077847143	=	=
Durham	088564075	=	=	Rowan	074494014	=	=
Edgecombe	093125375	=	=	Sampson	825573975	=	=
Foothills	782359004	=	=	Scotland	091564146	=	=
Forsyth	105316439	=	=	Stanly	431060829	28570	28570
Franklin	084168632	=	=	Stokes	085442705	=	=
Gaston	071062186	=	=	Surry	077821858	=	=
Graham	020952383	=	=	Swain	146437553	=	=
Granville-Vance	063347626	=	=	Toe River	113345201	=	=
Greene	091564591	=	=	Transylvania	030494215	=	=
Gulford	071563613	=	=	Union	079051637	=	=
Halifax	014305957	=	=	Wake	019625961	=	=
Hamett	091565986	=	=	Warren	030239953	=	=
Haywood	070620232	=	=	Wayne	040036170	=	=
Henderson	085021470	=	=	Wilkes	067439950	=	=
Hoke	091563643	=	=	Wilson	075585695	=	=
Hyde	832526243	=	=	Yadkin	089910624	=	=
Iredell	074504507	=	=				

DPH-Aid-To-Counties

For Fiscal Year: 20/21

Budgetary Estimate Number: 0

Activity 803	AA	1332 5358 00	1332 5358 AP	1332 5358 AP	Proposed Total	New Total
Service Period		06/01-05/31	06/01-05/31	02/01-05/31		
Payment Period		07/01-06/30	07/01-06/30	03/01-06/30		
01 Alamance	* 0	100,000	0	0	100,000	100,000
01 Albemarle	* 0	347,120	51,440	51,440	450,000	450,000
02 Alexander	* 0	150,000	0	0	150,000	150,000
04 Anson		0	0	0	0	0
02 Appalachian	* 0	250,000	0	0	250,000	250,000
07 Beaufort	* 0	250,000	0	0	250,000	250,000
09 Bladen	* 0	250,000	0	0	250,000	250,000
10 Brunswick	* 0	150,000	0	0	150,000	150,000
11 Buncombe	* 0	150,000	0	0	150,000	150,000
12 Burke	* 0	100,000	0	0	100,000	100,000
13 Cabarrus	* 0	50,000	0	0	50,000	50,000
14 Caldwell	* 0	100,000	0	0	100,000	100,000
16 Carteret	* 0	50,000	0	0	50,000	50,000
17 Caswell	* 0	200,000	0	0	200,000	200,000
18 Catawba	* 0	200,000	0	0	200,000	200,000
19 Chatham	* 0	100,000	0	0	100,000	100,000
20 Cherokee	* 0	100,000	0	0	100,000	100,000
22 Clay	* 0	50,000	0	0	50,000	50,000
23 Cleveland	* 0	200,000	0	0	200,000	200,000
24 Columbus	* 0	400,000	0	0	400,000	400,000
25 Craven		0	0	0	0	0
26 Cumberland	* 0	189,406	0	0	189,406	189,406
28 Dare		0	0	0	0	0
29 Davidson	* 0	400,000	0	0	400,000	400,000
30 Davie	* 0	50,000	0	0	50,000	50,000
31 Duplin		0	0	0	0	0
32 Durham	* 0	100,000	0	0	100,000	100,000
33 Edgecombe	* 0	250,000	0	0	250,000	250,000
07 Foothills	* 0	400,000	0	0	400,000	400,000
34 Forsyth	* 0	100,000	0	0	100,000	100,000
35 Franklin	* 0	150,000	0	0	150,000	150,000
36 Gaston	* 0	100,000	0	0	100,000	100,000
38 Graham	* 0	50,000	0	0	50,000	50,000
D3 Gran-Vance	* 0	200,000	0	0	200,000	200,000
40 Greene		0	0	0	0	0
41 Guilford	* 0	100,000	0	0	100,000	100,000
42 Halifax	* 0	250,000	0	0	250,000	250,000
43 Harnett	* 0	150,000	0	0	150,000	150,000
44 Haywood	* 0	100,000	0	0	100,000	100,000
45 Henderson	* 0	100,000	0	0	100,000	100,000
46 Hertford		0	0	0	0	0
47 Hoke	* 0	150,000	0	0	150,000	150,000
48 Hyde		0	0	0	0	0
49 Iredell	* 0	100,000	0	0	100,000	100,000
50 Jackson	* 0	50,000	0	0	50,000	50,000
51 Johnston	* 0	100,000	0	0	100,000	100,000
52 Jones	* 0	50,000	0	0	50,000	50,000
53 Lee	* 0	150,000	0	0	150,000	150,000
54 Lenoir	* 0	150,000	0	0	150,000	150,000
55 Lincoln	* 0	150,000	0	0	150,000	150,000
56 Macon	* 0	150,000	0	0	150,000	150,000

57 Madison	* 0	150,000	0	0	150,000	150,000
D4 M-T-W	* 0	200,000	0	0	200,000	200,000
60 Mecklenburg	* 0	50,000	0	0	50,000	50,000
62 Montgomery	* 0	100,000	0	0	100,000	100,000
63 Moore	* 0	50,000	0	0	50,000	50,000
64 Nash	* 0	250,000	0	0	250,000	250,000
65 New Hanover		0	0	0	0	0
66 Northampton	* 0	150,000	0	0	150,000	150,000
67 Onslow	* 0	100,000	0	0	100,000	100,000
68 Orange		0	0	0	0	0
69 Pamlico		0	0	0	0	0
71 Pender	* 0	150,000	0	0	150,000	150,000
73 Person	* 0	150,000	0	0	150,000	150,000
74 Pitt	* 0	250,000	0	0	250,000	250,000
75 Polk	* 0	150,000	0	0	150,000	150,000
76 Randolph	* 0	250,000	0	0	250,000	250,000
77 Richmond	* 0	150,000	0	0	150,000	150,000
78 Robeson	* 0	250,000	0	0	250,000	250,000
79 Rockingham	* 0	200,000	0	0	200,000	200,000
80 Rowan	* 0	100,000	0	0	100,000	100,000
05 R-P-M		0	0	0	0	0
82 Sampson	* 0	400,000	0	0	400,000	400,000
83 Scotland		0	0	0	0	0
84 Stanly	* 0	50,000	25,000	25,000	100,000	100,000
85 Stokes	* 0	150,000	0	0	150,000	150,000
86 Surry	* 0	250,000	0	0	250,000	250,000
87 Swain		0	0	0	0	0
D6 Toe River	* 0	250,000	0	0	250,000	250,000
88 Transylvania	* 0	50,000	0	0	50,000	50,000
90 Union	* 0	50,000	0	0	50,000	50,000
92 Wake	* 0	50,000	0	0	50,000	50,000
93 Warren	* 0	150,000	0	0	150,000	150,000
96 Wayne	* 0	250,000	0	0	250,000	250,000
97 Wilkes	* 0	150,000	0	0	150,000	150,000
98 Wilson	* 0	150,000	0	0	150,000	150,000
99 Yadkin	* 0	50,000	0	0	50,000	50,000
Totals		11,636,526	76,440	76,440	11,789,406	11,789,406

MS

Sign and Date - DPH Program Administrator <i>[Signature]</i> 11-26-19	Sign and Date - DPH Section Chief <i>[Signature]</i> 12/26/19
Sign and Date - DPH Contracts Office <i>[Signature]</i> 12/3/2019	Sign and Date - <i>[Signature]</i> Officer <i>[Signature]</i> 12/4/19

*[Handwritten Signature]* 12-4-19

**Agenda Item:** III.G.  
**Meeting Date:** 08/04/2020

**MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:**

**FROM:** Terri H. Prots *THP*  
**DATE:** July 17, 2020  
**SUBJECT:** Approve rate increase to FY 20 Home and Community Care Block Grant Service  
Home Delivered Meals  
**PRESENTER:** Consent agenda

**REQUEST:**

Approve an increase to the FY 20 rate of reimbursement by the Division of Aging and Adult Services to Home Delivered Meals from 5.3446 to 7.8265.

**BACKGROUND:**

A rate of 5.3446 was submitted on the FY 20 County Funding Plan, however, a rate of 7.8256 was entered in the State's system responsible for reimbursement. Moore County has been reimbursed at the rate of 7.8256 for every Home Delivered Meal served the entire fiscal year. Returning the rate to 5.3446 would not likely draw down all of the Home and Community Care Block Grant funds allocated to the Home Delivered Meal service. The Director of the Area Agency on Aging has the authority to approve rates within a 4.99% difference, however, this is more than that and will require the signature of the Chairman.

**FINANCIAL IMPACT:**

None if the rate is approved at 7.8256. A rate of 5.3446 will not draw down all of the funding.

**IMPLEMENTATION PLAN:**

None. This is the rate at which Aging has been reimbursed all year

**RECOMMENDATION SUMMARY:**

Approve the FY 20 rate of 7.8256 for Home Delivered Meal service under the Home and Community Care Block Grant.

**ATTACHMENTS:**

Email from Mary Warren, Director, Triangle J Area Agency on Aging explaining the two different rates.

## Terri Prots

---

**From:** Mary Warren <mwarren@tjcog.org>  
**Sent:** Thursday, July 16, 2020 3:22 PM  
**To:** Terri Prots  
**Subject:** RE: Moore's Revised 732

Not for a few months.

I am going to go with the higher rate and hope you can get it signed. I think the other was an error anyway that doesn't cover your costs. I have the budget worksheet that shows what it should have been.

Mary

---

**From:** Terri Prots <tprots@moorecountync.gov>  
**Sent:** Thursday, July 16, 2020 3:16 PM  
**To:** Mary Warren <mwarren@tjcog.org>  
**Subject:** RE: Moore's Revised 732

Every 732 has the 5 and every ZGA has the 7, lol. Let me call the County Manager and see if we can get the Chair to sign it. When do you think you'll be audited?

---

**From:** Mary Warren <mwarren@tjcog.org>  
**Sent:** Thursday, July 16, 2020 3:07 PM  
**To:** Terri Prots <tprots@moorecountync.gov>  
**Subject:** RE: Moore's Revised 732

It looks like I entered the rate in ARMS based on your workbook and 732 documents-the rate calculated in the workbook was \$7.8265 and I entered that in ARMS on 8/1/19. It was unsigned at that time, so I think that means I hadn't received the signed copy from the county yet and put it in to avoid missing a reimbursement cycle.

The problem now is the copy, signed by the county and dated 7/16/19 by the Commissioner chairperson has the rate of \$5.3446. Not sure why the change happened, but I didn't catch that it had changed.

I have to fix it now though or it could be an audit problem. Unless you a signed copy of the other rate somewhere.

\$5.612 is the highest I can take it on my own.

Mary

---

**From:** Terri Prots <tprots@moorecountync.gov>  
**Sent:** Thursday, July 16, 2020 2:46 PM  
**To:** Mary Warren <mwarren@tjcog.org>  
**Subject:** RE: Moore's Revised 732

I was going by yesterday's ZGA....the rate for 020 says 7.8265

---

**From:** Mary Warren <mwarren@tjcog.org>  
**Sent:** Thursday, July 16, 2020 2:37 PM

**To:** Terri Prots <[tprots@moirecountync.gov](mailto:tprots@moirecountync.gov)>

**Subject:** RE: Moore's Revised 732

The rate increase for home-delivered meals is higher than I can approve, without commissioner signature, unfortunately.

Your commissioners approved a rate of \$5.3346 and any increase is limited to less than 5% without going back to get to them to get it approved.

What would you like to do?

Mary

---

**From:** Terri Prots <[tprots@moirecountync.gov](mailto:tprots@moirecountync.gov)>

**Sent:** Thursday, July 16, 2020 12:02 PM

**To:** Mary Warren <[mwarren@tjcog.org](mailto:mwarren@tjcog.org)>

**Subject:** Moore's Revised 732

This was more difficult than I expected. Thanks for your patience!

Terri

E-Mail correspondence to and from this address is subject to the North Carolina Public Records Act and may be disclosed to third parties unless made confidential under applicable law.

E-Mail correspondence to and from this address is subject to the North Carolina Public Records Act and may be disclosed to third parties unless made confidential under applicable law.

E-Mail correspondence to and from this address is subject to the North Carolina Public Records Act and may be disclosed to third parties unless made confidential under applicable law.

**MEMORANDUM TO BOARD OF COMMISSIONERS:**

**FROM: Richard Smith – Capital Projects Manager**

**DATE: July 9, 202**

**SUBJECT: AIA Document G802- 2017 Addendum – Clark Patterson Lee Architects**

**PRESENTER: Rich Smith, Capital Project Manager**

**REQUEST:**

This is a request to review, approve, and execute the attached Addendum with Clark Patterson Lee Architects for the Parks and Recreation Project

**BACKGROUND:**

CPL Architects were chosen to design the new proposed Parks and Recreation Athletic Building. Upon land clearing for the site it was determined that too many trees would need to be removed next to the new splash pad in order to install a large stormwater pipe designed on the plan. The removal of said trees would leave the splash pad exposed to the full afternoon sun taking away the cool shaded area for citizens. This fee was to re-design the storm water line to save these critical shade trees.

**IMPLEMENTATION PLAN:**

Execute contract, design site and buildings, assist construction phase.

**FINANCIAL IMPACT STATEMENT:**

**Total Cost \$3,840.00** as stated in attached Exhibit “A.” Current Contract fee of \$428,225.00 to be revised to \$432,065.00.

**RECOMMENDATION SUMMARY:**

Make a motion to approve the attached AIA Addendum with Clark Patterson Lee Architects and authorize the chair to sign the same.

**SUPPORTING ATTACHMENTS:**

AIA Document G701-2017 Standard Form of Agreement between Owner and Architect.  
Addendum



**AIA**<sup>®</sup>

# Document G802™ – 2017

## *Amendment to the Professional Services Agreement*

**PROJECT:** *(name and address)*  
County of Moore New Recreation  
Center  
155 Hillcrest Park Lane  
Carthage, NC 28327

**AGREEMENT INFORMATION:**  
Date:

**AMENDMENT INFORMATION:**  
Amendment Number: 003  
  
Date: March 26, 2020

**OWNER:** *(name and address)*  
County of Moore  
1 Courthouse Square  
Carthage, NC 28327

**ARCHITECT:** *(name and address)*  
CPL Architects and Engineers, PC  
6302 Fairview Road, Suite 102  
Charlotte, NC 28210

The Owner and Architect amend the Agreement as follows:

The Architect's compensation and schedule shall be adjusted pursuant to the terms of the letter dated March 18, 2020, which is attached as Exhibit A and incorporated by reference.

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:  
\$3,840.00

Schedule Adjustment:  
No Change.

**SIGNATURES:**

CPL Architects and Engineers, PC  
**ARCHITECT** *(Firm name)*

**SIGNATURE**  
Timothy S. Knapp, AIA, LEED AP,  
Sr. Vice-President  
**PRINTED NAME AND TITLE**

March 27, 2020  
**DATE**

County of Moore  
**OWNER** *(Firm name)*

**SIGNATURE**  
  
**PRINTED NAME AND TITLE**

**DATE**



EXHIBIT A

March 26, 2020

Mr. Richard Smith, Capital Project Manager ([rsmith@moorecountync.gov](mailto:rsmith@moorecountync.gov))  
County of Moore  
1 Courthouse Square  
Carthage, NC, 28327

**Re: MOORE COUNTY RECREATION CENTER – ADDITIONAL SERVICES REQUEST**  
County of Moore  
Carthage, NC

Dear Rich:

Thank you, again, for allowing CPL the opportunity to provide professional architectural and engineering services for the New Recreation Center (“the Project”) located at 155 Hillcrest Park Road in Carthage, North Carolina.

Our initial professional services proposal did not include inspections, testing and PE certifications for waterline and sanitary sewer for the Project. The State is requiring these services as it was determined during design of the project the new piping sizes are large enough to require this testing. Per the proposal from Wetherill Engineering dated September 24, 2019, these services can be provided for a fee of \$2,400.00.

Reviewing conditions onsite, after the splash pad was installed, it was determined by the County of Moore to leave more of the existing tree line than was currently shown in the documents. In order to accommodate this requested change, Wetherill Engineering made drawing revisions to relocate the storm drain line, including addition of a manhole, and made associated submission to the Department of Environmental and Natural Resources for amended plan and permit. The attached proposal from Wetherill Engineering dated October 9, 2019 indicates the associated additional service fees.

Therefore, we respectfully request an increase in our professional services fee in the amount of \$3,840.00 as summarized in the following table.

Description	Fee
Amount Previously Included in Contract	\$294,000.00
Amount Previously Included in Contract	\$134,225.00
<b>Additional Services for Civil Engineering Additional Work</b>	<b>\$3,840.00</b>
<b>New Contract Amount</b>	<b>\$432,065.00</b>

If you have any questions or require further information, please let us know. We look forward to the successful completion of this very important project.

Sincerely,

CPL

Rachel F. Nilson, AIA  
Sr. Associate

Enclosures: As Noted





WE Design Your Tomorrow .

Raleigh  
 Transportation  
 Planning  
 Bridge/Structural  
 Civil/Site  
 Construction Observation

**Date:** 10/9/2019  
**Client:** Clark Patterson Lee  
 Contact Rachel Nilson, AIA  
 Address 6302 Fairview Road  
 Charlotte, NC 28210  
 Ph 980-275-5892  
 Email [RNilson@CPLteam.com](mailto:RNilson@CPLteam.com)

**Project:** County of Moore Recreation Center  
**Subject:** Proposal for plan changes due to existing tree buffer

		Type	PM	Sr. Eng.	L.A. Designer	Const. Obser.	Sur Tech	Sur Crew	PLS	Sub Totals
<b>Tasks</b>		\$/Hr	\$190	\$115	\$105	\$75	\$80	\$145	\$150	
<b>Plan Changes-Storm Sewer 6A - FES 7</b>										
1	Edit Plans UP-1, GP-1, GP-2 incl. grading		1	1	6					\$935
2	Plan to DENR LQD for Mod. Approval and to Town for information only		1		3					\$505
										\$0
						<b>Plan Changes-Storm Sewer 6A-FES 7</b>				<b>\$1,440</b>
<b>Engineering Cost Total = \$1,440.00</b>										

**Agenda Item:** IV.A.  
**Meeting Date:** 08/04/2020

**MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:**

**FROM:** Laura M. Williams, Clerk  
**DATE:** 07/28/2020  
**SUBJECT:** Gurney Lee Williams 107<sup>th</sup> Birthday

**REQUEST:**

Adopt a resolution honoring Gurney Lee Williams for his 107<sup>th</sup> birthday.

**BACKGROUND:**

Gurney Williams of Moore County has recently celebrated his 107<sup>th</sup> birthday.

**RECOMMENDATION SUMMARY:**

Make a motion to adopt a Resolution to Honor Gurney Lee Williams for his 107<sup>th</sup> Birthday.

**MEMORANDUM TO:** MOORE COUNTY BOARD OF COMMISSIONERS  
**FROM:** Rachel Patterson, GIS  
**DATE:** August 4, 2020  
**SUBJECT:** Public Hearing – Amendment to the Moore County Road Name and Addressing Ordinance  
**PRESENTER:** Rachel Patterson

**REQUEST:**

Request is hereby made for the Board of Commissioners to call a public hearing for Tuesday, August 18, 2020, at 5:30 pm to consider amendments to the Moore County Road Name and Addressing Ordinance to add three (3) roads.

**BACKGROUND:**

On July 10, 1989, the Moore County Board of Commissioners enacted the Moore County Road Name and Addressing Ordinance, establishing the names of roads, a procedure for the future naming or renaming of roads and the numbering of all houses, mobile homes, commercial and industrial buildings. In adopting this Ordinance, the Board recognized the need for the naming of roads outside of municipal limits in the County of Moore and the numbering of residential, commercial and industrial structures, and accessory buildings thereto, as being essential for the operation of the enhanced 911 dispatch system in the County of Moore.

Section 3 of this Ordinance states “No new roads outside of municipal limits in the County of Moore, whether a part of the State Secondary Road System or Private, shall be named without approval of the Board of Commissioners.” The roads listed here are for initial naming and are privately maintained; CATTLE DR (P4243), GENEVA LN (P4242), and SANCTUARY TRL (P4244).

**IMPLEMENTATION PLAN:**

Upon adoption of this amendment, a formal letter of notification of the approved road names will be forwarded to individuals who own property along each of these roads.

**FINANCIAL IMPACT STATEMENT:**

Not Applicable.

**RECOMMENDATION SUMMARY:**

Staff respectfully requests that the Board of Commissioners make a motion to call a public hearing for August 18, 2020, at 5:30 pm to consider amendments to the Moore County Road Name and Addressing Ordinance to add three (3) roads to the ordinance.

**SUPPORTING ATTACHMENTS**

Road Name and Addressing Ordinance  
Color Maps  
Legal Notice

AMENDMENT TO

THE MOORE COUNTY ROAD NAME AND ADDRESSING ORDINANCE

ADOPTED JULY 10, 1989  
AND AS SUBSEQUENTLY AMENDED

RESOLVED by the Board of Commissioners of the County of Moore that Section III ROAD NAMING OF THE ABOVE REFERENCED ORDINANCE BE AMENDED TO ADD, RENAME, OR REMOVE THE FOLLOWING ROADS AS INDICATED:

**ADD:**

**CATTLE DR** (P4243) .....*Located off Mount Carmel Rd (SR 1210) approximately 0.12 miles south from the intersection of Mount Carmel Rd and Pecan Haven Ln.*

**GENEVA LN** (P4242).....*Located off US 15-501 Hwy in-between private roads Nathaniel Ln and Bege Ln. This private road is on the same side as Nathaniel Ln.*

**SANCTUARY TRL** (P4244) .....*Located at the northwestern corner of Love Grove Church Rd (SR 1238) and Carthage Rd (SR 1229).*

AND, FURTHER, that the effective date of this amendment to the above described Ordinance shall be upon adoption.

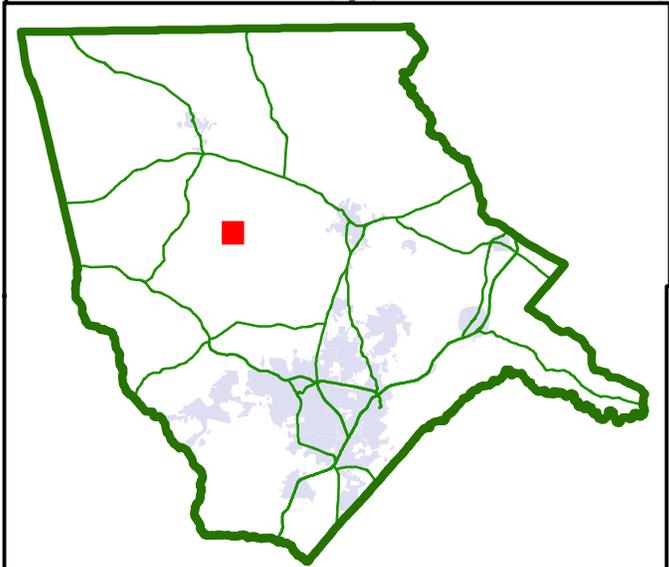
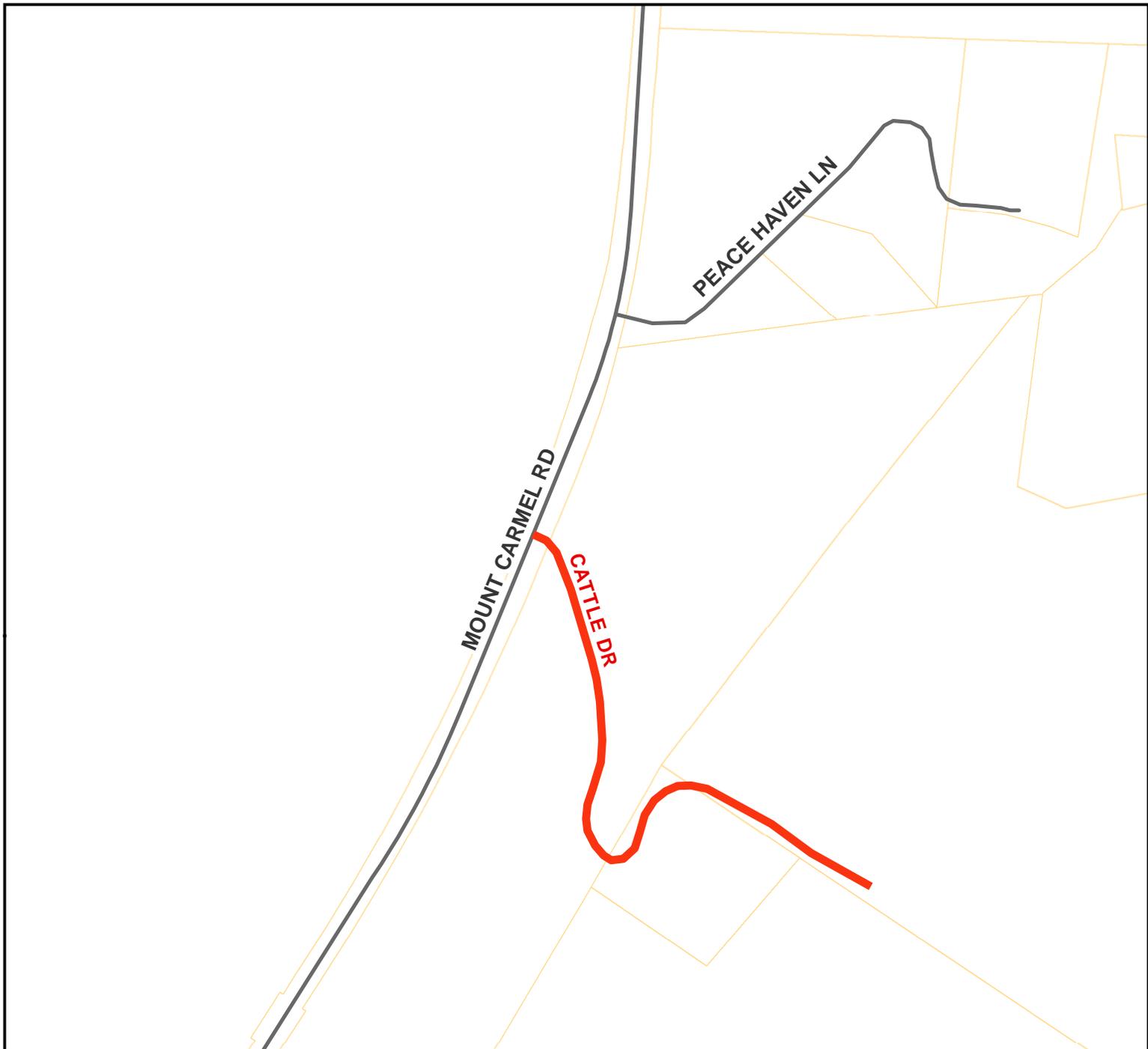
Adopted this 18th day of August, 2020.

\_\_\_\_\_  
Francis R Quis, Jr., Chairman  
Moore County Board of Commissioners

\_\_\_\_\_  
Laura Williams, Clerk to the Board  
Moore County Board of Commissioners

TABLE OF CONTENTS  
MOORE COUNTY ORDINANCE UPDATE  
– August 2020 –

<b>NEW/CHANGED/REMOVED ROAD NAME .....</b>	<b>MAP NUMBER</b>
CATTLE DR (P4243) .....	1
GENEVA LN (P4242).....	2
SANCTUARY TRL (P4244).....	3



# Moore County Ordinance Update - Map 1

400 Feet

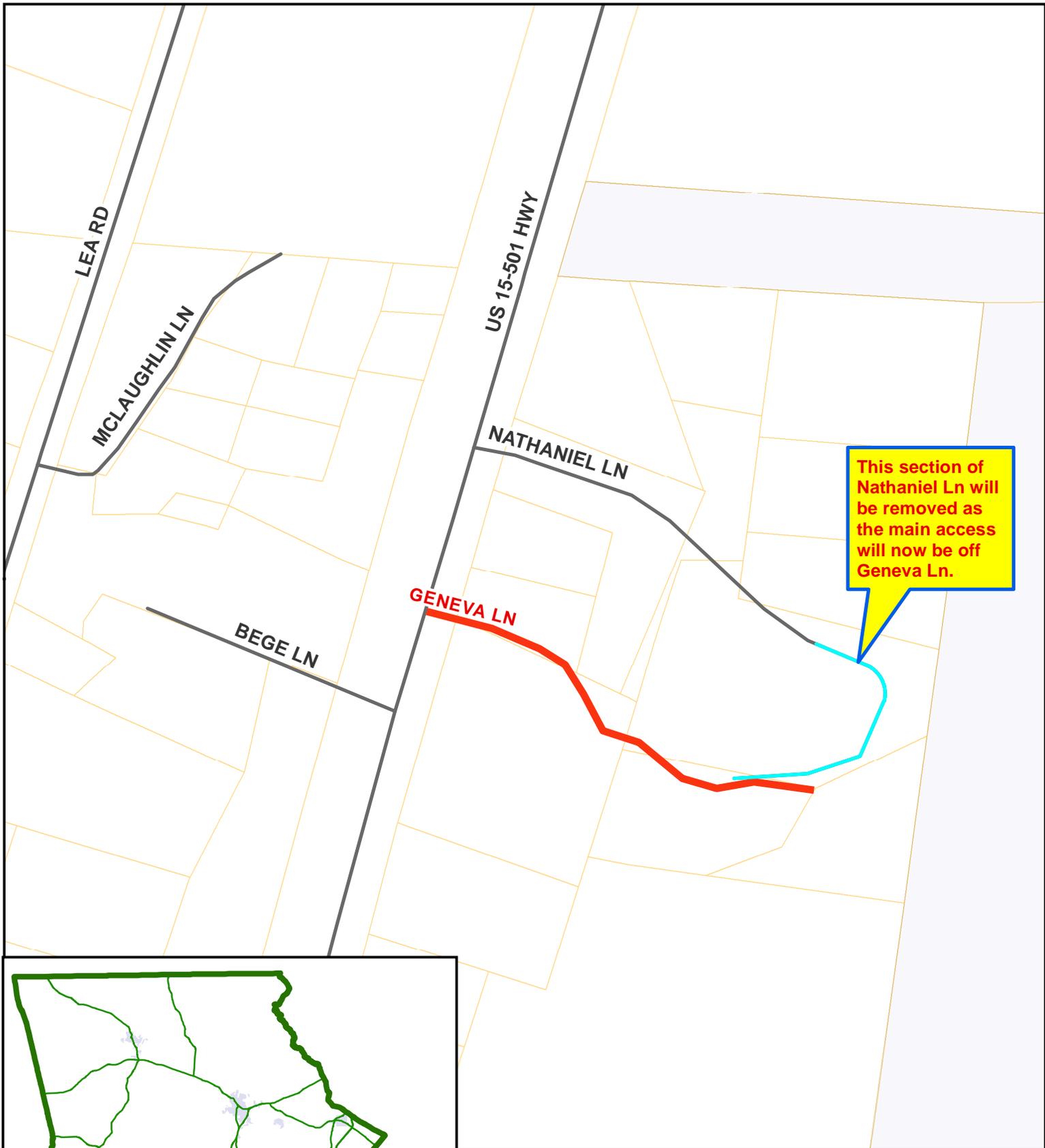
Map Prepared By Moore County GIS Department  
Date: 7/10/2020



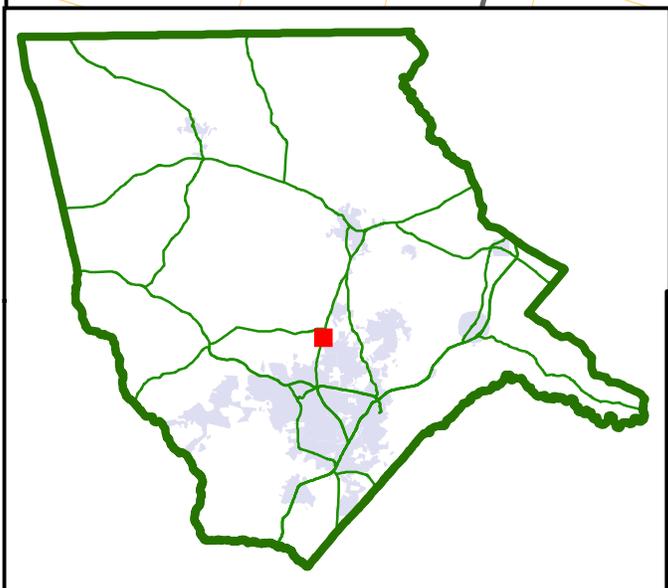
**Legend**

- Existing Roads
- Parcels
- Cities
- County Line

Moore County GIS Disclaimer  
All the information contained on this media is prepared for the inventory of real property found within Moore County. All data is compiled from recorded deeds, plats, and other public records and data. Users of this data are hereby notified that the aforementioned public primary information sources should be consulted for verification of the information. All information contained herein was created for the County's internal use. MOORE COUNTY, ITS OFFICIALS, AGENTS AND EMPLOYEES MAKE NO WARRANTY AS TO THE CORRECTNESS OR ACCURACY OF THE INFORMATION SET FORTH ON THIS MEDIA WHETHER EXPRESS OR IMPLIED, IN FACT OR IN LAW, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE. Any resale of this data is strictly prohibited in accordance with North Carolina General Statutes 132-10. Grid is based on North Carolina State Plane Coordinate System NAD83 (feet).  
Source: \\mooregis\GIS\Projects\DEPARTMENT\ADDRESSING\Streets\_ordinance\RoadName\_PreAgenda2020\_08\_Aug\_16\Maps\UpdateRoads\_LetterSize.mxd



This section of Nathaniel Ln will be removed as the main access will now be off Geneva Ln.



## Moore County Ordinance Update - Map 2

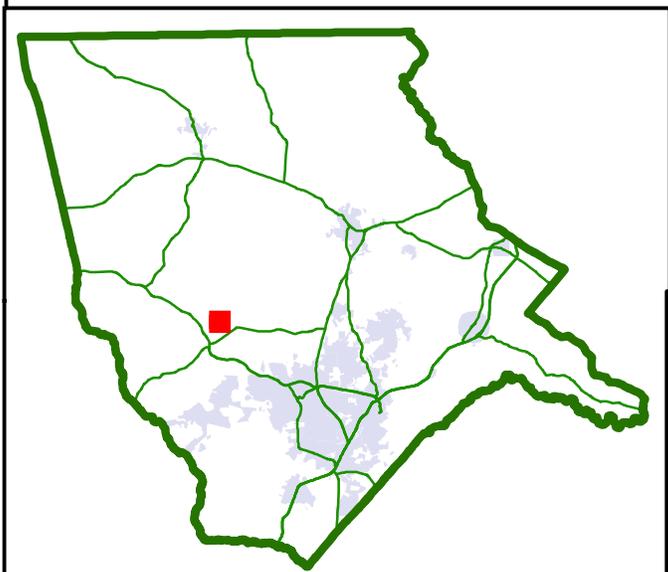
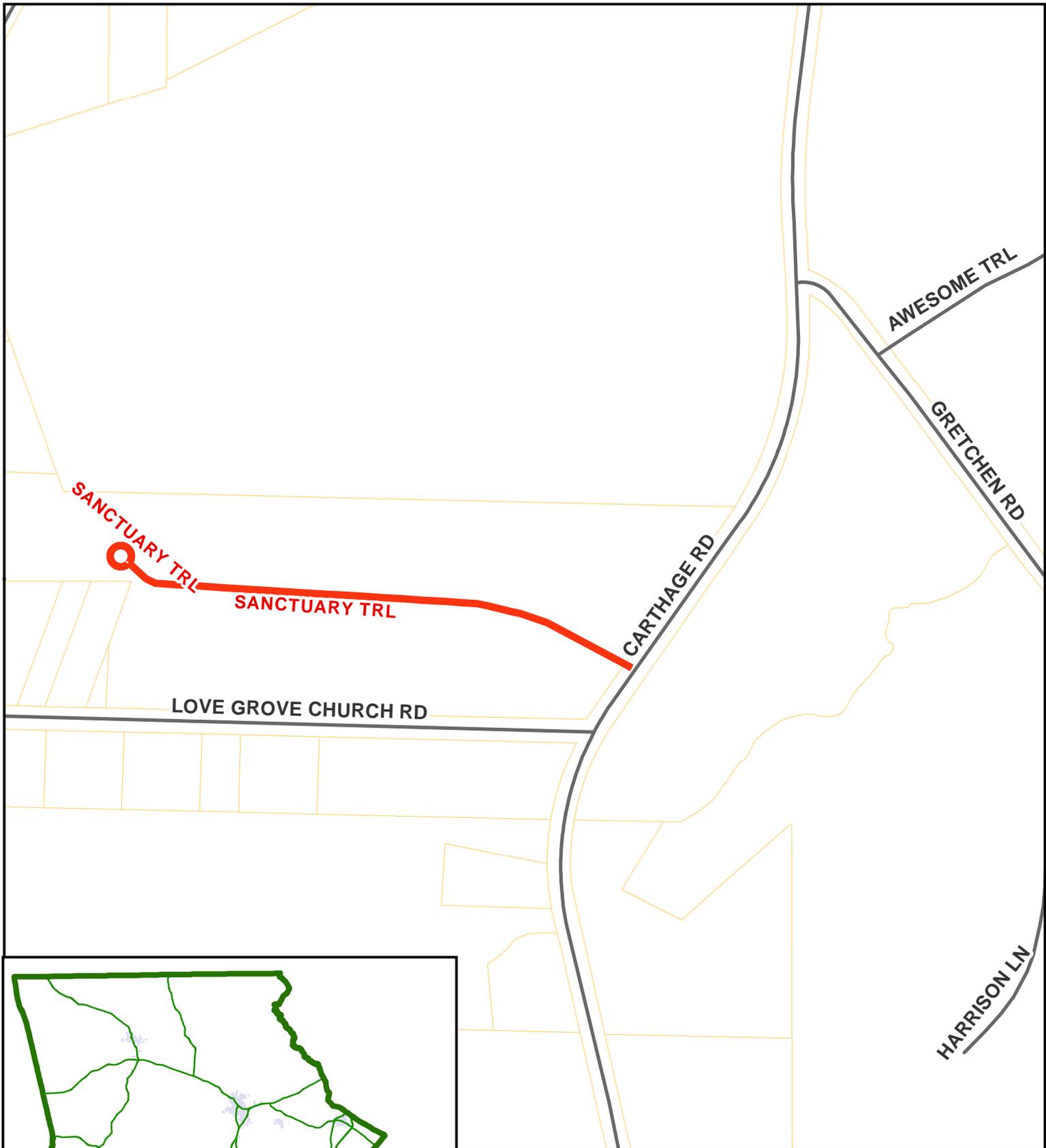
400 Feet

Map Prepared By Moore County GIS Department  
Date: 7/10/2020



Legend	
	Existing Roads
	Parcels
	Cities
	County Line

Moore County GIS Disclaimer  
All the information contained on this media is prepared for the inventory of real property found within Moore County. All data is compiled from recorded deeds, plats, and other public records and data. Users of this data are hereby notified that the aforementioned public primary information sources should be consulted for verification of the information. All information contained herein was created for the County's internal use. MOORE COUNTY, ITS OFFICIALS, AGENTS AND EMPLOYEES MAKE NO WARRANTY AS TO THE CORRECTNESS OR ACCURACY OF THE INFORMATION SET FORTH ON THIS MEDIA WHETHER EXPRESS OR IMPLIED, IN FACT OR IN LAW, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE. Any resale of this data is strictly prohibited in accordance with North Carolina General Statutes 132-10. Grid is based on North Carolina State Plane Coordinate System NAD83 (feet).  
Source: \\mooregis\GIS\Projects\DEPARTMENT\ADDRESSING\Streets\_ordinance\RoadName\_PreAgenda2020\_08\_Aug\_18\Maps\UpdateRoads\_LetterSize.mxd



### Moore County Ordinance Update - Map 3

400 Feet

Map Prepared By Moore County GIS Department  
Date: 7/10/2020



Legend	
	Existing Roads
	Parcels
	Cities
	County Line

Moore County GIS Disclaimer  
All the information contained on this media is prepared for the inventory of real property found within Moore County. All data is compiled from recorded deeds, plats, and other public records and data. Users of this data are hereby notified that the aforementioned public primary information sources should be consulted for verification of the information. All information contained herein was created for the County's internal use. MOORE COUNTY, ITS OFFICIALS, AGENTS AND EMPLOYEES MAKE NO WARRANTY AS TO THE CORRECTNESS OR ACCURACY OF THE INFORMATION SET FORTH ON THIS MEDIA WHETHER EXPRESS OR IMPLIED, IN FACT OR IN LAW, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE. Any resale of this data is strictly prohibited in accordance with North Carolina General Statutes 132-10. Grid is based on North Carolina State Plane Coordinate System NAD83 (feet).  
Source: \\mooregis\GIS\Projects\DEPARTMENT'S ADDRESSING\Streets\_ordinance\RoadName\_PreAgenda2020\_08\_Aug\_18\Maps\UpdateRoads\_LetterSize.mxd

## LEGAL NOTICE



Notice is hereby given that a Public Hearing will be held before the Moore County Board of Commissioners at 5:30 PM on Tuesday, August 18, 2020, in the Commissioners' Meeting Room located on the 2<sup>nd</sup> floor of the Historic Courthouse in Carthage, North Carolina. The purpose of the hearing is to consider the following:

An amendment to the Moore County Road Name and Addressing Ordinance to add three roads to the Ordinance, which are Cattle Dr, Geneva Ln, and Sanctuary Trl.

Information pertaining to this amendment is available for review at the Moore County GIS Department, located at 302 S. McNeill St, Carthage, NC 28327, during normal business hours.

Interested persons are invited to attend. Accommodations for individuals with disabilities or impairments will be made upon request to the extent that reasonable notice is given.

Laura Williams,  
Clerk to the Board

**MEMORANDUM TO THE BOARD OF COMMISSIONERS**

**FROM:** Debra Ensminger  
Planning & Transportation Director

**DATE:** July 15, 2020

**SUBJECT:** Call To a Public Hearing for a General Use Rezoning Request:  
Highway Commercial (B-2) to Residential and Agricultural-40 (RA-40)

**PRESENTER:** Debra Ensminger

**REQUEST**

This is a request to call for a Public Hearing on August 18, 2020 at 5:30pm for a General Use Rezoning from Highway Commercial (B-2) to Residential and Agricultural-40 (RA-40) of approximately 4.82 acres of an approximate 8.62 acre parcel (the entire parcel being rezoned to RA-40), located on US Hwy 1 and adjacent to Armstead Road, Vass, owned by Robert and Jacqueline Hayter, per Deed Book 2837 Page 80.

**BACKGROUND**

The property is currently developed. There is an existing single family dwelling located on the property. Adjacent properties include single family dwellings, undeveloped property, and a self service mini-warehouse business.

**IMPLEMENTATION PLAN**

Call for a Public Hearing on August 18, 2020 at 5:30pm.

**FINANCIAL IMPACT STATEMENT**

No financial impact to the County's FY 2020-2021 budget.

**PLANNING BOARD RECOMMENDATION**

The Planning Board recessed the regular scheduled June 4, 2020 meeting until June 11, 2020 and unanimously recommended approval. (7-0)

**RECOMMENDATION SUMMARY**

Make a motion to call for a Public Hearing on August 18, 2020 at 5:30pm for a General Use Rezoning from Highway Commercial (B-2) to Residential and Agricultural-40 (RA-40) of approximately 4.82 acres of an approximate 8.62 acre parcel (the entire parcel being rezoned to RA-40), located on US Hwy 1 and adjacent to Armstead Road, Vass, owned by Robert and Jacqueline Hayter.

**SUPPORTING ATTACHMENTS**

*Call To – General Use Rezoning – Armstead Rd – Staff Report*

- Land Use Map
- Rezoning Map

Land Use Map



Undeveloped

Single Family Dwelling

Undeveloped

ARMSTEAD

US 1  
US 1

HORSE PEN

Horse Farm

TRUDEAU

Single Family Dwellings

Pee Wee Storage

Church

Retail

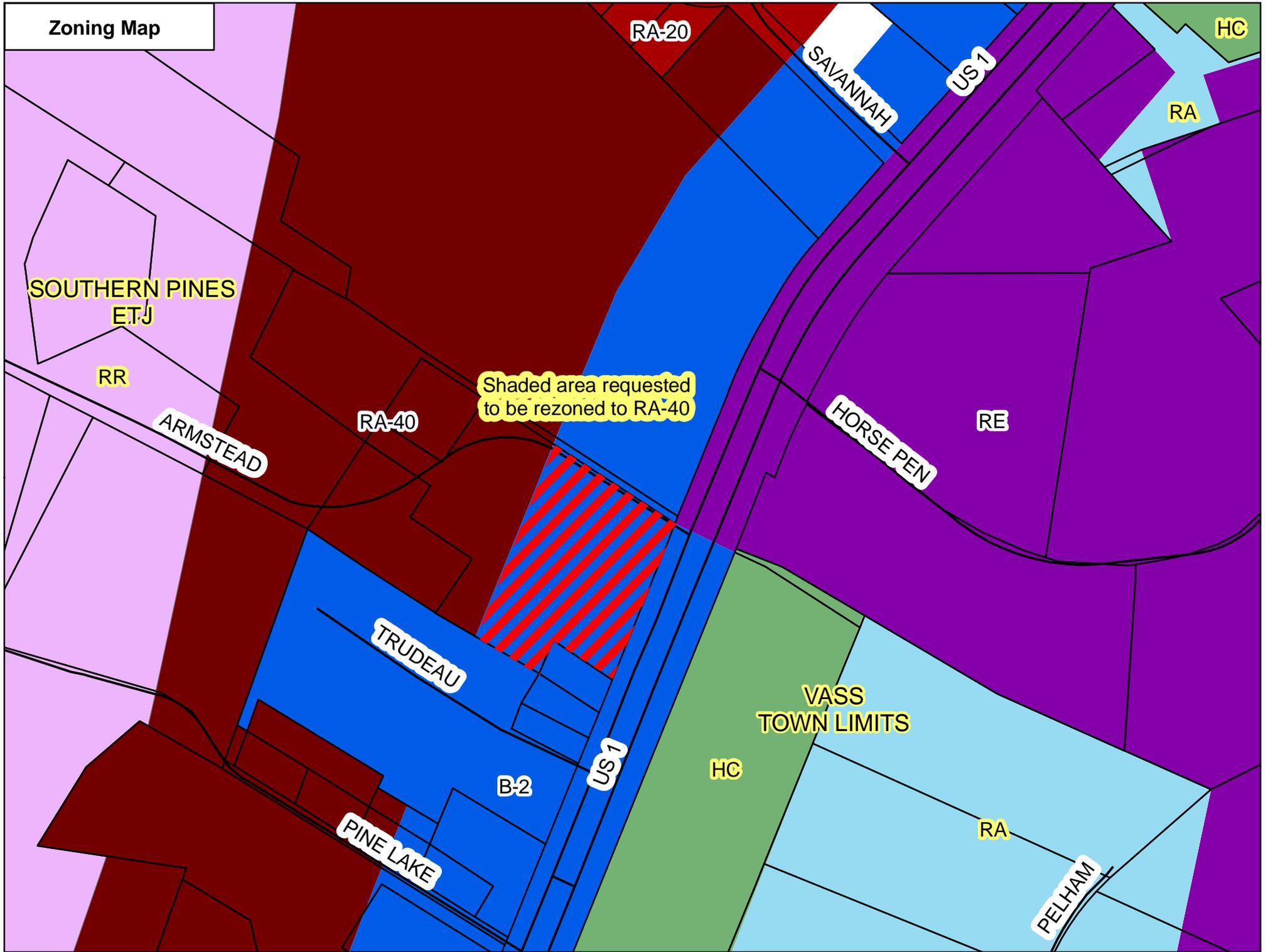
VASS

PINE LAKE

Dunrovin Country Store

PELHAM

Zoning Map



RA-20

HC

RA

SOUTHERN PINES  
E.T.J

RR

Shaded area requested  
to be rezoned to RA-40

RA-40

RE

ARMSTEAD

HORSE PEN

TRUDEAU

VASS  
TOWN LIMITS

HC

B-2

US1

PINE LAKE

RA

PELHAM

**MEMORANDUM TO THE BOARD OF COMMISSIONERS**

**FROM:** Debra Ensminger  
Planning & Transportation Director

**DATE:** July 15, 2020

**SUBJECT:** Call To a Public Hearing for a General Use Rezoning Request:  
Highway Commercial (B-2) to Residential and Agricultural-20 (RA-20)

**PRESENTER:** Debra Ensminger

**REQUEST**

This is a request to call for a Public Hearing on August 18, 2020 at 5:30pm for a General Use Rezoning from Highway Commercial (B-2) to Residential and Agricultural-20 (RA-20) of approximately 13.21 acres (entire portion currently zoned B-2 located to the north of Love Grove Church Road) of an approximate 26.32 acre parcel, located on the corner of Love Grove Church Road and Carthage Road, West End, owned by Johnny & Kathy Harris, per Deed Book 5095 Page 156.

**BACKGROUND**

The property is currently undeveloped. Adjacent properties include single family dwellings and undeveloped property.

**IMPLEMENTATION PLAN**

Call for a Public Hearing on August 18, 2020 at 5:30pm.

**FINANCIAL IMPACT STATEMENT**

No financial impact to the County's FY 2020-2021 budget.

**PLANNING BOARD RECOMMENDATION**

The Planning Board recessed the regular scheduled June 4, 2020 meeting until June 11, 2020 and unanimously recommended approval. (7-0)

**RECOMMENDATION SUMMARY**

Make a motion to call for a Public Hearing on August 18, 2020 at 5:30pm for a General Use Rezoning from Highway Commercial (B-2) to Residential and Agricultural-20 (RA-20) of approximately 13.21 acres (entire portion currently zoned B-2 located to the north of Love Grove Church Road) of an approximate 26.32 acre parcel, located on the corner of Love Grove Church Road and Carthage Road, West End, owned by Johnny & Kathy Harris, per Deed Book 5095 Page 156.

***Call To – General Use Rezoning – Love Grove Church Road – Staff Report***

## **SUPPORTING ATTACHMENTS**

- Land Use Map
- Rezoning Map

Land Use Map

Undeveloped

Undeveloped

Single Family Dwellings

LOVE GROVE CHURCH

Single Family Dwelling

Vacant

Undeveloped

Single Family Dwellings

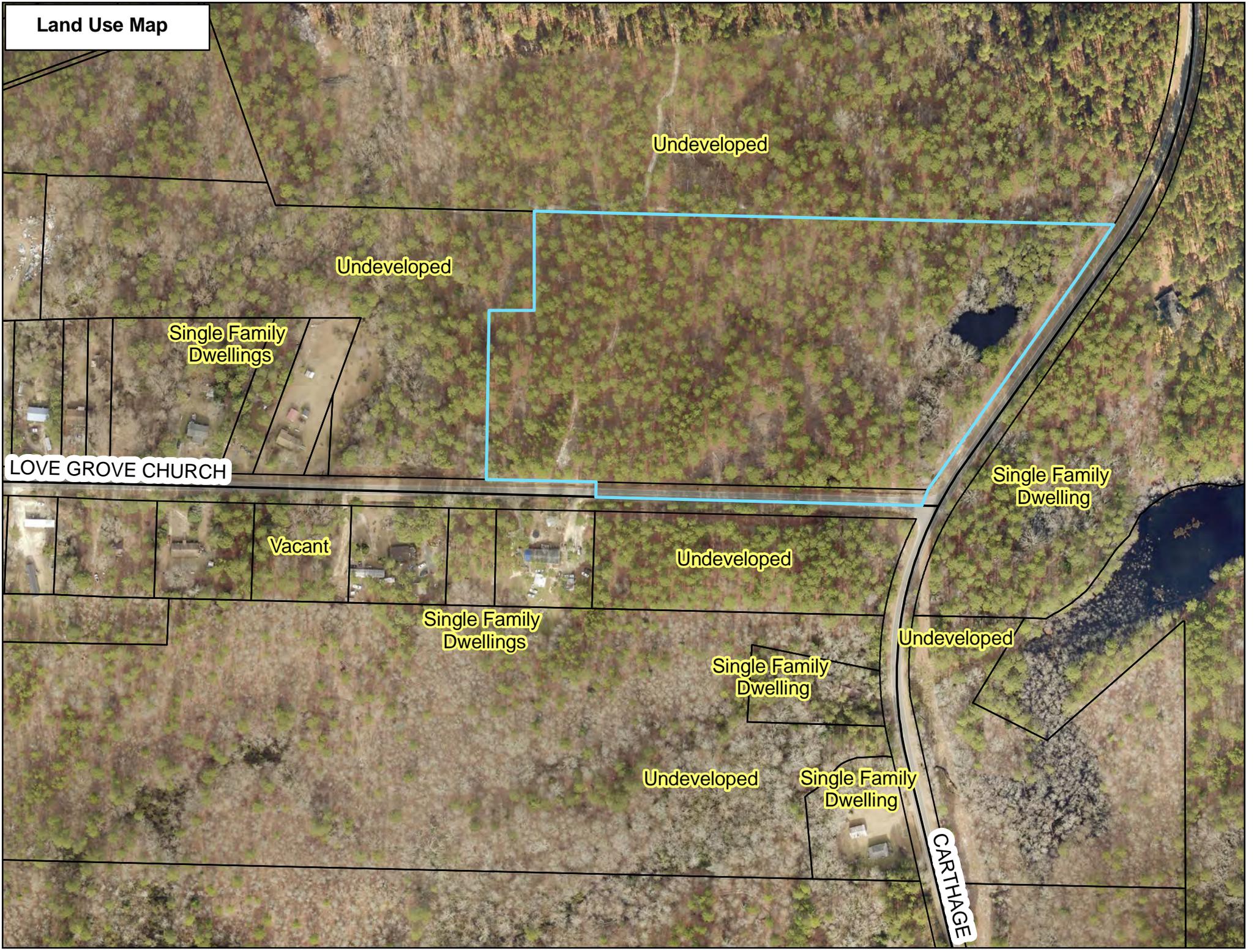
Undeveloped

Single Family Dwelling

Undeveloped

Single Family Dwelling

CARTHAGE



Zoning Map

RA-5

Shaded area requested  
to be rezoned to RA-20

RA-20

B-2

CARTHAGE

LOVE GROVE CHURCH

RA-20

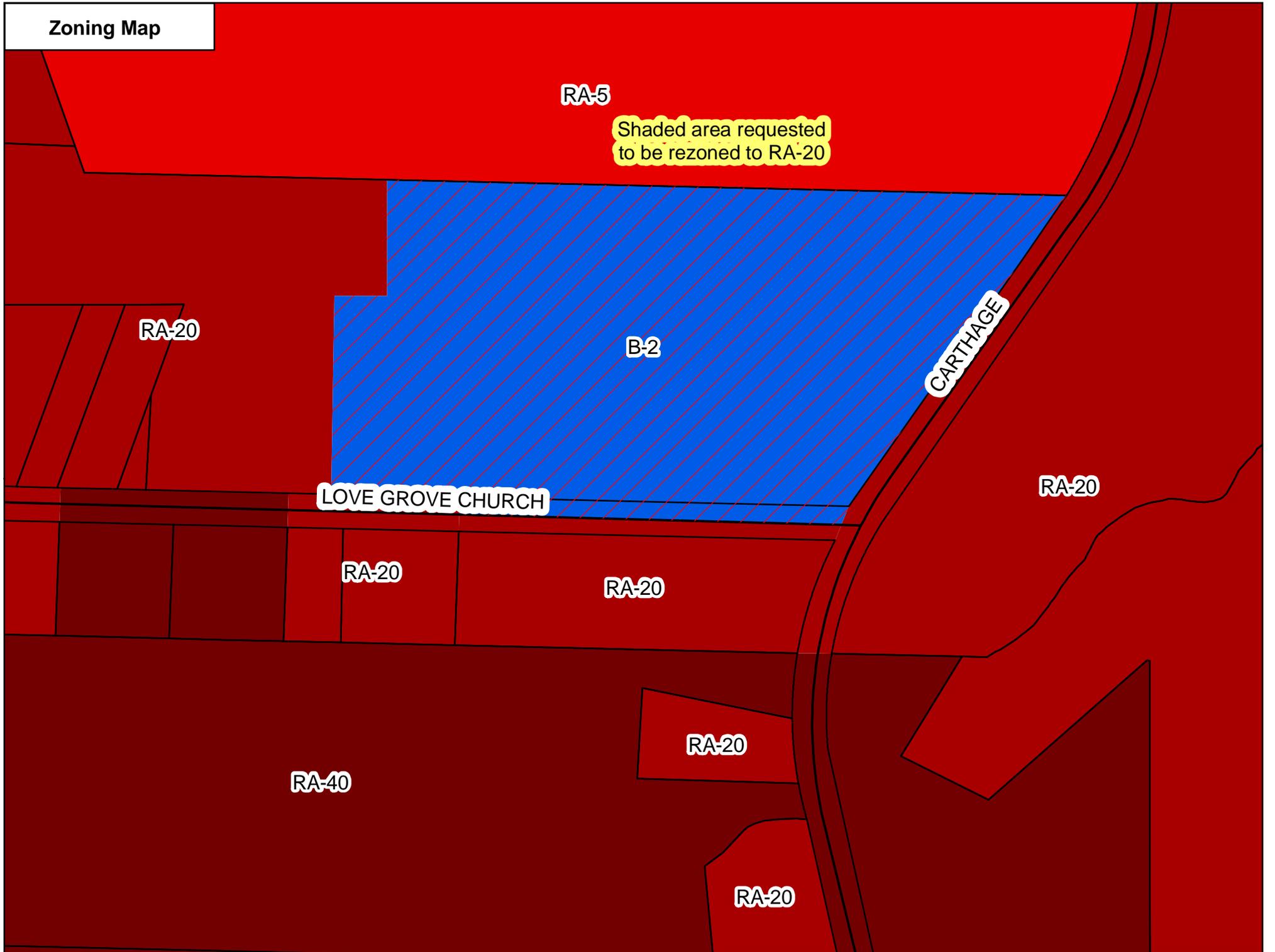
RA-20

RA-20

RA-40

RA-20

RA-20



**MEMORANDUM TO THE BOARD OF COMMISSIONERS**

**FROM:** Debra Ensminger  
Planning & Transportation Director

**DATE:** July 8, 2020

**SUBJECT:** Call to a Public Hearing for a General Use Rezoning Request:  
Residential and Agricultural-20 (RA-20) to Highway Commercial (B-2) – Juniper Lake Road

**PRESENTER:** Debra Ensminger

**REQUEST**

This is a request to call for a Public Hearing on August 18, 2020 to consider a General Use Rezoning from Residential-20 (RA-20) to Highway Commercial (B-2) of an approximate 5.54 acre parcel, located on the corner of Juniper Lake Road and Murdocksville Road, owned by Audio & Electronics Concepts, Inc., per Deed Book 1659 Page 23.

**BACKGROUND**

There are four unoccupied buildings (a single-family dwelling unit, two storage buildings, and a convenience store which is now closed). Adjacent properties include single family dwellings, the Veterans Motorcycle Club, and the “Juniper Lake Place” which comprises of several businesses.

**IMPLEMENTATION PLAN**

Call for a Public Hearing on August 18, 2020 at 5:30pm.

**FINANCIAL IMPACT STATEMENT**

No financial impact to the County’s FY 2020-2021 budget.

**PLANNING BOARD RECOMMENDATION**

The Planning Board met on June 11, 2020 and unanimously (4-3) recommended denial.

**RECOMMENDATION SUMMARY**

Make a motion to call for a Public Hearing on August 18 at 5:30pm for a General Use Rezoning from Residential and Agricultural-20 (RA-20) to Highway Commercial (B-2) – Juniper Lake Road.

**SUPPORTING ATTACHMENTS**

- Land Use Map
- Rezoning Map

Zoning Map

RA-20

RA-40

CAROUSEL

RA-40

B-2

RA-20

Shaded areas requested  
to be rezoned to B-2

RA-20

RA-20

THE TOWN OF  
TAYLORTOWN

JUNIPER LAKE

MURDOCKSVILLE

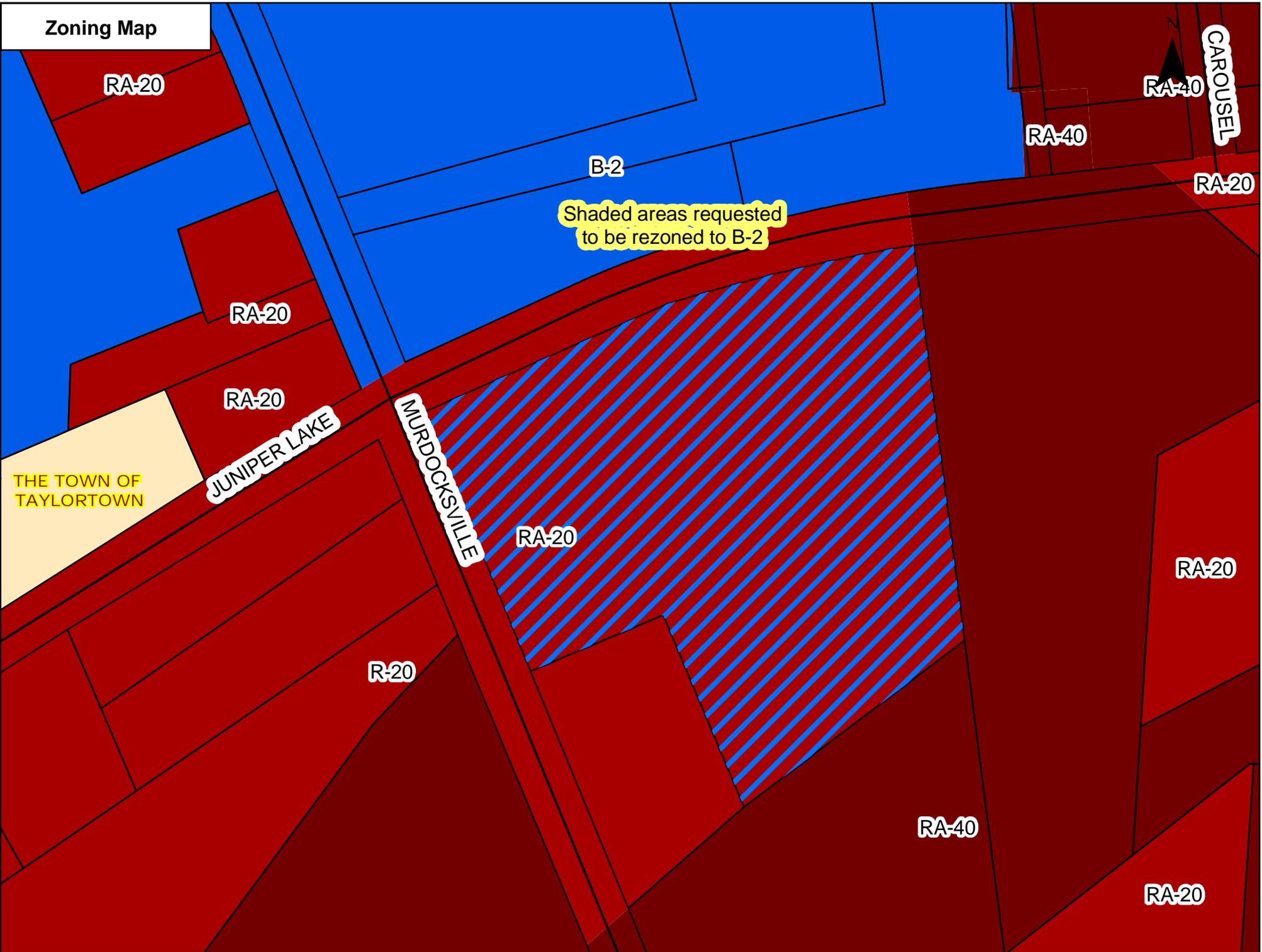
RA-20

RA-20

R-20

RA-40

RA-20



Land Use Map

Single Family Dwelling

Warehouses

Office Building

Warehouses

Juniper Lake Place

Single Family Dwellings

Single Family Dwelling

Manufactured Home

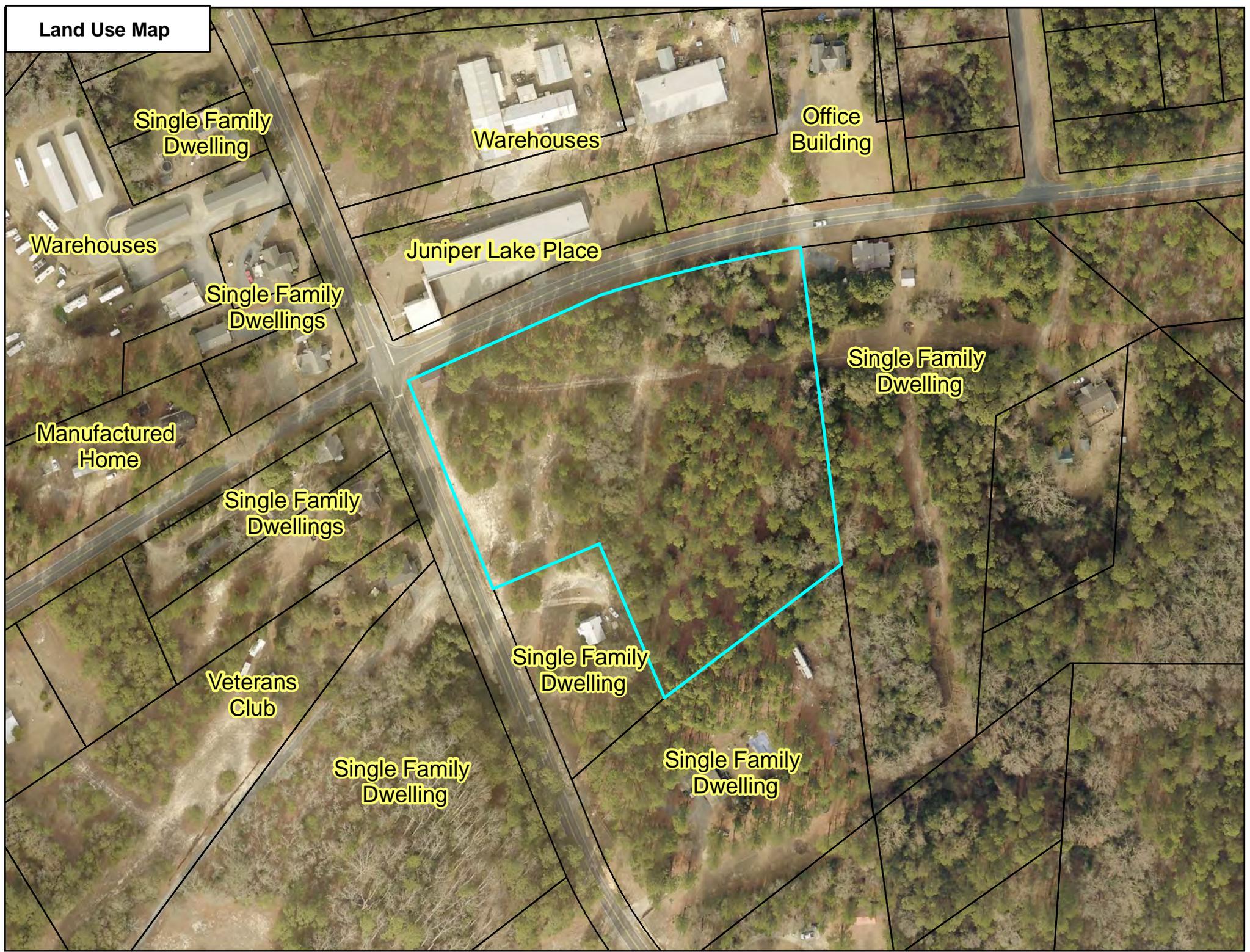
Single Family Dwellings

Veterans Club

Single Family Dwelling

Single Family Dwelling

Single Family Dwelling



**Agenda Item:****Meeting Date: August 4, 2020****MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:****FROM: Pat Corso, Executive Director, Moore County Partners in Progress****DATE: July 27, 2020****SUBJECT: Project Aerodome****PRESENTER:**

**REQUEST:** Request that the Moore County Board of Commissioners take the following actions on behalf of Project Aerodome: 1) agree to be the local government applicant for a state Building Reuse grant; and 2) approve and adopt a Resolution of Support as required by the Building Reuse grant application.

**BACKGROUND:** Project Aerodome refers to BRS Aerospace Inc., an established, existing manufacturing company in Pinebluff, Moore County. The company is considering consolidating all operations from their headquarters in Minnesota into the facility they lease in Pinebluff. As a result of the consolidation, the company has indicated that at the Pinebluff facility, they expect to create thirty-eight (38) new jobs over two (2) years that will pay an average annual wage of over \$50,500, and to make a capital investment over \$515,000.

To entice the company to move forward with its consolidation plans in Moore County, the North Carolina Department of Commerce (DOC) has offered an incentive package that includes a \$190,000 Building Reuse grant (that will not be officially awarded until the grant application is submitted and approved). If awarded, the grant funds would be used to offset the costs for renovating the existing Moore County facility to accommodate the consolidated operations.

The Building Reuse grant requires that the applicant be a local government, i.e. Moore County. In addition, this grant requires the local government to adopt a Resolution of Support for the project and to submit it with the application. The Resolution of Support states that Moore County agrees to provide a cash match of five percent (5%) of the grant amount requested because the Building Reuse grant does require that the local government provide these funds as their commitment to the project. If the grant amount requested is \$190,000, then 5% is \$9,500. However, Project Aerodome has informally indicated that they would be willing to provide the \$9,500 to the County, and the County could then provide these funds back to the project. Consequently, the County would not have to use its own funds to meet the 5% requirement. If awarded, the grant funds are disbursed on a reimbursement basis to the local government who then passes them through to the building owner. If the company is unable to meet the job creation and maintenance requirements within the two (2)-year term of the grant, there are clawback provisions in which a portion, based on the shortfall in jobs created/maintained, would have to be paid back to the state.

**FINANCIAL IMPACT:** There is no financial impact to the County. Project Aerodome has informally indicated that they would be willing to provide the \$9,500 (5% requirement) to the

County, and the County could then provide these funds back to the project so the County would not have to use its own funds. In the event that the company is unable to create and/or maintain all or a portion of the new jobs required by the grant, then clawback provisions will take effect, and the County would then recover the appropriate amount of grant funds back from the building owner to repay to the state, as specified in an agreement to be executed between the County and the building owner.

**IMPLEMENTATION PLAN:** The County will need to appoint a staff member to serve as the liaison with the company, building owner, and DOC. This person will be responsible for preparing and submitting the Building Reuse application by the deadline of August 27, 2020 and will also administer the grant, if awarded, over the term of the grant. Partners in Progress can provide additional support to that staff member if desired.

**RECOMMENDATION SUMMARY:** Moore County desires to support its existing industries and their efforts to grow and thrive because such efforts result in new job creation for the County's citizens and capital investment that increases the County's tax base. On behalf of Project Aerodome, the appropriate motions should be made in which the Board of Commissioners 1) agree to be the local government applicant for a state Building Reuse grant; and 2) approve and adopt a Resolution of Support as required by the Building Reuse grant application.

**ATTACHMENTS:**

- 1) Copy of the requirements and application for the 2020-2021 Building Reuse grant program
- 2) Resolution of Support

**CONTACT INFORMATION**

Pat Corso, Executive Director  
Moore County Partners in Progress  
910-246-0311  
[patcorso@moorebusiness.org](mailto:patcorso@moorebusiness.org)



The Rural Economic Development Division, as authorized under N.C.G.S. 143B-472.127, provides grants and loans to local government units to support economic development activity that will lead to the creation of new, full-time jobs. The program gives priority to projects located in the 80 most distressed counties in the state; and resident companies as defined in N.C.G.S. 143B-472 (a) 4.

**PROGRAM CATEGORIES**

**Rural Building Reuse**—Three categories of funding are available for 1) the renovation of vacant buildings, 2) the renovation or expansion of a building occupied by an existing North Carolina company wishing to expand in their current location and 3) the renovation, expansion or construction of health care facilities that will lead to the direct creation of new, full-time jobs.

**Rural Infrastructure**—Funding is available for publicly-owned infrastructure including water, sewer, electric, broadband, rail, and road improvements that will lead to the direct creation of new, full-time jobs.

**HOW TO APPLY**

**Funding Availability and Target Industry Projects**

The potential funding available for each project will be assessed through analysis of the project and will be based upon the project’s location, the quantity and quality of jobs committed, the overall economic impact of the project, and at the discretion of the Rural Infrastructure Authority.

Projects that meet all the criteria below may receive the highest priority consideration:

- Located in a Tier 1 or Tier 2 county,\*
- Meet or exceed the county average annual wage,\*
- Identified as a Target Industry (see table below),
- Offer at least 50% employer-paid health insurance
- Will create a significant number of new, full-time jobs

\*Check County Tier Designations and County Average Private Sector Wages at: <http://www.nccommerce.com/research-publications/incentive-reports/county-tier-designations>

Target industries are identified in the table below. The first step in assisting target industry projects begins with the developers at the Economic Development Partnership of North Carolina (EDPNC). EDPNC Representatives will guide the local government and business through the initial information gathering phase of the project and EDPNC will refer the project to Commerce. Applicants may find more information about the EDPNC at [www.edpnc.com](http://www.edpnc.com).

Target Industries
Aerospace/Aviation/Defense
Automotive/Truck/Heavy Equipment
Agriculture/Forestry/Food
Biotech/Life Sciences
Business and Financial Services
Energy
Information Technology
Manufacturing (Chemical/Furniture/Metals/Plastics/Textiles)
Other Headquarters

**Conference Call**

The application process requires a pre-application conference call. For a target industry projects, the conference call will be conducted after the project’s referral to Commerce is complete.

- To request a pre-application conference call, submit pages 6-10 of this application package along with at least two proposed dates/times for the call to the appropriate program manager.
- The local government, business owner, and property owner (Building Reuse) are required to be on the call. Other project partners may also participate.
- Once the conference call is complete, eligible applicants should submit the full application package—pages 6-10 of this including any revisions discussed in the pre-application conference call, along with the documents requested in Tabs 1-5 on pages 4-5 of this application package.

## ELIGIBLE APPLICANTS

---

- **Rural Building Reuse**—Eligible applicants are units of local government located in Tier 1 or Tier 2 counties, and rural census tracts in Tier 3 counties. As authorized in N.C.G.S. 143B-472.127(a)(2), a rural census tract<sup>†</sup> is an area having a population density of less than 500 people per square mile in accordance with the most recent decennial federal census.
- **Rural Infrastructure**—Eligible applicants are units of local government with priority given to the Tier 1 and Tier 2 counties.

<sup>†</sup>Check census tracts at: <http://ncommerce.maps.arcgis.com/apps/webappviewer/index.html?id=5863f411469f4c08a40edded88b42167>

## BUILDING REUSE ELIGIBLE PROJECTS AND EXPENSES

---

### Vacant Building Category

- renovation of buildings that have been vacant for at least three months prior to application deadline
- initial upfit of a shell building is eligible if the building is at least 5 years old and has never been occupied
- only renovations within the existing footprint are eligible

### Existing Business Building Category

- buildings occupied for at least 12 months by one of a business identified as a target industry (see table on page 1)
- jobs are required to meet the county wage standard and provide 50% paid health insurance
- renovation within the existing footprint and connected additions are eligible

### Rural Health Category

- new construction, renovation, or expansion of health care facilities
- NC licensure required for participating health care companies

### Eligible Expenses – Building Reuse, All Categories

- improvements to real property, including, but not limited to: materials and labor to install HVAC, electrical, plumbing, fire alarm/suppression system, roofing, flooring, carpentry, drywall, paint, etc.
- a company owned or operated by any project partner may not be used as a contractor for the renovation project unless the company holds a valid NC General Contractors license. A copy of the company's NC General Contractor's license must be included in Tab 3 of the application materials

### Ineligible Expenses – Building Reuse, All Categories

- the following are examples of prohibited expenses and may not be submitted for reimbursement or to meet the matching funds requirement: building purchase, design costs, engineering costs, permit fees, surveys, legal fees, machinery & equipment, cranes, security, telephone, and computer hardware and software, solar panels, signage, landscaping, silo and other ancillary structures, furnishings, paving, fencing, kitchen equipment, and refrigeration equipment. This list is not comprehensive and specific items of concern should be discussed with program staff.
- renovations for housing or government uses are not eligible

## INFRASTRUCTURE ELIGIBLE PROJECTS AND EXPENSES

---

- construct public infrastructure improvements
- upgrade or repair of public drinking water or wastewater treatment plants
- upgrade, extensions, or repair of public water or sewer lines
- publicly owned natural gas lines (requires an executed Pipeline Construction, Operating and Resale Agreement)
- installation or extension of public broadband infrastructure
- construction of publicly owned access roads not funded or owned by the Department of Transportation
- construction of public rail spur improvements

### Eligible Expenses – Infrastructure

- eligible expenses include planning, materials, labor, and administration to complete public infrastructure improvements

### Ineligible Expenses – Infrastructure

- privately owned infrastructure improvements
- projects that address building construction
- land acquisition costs or fees with the exception those associated with public easements for the project

## **JOB CREATION REQUIREMENTS**

---

- Applicants must show that the improvements will result in the creation of new, full-time jobs in the private sector within 18 months of the grant award. Part-time, Full-Time Equivalents (FTE) positions, or contract and consulting jobs are ineligible.
- Each position must be filled with one full-time employee. Full-time employment is defined as one person working at least 35 hours per week, whose wages are subject to withholding, and who is employed in a permanent position.
- Priority will be given to projects that offer higher salaries/wages and provide at least 50% employer-paid health benefits to employees.
- The company must pay North Carolina Unemployment Insurance on each employee for whom a job is committed.
- The company will be expected to maintain all existing full-time jobs in North Carolina reported at the time of application (baseline) plus create the new, full-time jobs committed.
- The baseline will be established using the most recently filed NCUI 101 Form filed with the NC Department of Commerce Division of Employment Security at the time of application submittal.
- To meet the terms of the grant the company must maintain the baseline number plus the new, full-time jobs concurrently for at least six consecutive months.
- All participating companies must agree to provide the local government and the Department of Commerce access to company employment records necessary to verify the creation of new jobs.

## **LOCAL GOVERNMENT REQUIREMENTS & LIABILITIES**

---

- The local government will coordinate and oversee all aspects of the project, including the application process, contracting process, reporting requirements, payments, job verification, and loan repayment if required.
- The local government is required to analyze the participating company's financial and organizational strength regarding its ability to successfully meet the terms of the job creation and maintenance requirements, and the ability to meet the potential for repayment of loan funds.
- In the event the company defaults on the job commitment, the local government is required to repay the loan to Commerce irrespective of whether the funds are collected from the property/business owner.
- When the improvements are owned by the local government, state regulations regarding procurement, including N.C.G.S.14-234 are required.
- Local governments are subject to state audit and reporting requirements.

## **MATCH REQUIREMENTS**

---

- A cash match equivalent to at least 5% of the grant amount is required for all projects.
- The cash match shall come from local resources and may not be derived from other State or federal grant funds.
- Costs that are ineligible for grant funding may not be considered for the match. The only exception is paid grant administration when paid to an organization separate from the applicant organization.
- In-kind match is not allowable.
- In addition to the 5% match described above, the building reuse program requires a dollar for dollar match up to the total grant amount.

## **REPAYMENT REQUIREMENTS**

---

- If job creation goals are not met, a pro-rata share of funds for each job not created must be repaid to the Department of Commerce by the local government.
- For Building Reuse projects, the local government will secure the funds through a Legally Binding Commitment and Promissory Note executed between the local government and the property owner.
- For Infrastructure projects, the local government will secure the funds through a Legally Binding Commitment executed between the local government and the company owner.
- Repayment forgiveness is offered upon the successful verification of the required job creation by the Department of Commerce.

## APPLICATION CHECKLIST

---

Submit a complete application package **including the application form and the documents listed within the checklist below.** Provide one tabbed and bound copy along with two tabbed, non-bound copies of the materials.

### Tab 1

- Application Form.** The form should be signed by local government chief elected official.
- Local Government Resolution.** Submit a signed resolution adopted by the governing board in support of application submission to the Department of Commerce. The resolution must state the purpose of the project, indicate the local government's support for the project, and commitment to provide a cash match of at least 5% of the grant request amount toward the project.

### Tab 2

- Job Commitment Letters.** Submit a signed letter of job commitment from each company that will participate in the project. The letter should include **(1)** the number of existing full-time and part-time employees (listed separately) at all company locations in North Carolina, and **(2)** the number of new, full-time jobs to be created by the company and maintained concurrently for six-consecutive months within two years of the grant award date. The letter must be printed on the company's letterhead and signed by the company's Chief Executive Officer, Chief Financial Officer or President.
- Employer's Quarterly Tax and Wage Report—NCUI 101 Form(s).** Submit a copy of the of the *Employer's Quarterly Tax and Wage Report* (NCUI 101 form) for each company that will commit jobs to the project. The form must have been filed with the North Carolina Department of Commerce Division of Employment Security for the quarter ending closest to the application deadline. The entire Social Security Number for each person should be redacted (blacked out). The name and wages must remain readable. Any discrepancy in the number of employees listed on the NCUI 101 form(s) for the last month of the quarter and the number reported in the Job Commitment letter must be thoroughly explained in the narrative section of this application.  
*NOTE: If any company has more than one location in North Carolina, a NCUI-101 multi-site report or forms for each company location must be provided.*
- Business Financial Documents.** Submit a copy of the most recent three years of certified or CPA prepared financial statements that include Balance Sheet, Income Statement and Statement of Cash Flows for each non-start-up company participating in the project.

### Tab 3 – *Building Reuse Projects Only*

- Line Item Budget.** Submit a line item budget that lists the proposed renovation/construction expenses and the cost for each expense (example expenses include, but are not limited to: HVAC, electrical, plumbing, roofing, flooring, painting, etc.).
- Cost Estimates.** Submit cost estimates for each expense identified in the line item budget. The estimates must be prepared by a contractor, sub-contractor or architect and provided on that company's letterhead. A company owned or operated by any project partner may not provide estimates or be used as a contractor for the renovation project unless the company holds a valid NC General Contractors license. A copy of the company's valid NC General Contractor's license must be included in this section of the application materials.
- Site Control Documents.** Submit a copy of the property deed. Also, if the job creating company does not own the building, submit a copy of an executed lease agreement. If the property ownership will change, provide a detailed explanation of the real estate transaction that will occur with the legal names of the seller and buyer and date that the sale will close. Once the transaction is complete, a copy of the new deed must be submitted. The project will not be placed under contract until all correct, complete site control documents are received.

### Tab 3 – Infrastructure Projects Only

- Preliminary Engineering Report (PER).** The PER should detail the proposed improvements and the current infrastructure that supports the proposed improvements. The PER should be sealed and dated and include an opinion of cost that is not more than six months old at the time of the application. The PER should include a map that shows the location of the business(es) as well as the location of the current infrastructure serving the project area and the proposed infrastructure improvements that will be supported through the project assistance.
- Line Item Budget.** Submit a line item budget that lists the expenses associated with the proposed infrastructure improvements and the cost for each expense.
- Proof of Funding Availability.** Submit a signed letter of funding availability from each source of funds committed for the project. The total of all funding commitment letters must meet or exceed the total project cost. If loan or other grant funds are pledged, a loan/grant commitment letter from each source of funds must be included.

### Tab 4

- Photographs.** Submit photographs representative of the proposed project. Include digital copies on a flash drive along with printed copies.

### Tab 5 – Start-Up Businesses Only

- Business Plan.** A complete and detailed Business Plan that includes three years of financial projections (including balance sheets, cash flow statements and income statements) along with a Source and Use of Funds statement, with detailed assumptions upon which the financial projections were built. The Business Plan must also include a marketing plan that details what the company plans to sell and how they will market the product or service. The Business Plan should also provide a thorough description of the management team and the members' background that support the success of the venture. A description of the company's competitors should be provided, with an explanation of how the company will garner its expected share of the market.
- Capital Plan.** Details and evidence regarding the capital that has been or will be raised. This must include where the capital is currently on deposit and the total amount that is required to launch the business and sustain it in the early years. A letter from the depository holding the funds in escrow can serve as proof of the available capital.
  - Evidence of initial capitalization (loans, private investor commitments), as well as the ability to meet working capital needs must be provided.
  - A commitment letter from a bank for an operating line of credit needed to fund the "cash cycle" of the business and provide for unforeseen needs. In addition, the source of the funding for any machinery and equipment required for the project.
- Articles of Incorporation.** For each start-up company submit a copy of the company's "Articles of Incorporation" filed with the NC Department of the Secretary of State.
- Contracts with potential customers or letters of intent to buy from the company when it begins operations.**
- Copies of the bylaws, shareholder agreement or operating agreement of the business.**
- Copies of any certifications by regulatory bodies necessary to operate the business.**
- An understanding with the principal owners that they may be required to sign a personal guarantee of the performance of the grant and provide complete personal financial statements for each guarantor.**

## APPLICATION SUBMISSION

---

Applicants should submit pages 6-10 of this application package including any revisions discussed in the pre-application conference call, along with the documents requested in Tabs 1-5 on pages 4-5 of this application package. Full applications should be received at Commerce by 5:00 p.m. on the selected full-application deadline. The full list of application deadlines can be found on the Commerce website at <http://www.nccommerce.com/rgp>.

### Mail Application Materials:

Building Reuse Projects-Hazel Edmond or Infrastructure Projects-Melody Adams

North Carolina Department of Commerce  
Rural Economic Development Division  
4346 Mail Service Center (US Mail)  
301 North Wilmington Street (FedEx, UPS)

Raleigh, NC 27699-4346



Application # \_\_\_\_\_  
(For internal use only)

Vacant Building  Existing Business Building  Rural Health Care  Rural Infrastructure

**Applicant Information**

**Local Government**

Name: \_\_\_\_\_ County: \_\_\_\_\_ Tier #: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Primary Telephone: \_\_\_\_\_ Federal Tax ID #: \_\_\_\_\_

Website: \_\_\_\_\_

Chief Elected Official Name: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Manager/Administrator Name: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

**Local Government Project Manager (If different than above):**

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

Telephone(s): \_\_\_\_\_ Email: \_\_\_\_\_

**Grant Administrator Company Name (if applicable):** \_\_\_\_\_

Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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

Telephone(s): \_\_\_\_\_ Federal Tax ID #: \_\_\_\_\_

Website: \_\_\_\_\_ Email: \_\_\_\_\_

**Project Information**

Project Title: \_\_\_\_\_ Grant Amount Requested (\$): \_\_\_\_\_

Number of Businesses to be Assisted: \_\_\_\_\_ Number of Jobs to be Created: \_\_\_\_\_

Project Description (provide a summary of the project below):

[Empty text box for project description]

Has any project participant ever benefitted from a grant with the Department of Commerce?

Yes

No

If Yes, please explain ↴

[Empty text box for explanation]



Property Owner Information

Property Owner Legal Name: \_\_\_\_\_

Property Owner Representative Name (First and Last): \_\_\_\_\_  
(Authorized to sign loan documents for Building Reuse)

Property Owner Rep.  
Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Property Owner Rep.  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Property Information

Property Address  
for Project: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Year Building Was Constructed: \_\_\_\_\_ Number of Months Building Vacant: \_\_\_\_\_ Square Footage of Building: \_\_\_\_\_

Is the property listed on the National Register of Historic Places?  Yes  No

If you are unsure whether the property is listed on the National Register of Historic Places, you can check the address by accessing the following website: <http://gis.ncdcr.gov/hpoweb/>. If the property is listed, the provisions of NCGS 121-12(a) will be required.

Company Information

**BUSINESS** Name: \_\_\_\_\_ Federal ID Tax #: \_\_\_\_\_

Business Representative Name: \_\_\_\_\_ NAICS Code: \_\_\_\_\_

Business Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Business Representative  
Phone: \_\_\_\_\_ Business Representative Email: \_\_\_\_\_

Check ONE box below for the Industry Type of the Business:

- Data & Call Services     Healthcare     Manufacturing     Processing     Warehouse/Distribution
- Professional     Service     Restaurant     Retail     Non-Profit

Is the proposed Business a startup?    Yes     No     If no, how many years in business in NC? \_\_\_\_\_

Number of existing part-time employees in NC: \_\_\_\_\_ Will the business provide health benefits?    Yes     No

Number of existing full-time employees in NC: \_\_\_\_\_ What % of health benefits are employer paid? \_\_\_\_\_ %

Number of new full-time jobs committed: \_\_\_\_\_ Average annual wage of the new jobs committed? \_\_\_\_\_

If more than one company will participate in the project, please copy this page and complete for each additional company.



**Rural Building Reuse and Infrastructure  
Application Form**

*If more than one company will participate in the project, please copy this page and complete for each additional company.*

**Local Government Certifications**

The attached statements and exhibits are hereby made part of this application, and the undersigned representative of the applicant certifies that the information in this application and the attached statements and exhibits are true, correct, and complete to the best of the signatory's knowledge and belief. The signatory further certifies:

- 1 as Authorized Representative, the signatory has been authorized to file this application by formal action of the governing body;
- 2 that the governing body or agrees that if a grant is awarded, the applicant will provide proper and timely submittal of all documentation requested by the Grantor Agency;
- 3 that the applicant has substantially complied with or will comply with all federal, state, and local laws, rules, regulations, and ordinances as applicable to this project;
- 4 that the applicant has analyzed the participating companies' financial and organizational strength regarding the ability to successfully meet the terms of the job creation and maintenance requirements, carry out the renovation project, as well as, the ability to meet the potential for repayment of loan funds; and
- 5 that the project is in accordance with the applicant's economic development plan and that the applicant has investigated any impact that the project may have on existing businesses within the applicant's jurisdiction.

---

**Signature of Local Government Chief Elected Official**

---

**Typed Name**

---

**Typed Title**

---

**Date**

---

**Signature of Property Owner Representative**

---

**Typed Name**

---

**Typed Title**

---

**Date**

---

**Signature of Company CEO/CFO/COO/President**

---

**Typed Name**

---

**Typed Title**

---

**Date**

**RESOLUTION OF SUPPORT  
PROJECT AERODOME – BRS AEROSPACE INC.  
Building Reuse Grant – Existing Business Building Category**

**WHEREAS**, BRS Aerospace, Inc. (“BRS”), a manufacturer of whole aircraft rescue parachute systems, is headquartered in South St. Paul, MN and has a manufacturing facility located at 41383 U.S. Highway 1 South in the Extraterritorial Jurisdiction of the Town of Pinebluff, Moore County, North Carolina; and

**WHEREAS**, BRS plans to move and consolidate all of its operations from the Minnesota facility into the Pinebluff facility that will require repairs and renovations to accommodate the expanded operations; and

**WHEREAS**, BRS has committed to creating a minimum of thirty-eight (38) new, full-time jobs within two (2) years at its Pinebluff location and to maintaining these new jobs for at least six (6) consecutive months; and

**WHEREAS**, The County of Moore desires to support new and existing industries and their efforts to grow and thrive because such efforts result in new job creation for the County’s citizens and capital investment that increases the County’s tax base; and

**WHEREAS**, The County of Moore supports BRS’ consolidation plans in the Pinebluff facility and is applying for a grant through the N.C. Department of Commerce’s Building Reuse Grant Program – Existing Business Building Category in the amount of \$190,000 on behalf of BRS to assist with the costs of renovating the Pinebluff facility; and

**WHEREAS**, If the grant is awarded, the County agrees to provide a cash match of five percent (5%) of the grant amount requested, or \$9,500, toward the renovation project, as required by the Building Reuse Grant Program.

**NOW THEREFORE BE IT RESOLVED**, that for the mutual benefit of the County of Moore and BRS Aerospace Inc., the County of Moore Board of Commissioners endorses Project Aerodome as demonstrated through its application for a Building Reuse Grant and its commitment to provide the five percent (5%) required match.

Adopted and approved this \_\_\_\_\_ day of August 2020, on behalf of the County of Moore Board of Commissioners.

\_\_\_\_\_  
Frank Quis, Chairman

ATTEST

(SEAL)

\_\_\_\_\_  
Laura M. Williams, Clerk to the Board

**Agenda Item:** VIII.B.  
**Meeting Date:** August 4, 2020

**MEMORANDUM TO MOORE COUNTY BOARD OF COMMISSIONERS:**

**FROM:** Randy Gould, Director of Public Works  
**DATE:** July 24, 2020  
**SUBJECT:** Town of Aberdeen Water Purchase Agreement  
**PRESENTER:** Randy Gould, PE

**REQUEST:**

Approve the Water Purchase Agreement with the Town of Aberdeen

**BACKGROUND:**

The current contract between Moore County and the Town of Aberdeen is about to expire. The new agreement (attached) is scheduled to be placed on the agenda for the Town's August Board Meeting. Aberdeen is contracted to supply up to 600,000 gallons per day to Moore County.

**IMPLEMENTATION PLAN:**

Approve the Water Purchase Agreement with the Town of Aberdeen.

**FINANCIAL IMPACT STATEMENT:**

The rate shall be at Aberdeen's current rate per 1000 gallons purchased.

**RECOMMENDATION SUMMARY:**

Make a motion to approve the attached Water Purchase Agreement and Resolution with the Town of Aberdeen and authorize the Chairman to sign.

**SUPPORTING ATTACHMENTS:**

Water Purchase Agreement with the Town of Aberdeen  
Resolution

**STATE OF NORTH CAROLINA**

**MOORE COUNTY**

**WATER PURCHASE CONTRACT**

(4-27-20)

THIS CONTRACT for the sale and purchase of water is entered into as of the ~~1st day of July~~, 9<sup>th</sup> day of August, 2020, between the **TOWN OF ABERDEBN** (hereinafter referred to as "Seller"), and the **COUNTY OF MOORE**, (hereinafter referred to as "Purchaser").

WITNESSETH:

WHEREAS, the Purchaser is a body politic duly organized and existing under the laws of the State of North Carolina; and

WHEREAS, the Seller is a municipal corporation duly organized and existing under the laws of the State of North Carolina; and

WHEREAS, the Purchaser, among its other functions, operates a water supply and distribution system serving water users within its boundaries, and is in need of an additional supply of treated water therefore: and

WHEREAS, the Seller owns a water supply and distribution system; and

WHEREAS, the Seller currently has available excess capacity of treated water sufficient to supply the request of the Purchaser as set forth in this contract and to satisfy the present and anticipated needs of its customers; and

WHEREAS, the Seller desires to sell to Purchaser and Purchaser desires to buy from Seller a supply of potable water as set forth herein: and

WHEREAS, the Seller and the Purchaser have agreed upon certain terms regarding the sale of water as mentioned above, and now desire to set forth the terms of their agreement; and

WHEREAS, by a Resolution originally adopted by the Board of Commissioners of the Town of Aberdeen ("Town Board") at its meeting on August 9, 2010, and now amended by the Town Board as Seller at its meeting of ~~January 13, 2020~~, **May 11, 2020**, the sale of said water to the Purchaser as provided herein was approved, and the execution of this Contract by the Seller was duly authorized; and

WHEREAS, by Resolution amending the original agreement and adopted by the Moore County Board of Commissioners at its meeting on \_\_\_\_\_, the purchase of said water from the Seller as provided herein in the amended agreement was approved, and the execution of this contract by Purchaser was duly authorized;

NOW THEREFORE, in consideration of the foregoing and the mutual agreements hereinafter set forth, the parties Agree as follows:

**A. SELLER'S OBLIGATIONS:**

1. (Quality and Quantity) Subject to the remaining provisions of this contract, Seller shall furnish to the Purchaser at the point of delivery hereinafter specified, during the term of this contract or any renewal or extension thereof, potable treated water meeting applicable purity standards of the State of North Carolina Administrative Code, 15A NCAC 18C "Water Supplies" , in such quantity as may be required by the Purchaser not to exceed Six Hundred Thousand (600,000) gallons per day. The annual minimum is Two Hundred Thirty Thousand (230,000) gallons per day, averaged over the preceding year or Eighty-Three Million Nine Hundred and Fifty Thousand (83,950,000) gallons per year. For purposes of this Paragraph A.1, a "year" is defined as ~~July 1 through June 30<sup>th</sup>~~ **August 9<sup>th</sup> through August 8<sup>th</sup>** If Purchaser fails to purchase the required annual minimum, and no restrictions on the purchase of water have been imposed by Seller during such year, then Purchaser shall nevertheless be obligated to pay to Seller the difference between the amount paid by Purchaser for the water actually purchased during that year and the amount that Purchaser would have been obligated to pay had Purchaser purchased the 83,950,000 gallons minimum for the year.

2. (Point of Delivery and Pressure) Seller shall furnish water at a reasonably constant pressure from an existing main supply line owned by Seller. The point of delivery shall be at a meter facility owned by Seller and located at the base of the Seller's elevated water storage tower on NC Hwy. 5 in Aberdeen. If a greater pressure than what is that normally available at the point of delivery is required by the Purchaser, the cost of providing such greater pressure shall be borne by the Purchaser. Emergency failures of pressure or supply due to main supply line breaks, power failure, water source contamination, flood, drought, fire and use of water to fight fire, earthquake or other catastrophe shall excuse the Seller from this provision for such reasonable period of time as may be necessary to restore service.

3. (Metering Equipment) The metering equipment owned by Seller and located at the base of Seller's elevated water storage tower described in Paragraph A.2 hereof shall be read by Seller during the end of the billing cycle for the billing month which is typically between the 12th and 18th of the month prior to billing. on the last day of each month. An appropriate official of the Purchaser shall have access at all reasonable times to the meter for the purpose of verifying its readings.

4. (Billing Procedure) Seller shall provide to the Purchaser, between the first (1st) day and the fifth (5th) day of the billing month , an itemized statement of the amount of water furnished to the Purchaser during the preceding reading dates. **Billings will remain on a calendar month basis or as close to such schedule as may be possible.** Water bills are considered past due after the 20th of the billing month or cycle. To outstanding balances as of 5:01 pm on the 20th of the billing month will be added a five percent (5%) late fee or five dollars (\$5.00), whichever is greater, If payment is not received by the Seller by the 5th of the following month this shall constitute a material breach of this contract, and Seller may terminate this contract as provided in Paragraph C.6. If the 5th falls on a Saturday, Sunday, or a holiday the customer will be given until 5:00 pm, on the next working day to pay the outstanding balance in full to avoid a \$25.00 penalty in addition to the late fee described above. The Seller will not cut off service to the purchaser for non-payment unless payment is over 45 days past due. The Seller will not be responsible for late, undelivered bills or payments delayed by the United States Postal Service.

**B. PURCHASER'S OBLIGATIONS:**

1. (Rates and Payment Dates) See above A.4 for payment dates and penalties. The rate shall be at the current 2019-2020 rate of \$2.74 per 1,000 gallons purchased. The annual minimum total payout will be \$230,023.00 (minimum 83,950,000 gallons a year x.00274)

2. (Water Availability) For amounts above 600,000 gallons per day Purchaser will need to have availability approved in advance by Seller, specifically either the Aberdeen Public Works Director, at 910-944-7012 or Aberdeen Utilities Operations Manager, at 910-690-4193. In the event the Seller finds it necessary to go elsewhere to purchase additional water for use by Purchaser that will exceed the 600,000 gallons per day, which Seller then re-sells to Purchaser, the Purchaser agrees to pay ten percent (10%) above the Seller's cost for the additional water over 600,000 gallons per day, or Purchaser shall have the option to suspend the contract for amounts over 600,000 per day until sufficient additional water is available as determined by the Seller..

C. IT IS FURTHER AGREED BETWEEN THE SELLER AND THE PURCHASER AS FOLLOWS:

1. (Term of Contract) That this Contract shall extend for a term of three (3) years from ~~July 1,~~ **August 9, 2020**, and, thereafter may be renewed or extended for such term, or terms, as may be agreed upon by the Seller and Purchaser. This contract will automatically extend for two (2) additional three (3) year terms unless either the Seller or Purchaser within ninety (90) days of the renewal date decide to make changes to or terminate the contract. Any changes to or termination notice is only valid if received by the other party in writing. For clarification of the ninety (90) day rule, if the renewal date is ~~July 1~~ **August 9** any notice to change or terminate would have to be received by the other party on or before ~~April 1~~ **May 9** .

2. (Emergency Services) That Seller and Purchaser shall endeavor to provide such quantities of water each to the other as may be needed in the case of emergency water needs, such as water source contamination, production facility failure, natural disaster, drought, or other catastrophe. The cost of such water shall be at the rate described in Paragraph B.1.

3. (Delivery of Water) The date for commencement of this contract shall be ~~July 1,~~ **August 9, 2020**.

4. (Failure to Deliver) The Seller will, at all times, operate and maintain its system in an efficient manner and will take such action as may be necessary to furnish the Purchaser with quantities of water required under the terms of this Contract by the Purchaser. Temporary or partial failure to deliver water shall be remedied with all possible dispatch. Notwithstanding the foregoing, Seller retains the right to restrict the amount of water it furnishes under this contract. In the event of an extended shortage of water, or the supply of water available to the Seller is otherwise diminished over an extended period of time; the supply of water to Purchaser shall be reduced or diminished in the same ratio or proportion as the supply to Seller's consumers is reduced or diminished as may be determined in the sole discretion of Seller.

5. (Modification of Contract) That the provisions of the contract may be modified or altered by mutual written agreement of the parties.

6. (Termination) 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 shall be entitled to such additional rights and remedies as may be allowed by

applicable law. Termination of this contract shall not form the basis of any claim for loss of anticipated profits by either party.

7. (Rate Escalation Clause) The Rate can only be increase on an annual basis, based on the same percentage increase that the Town of Aberdeen Board of Commissioners raises the rate for all customers (e.g., if the water rate per 1000 gallon is increased 3 percent then the rate per 1000 gallons billed for this contract will increase by 3 percent).

8. (Notices) Any notice required to be given hereunder by Seller to Purchaser shall be made by Seller in writing and mailed by first class mail, e-mail, or transmitted by facsimile to the County Manager, County of Moore at the following address: Post Office Box 905, Carthage, NC 28327, or by facsimile to (910) 947-1874. Notice shall be effective upon receipt. Any notices required to be given hereunder by Purchaser to Seller shall be made by Purchaser in writing and mailed by first class mail, e-mail, or transmitted by facsimile to the Town Manager, Town of Aberdeen, at the following address: Post Office Box 785, Aberdeen, NC 28315, or by facsimile to (910)944-7459. Notice shall be effective upon receipt.

9. (Regulatory Agencies) This contract is subject to such rules, regulation, or laws as may be applicable to similar agreements in this State, and Seller and Purchaser will collaborate in obtaining such permits, certificates, or the like, as may be required to comply therewith.

10. (Governing Laws) This contract shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this contract shall be brought in the General Court of Justice in the County of Moore and the State of North Carolina.

The rest of this page is left intentionally blank.

WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have caused this contract to be duly executed in duplicate counterparts, each of which shall constitute and original.

Executed by the Town of Aberdeen this \_\_\_\_ day of \_\_\_\_\_, 2020.

ATTEST:  
BY: \_\_\_\_\_  
Regina M. Rosy, Town Clerk

TOWN OF ABERDEEN  
BY: \_\_\_\_\_  
Robert A. Farrell, Mayor

Certificate of Town Finance Officer

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

\_\_\_\_\_  
Town of Aberdeen Finance Officer

Executed by Moore County, State of North Carolina this \_\_\_\_ day of \_\_\_\_\_, 2020.

ATTEST:

Moore County Board of Commissioners

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Laura M. Williams, Clerk to Moore County  
Board of Commissioners

Frank Quis, Chairman

Certificate of Moore County Finance Officer

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

\_\_\_\_\_

Moore County, Finance Officer

**RESOLUTION APPROVING A WATER PURCHASE AGREEMENT BETWEEN THE  
COUNTY OF MOORE AND THE TOWN OF ABERDEEN**

**WHEREAS**, the County of Moore (herein “County”) and the Town of Aberdeen (herein “Town”) are entering into the attached Water Purchase Agreement wherein Aberdeen agrees to supply up to 600,000 gallons per day to Moore County per the terms of the Agreement; and

**WHEREAS**, pursuant to N.C.G.S. §160A-461, the County and the Town are authorized to enter into Interlocal Agreements in order to execute any undertaking.

**NOW, THEREFORE, BE IT RESOLVED**, the County hereby approves the Water Purchase Agreement between the County of Moore and the Town of Aberdeen.

Adopted this the 4<sup>th</sup> day of August 2020.

---

Francis R. Quis, Chairman  
Board of Commissioners

Attest:

---

Laura M. Williams  
Clerk to the Board

**Agenda Item:** IX.A.  
**Meeting Date:** 08/04/2020

**MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:**

**FROM:** Laura M. Williams, Clerk  
**DATE:** 07/24/2020  
**SUBJECT:** Appointments / Board of Health

**REQUEST:**

Appoint at-large member to the Moore County Board of Health.

**BACKGROUND:**

Board of Health member Warren Lewis' term expires August 31. He is willing and eligible to continue service for one additional term. Additional applications on file are attached.

**IMPLEMENTATION PLAN:**

Clerk will make notification of appointment and update records.

**RECOMMENDATION SUMMARY:**

Make a motion to appoint an at-large member to the Board of Health for a three-year term expiring August 31, 2023.

Agenda Item: IX.B.  
Meeting Date: 08/04/2020

**MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:**

**FROM:** Laura M. Williams, Clerk  
**DATE:** 07/24/2020  
**SUBJECT:** Appointments / Juvenile Crime Prevention Council

**REQUEST:**

Reappoint two members and appoint one new member to the Juvenile Crime Prevention Council.

**BACKGROUND:**

Current terms of service for JCPC members Matt Garner and David Lambert expire August 31. Additionally, the parks and recreation representative position is vacant on the JCPC, and Parks and Recreation Director Billy Ransom has recommended April Medlin to fill that position.

**IMPLEMENTATION PLAN:**

Clerk will make notification of appointments and update records.

**RECOMMENDATION SUMMARY:**

Make a motion to reappoint Matt Garner and David Lambert to the Juvenile Crime Prevention Council and to appoint April Medlin as the parks and recreation representative to the Juvenile Crime Prevention Council for two-year terms expiring August 31, 2022.

**Agenda Item:** IX.C.  
**Meeting Date:** 08/04/2020

**MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:**

**FROM:** Laura M. Williams, Clerk  
**DATE:** 07/24/2020  
**SUBJECT:** Appointments / Planning Board

**REQUEST:**

Reappoint member to the Moore County Planning Board.

**BACKGROUND:**

Planning Board member Bobby Hyman's term expires August 31. He is willing and eligible to continue service for an additional term.

**IMPLEMENTATION PLAN:**

Clerk will make notification of appointment and update records.

**RECOMMENDATION SUMMARY:**

Make a motion to reappoint Bobby Hyman to the Planning Board for a three-year term expiring August 31, 2023.