



**MOORE COUNTY BOARD OF COMMISSIONERS**

**TUESDAY, SEPTEMBER 6, 2016**

**REGULAR MEETING, 5:30 P.M.**

**CALL TO ORDER**

**INVOCATION** – *Rev. Tom Lamkin, Sandhills Baptist Association*

**PLEDGE OF ALLEGIANCE** – *Chris Butts, Information Technology Director*

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

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

**II. ADDITIONAL AGENDA**

**III. RECOGNITIONS**

A. National Recovery Month Proclamation (*Karen Wicker/Matt Garner*)

**IV. PRESENTATIONS**

A. Sandhills Center Quarterly Fiscal Report (*Caroline Xiong*)

**V. APPROVAL OF CONSENT AGENDA**

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

- A. Minutes: August 16, 2016 Regular Meeting and Closed Session
- B. Budget Amendments
- C. Moore County Schools Digital Learning Invoices
- D. Register of Deeds Fee Schedule Amendment
- E. Moore County Library Fee Schedule Amendment
- F. Library Card Sign-Up Month Proclamation
- G. Century Link Contract Renewal
- H. Microsoft Enterprise Agreement
- I. Memorandum of Understanding between GIS and Public Works
- J. FY17 Home and Community Care Block Grant Contract
- K. One-Time Funds Augmentation for RSVP for FY16
- L. Resolution Authorizing Upset Bid Process for “BLK M 13 Lot 22”
- M. Grant Agreement with Communities in Schools
- N. Grant Agreement with Sandhills Center for MH/DD/SAS

**VI. PUBLIC HEARINGS**

- A. Public Hearing/Planning – Conditional Use Permit Request: Mining – Williams Sand and Clay, LLC – NC Hwy 211 (*Debra Ensminger*)
- B. Call to Public Hearing/Public Works – Vass Phase 2 Wastewater Collection System Expansion Project Funding (*Leonard McBryde*)

**VII. OLD BUSINESS**

**VIII. NEW BUSINESS**

- A. Public Works – Request for Acceptance of Deed of Dedication for Meadows at Farmlife Phase 3 Subdivision (*Leonard McBryde*)
- B. Legal – Request for Approval of Resolution Authorizing Upset Bid Process for Bengston Property (*Misty Leland*)

**IX. APPOINTMENTS**

- A. Seven Lakes Firefighters Relief Fund Board
- B. Fire Commission
- C. DSS Board
- D. Airport Authority

**X. ADDITIONAL AGENDA**

**XI. MANAGER’S REPORT**

**XII. COMMISSIONERS’ COMMENTS**

**XIII. CLOSED SESSION – *pursuant to N.C.G.S. 143-318.11(a)(6)***

**ADJOURNMENT**

***COMMISSIONERS' UPCOMING MEETINGS/EVENTS:***

- **Special Meeting**, Thursday, September 8, 8:30am
- **Drug Free Moore Co.**, Thursday, September 8, 8:30am (Ritter)
- **Fire Commission**, Thursday, September 8, 6:00pm (Ritter)
- **PIP Executive Board**, Friday, September 9, 8:00am (Saunders)
- **Partners in Progress**, Tuesday, September 13, 8:00am (Graham/Saunders)
- **Airport Authority**, Tuesday, September 13, 10:00am (Graham)
- **Service Award Luncheon**, Tuesday, September 13, 12:00pm
- **Sandhills Center Board**, Tuesday, September 13, 7:00pm (Ritter)
- **Pre-agenda**, Wednesday, September 14, 9:00am (Graham/Picerno)
- **Transportation Advisory Board**, Thursday, September 15, 3:00pm (Picerno)
- **Regular Meeting**, Tuesday, September 20, closed session 4:30pm, open 5:30pm
- **DSS Board**, Wednesday, September 21, 3:00pm (Graham)
- **CVB Board**, Thursday, September 22, 4:00pm (Saunders)
- **Animal Operations Board**, Thursday, September 22, 6:00pm (Picerno)
- **Aging Advisory Council**, Tuesday, September 27, 8:30am (Saunders)
- **Pre-agenda**, Wednesday, September 28, 9:00am (Saunders/Picerno)

**PUBLIC COMMENT PROCEDURES**  
**MOORE COUNTY BOARD OF COMMISSIONERS**

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

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

*Adopted on the 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.*

**Agenda Item:** III.A.  
**Meeting Date:** Sept. 6, 2016

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

**FROM:** Drug Free Moore County  
**DATE:** August 25, 2016  
**SUBJECT:** Proclamation for National Recovery Month  
**PRESENTER:** Karen Wicker, Executive Director, Drug Free Moore County  
Matt Garner, Board Chair, Drug Free Moore County

**REQUEST:**

Proclaim September 2016 as National Recovery Month.

**BACKGROUND:**

Drug Free Moore County is a non-profit organization which provides educational information and resources for prevention, treatment and recovery of substance use.

**IMPLEMENTATION PLAN:**

Radio promotion, Treatment and Recovery providers hosting recovery awareness, other media announcements on recovery

**RECOMMENDATION SUMMARY:**

Make a motion to proclaim September 2016 as National Recovery Month in Moore County and authorize the Chairman to sign the attached proclamation.

**ATTACHMENTS:**

Proclamation

# Proclamation

County of Moore

North Carolina

## NATIONAL RECOVERY MONTH

*September 2016*

*Join the Voices for Recovery: Our Families, Our Stories, and  
Our Recovery*

**Whereas**, mental health and substance use disorders affect all communities nationwide. With commitment and support, people with these disorders can achieve healthy lifestyles and lead rewarding lives in recovery.

**Whereas**, prevention of mental and/or substance use disorders is essential to achieving healthy lifestyles, both physically and emotionally; and Prevention works, treatment is effective, and people can recover.

**Whereas**, we must encourage relatives and friends of people with substance use disorders to implement preventative measures, recognize the signs of a problem, and guide those in need to appropriate treatment and recovery support services.

**Whereas**, the impact of substance use disorders is apparent in our local community and the disease of addiction is a growing problem that impacts families and communities. Drug related arrests in Moore County are rising. The number of women who are affected by substance use disorders is also rising, far exceeding the use by men. The effect on children who are growing up in homes where the disease of addiction is active is having a major impact on our children and their future. Approximately 90% of those arrested and incarcerated have or have had substance use disorder. Overdose reports to local law enforcement have outnumbered the number of dog disturbance calls. Death from overdose is far exceeding those deaths by motor

vehicle accidents statewide. There is a rise in Hepatitis C in Moore County due to increase use of sharing needles. During the local Community Health Assessment survey respondents report substance abuse as the leading unhealthy behavior with the largest impact on Moore County citizens.

**Whereas**, to help more people achieve and sustain long-term recovery, the U.S. Department of Health and Human Services(HHS), the Substance Abuse and Mental Health Services Administration(SAMHSA), the White House of National Drug Control Policy(ONDCP), and Drug Free Moore County invite all residents of Moore County to participate in National Recovery Month.

**Now, therefore, we, the Board of County Commissioners of Moore County, North Carolina, ask the citizens of Moore County to join in celebrating this September 2016 as National Recovery Month.** We call upon our community to observe this month with events that support this year's theme, "Join the Voices for Recovery: Our Families, Our Stories, and Our Recovery."

In Witness Whereof, I have hereunto set my hand this sixth day of September, in the year of our Lord, two thousand sixteen, and of the Independence of the United States of America the two-hundred and fortieth.

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Nick J. Picerno, Chairman

**MEMORANDUM TO BOARD OF COMMISSIONERS:**

**FROM:** Caroline L. Xiong, Chief Finance Officer 

**DATE:** August 29, 2016

**SUBJECT:** Quarterly Fiscal Report – Sandhills Center of MH/DD/SAS

**PRESENTER:** Caroline L. Xiong

**REQUEST:**

Receive as information the Sandhills Center for Mental Health/Developmental Disabilities and Substance Abuse Services Quarterly Fiscal Report for the period ending June 30, 2016.

**BACKGROUND:**

North Carolina General Statutes [122C-117(c)] requires Area Mental Health Directors and Finance Officers to provide quarterly reports of the area authority to each board member of County Commissioners. The 2006 General Assembly changed the statute to require the County Finance Officer to provide the quarterly report to the Board of County Commissioners at the regularly scheduled meeting of the Board Following the end of the quarter. The information is to be provided in a format prescribed by the County, but presented in person and read into the minutes at least twice annually.

**IMPLEMENTATION PLAN:**

Receive as information the Sandhills Center for Mental Health/Developmental Disabilities and Substance Abuse Services Quarterly Fiscal Report for the period ending June 30, 2016.

**FINANCIAL IMPACT STATEMENT:**

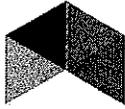
None.

**RECOMMENDATION SUMMARY:**

Receive as information the Sandhills Center for Mental Health/Developmental Disabilities and Substance Abuse Services Quarterly Fiscal Report for the period ending June 30, 2016.

**SUPPORTING ATTACHMENTS:**

Quarterly Fiscal Report for the period ending June 30, 2016 – Sandhills Center for MH/DD/SAS



# SANDHILLS CENTER

Managing Mental Health, Intellectual/Developmental Disabilities and Substance Abuse Services  
910-673-9111 (FAX) 910-673-6202 www.sandhillscenter.org Victoria Whitt, CEO

August 10, 2016

Ms. Caroline Xiong  
Moore County Finance Officer  
P O Box 905  
Carthage, NC 28327

Dear Ms. Xiong:

Attached you will find a copy of the Sandhills Center Quarterly Fiscal Report for the period June 30, 2016. This required State Division of Mental Health, Developmental Disabilities and Substance Abuse Services Report has been sent, on a quarterly basis, to each of the County Managers and County Commissioners in the Sandhills Area for a number of years. Please note that a revision to G.S. 122C-117(c), enacted by the 2006 General Assembly, requires that this Report be sent directly to each County Finance Officer. More specifically, the revised Statute requires that: "The County Finance Officer shall provide the Quarterly Report to the Board of County Commissioners at the next regularly scheduled meeting of the Board."

It should also be noted that the Statute requires that these Reports be submitted to the County Finance Officer within 30 days of the end of each quarter of the fiscal year.

A review of the attached June 30, 2016, Quarterly Fiscal Report indicates the following:

Actual Revenues = \$ 306,156,469  
Actual Expenditures = \$ 299,629,684  
Revenues in Excess of Expenditures = \$ 6,526,785

Should you have any questions on this Quarterly Fiscal Report, please feel free to contact myself or Martha Rogers (Finance Director).

Thank you for your assistance in addressing the requirements of our fiscal reporting requirements.

Sincerely,

Victoria Whitt  
Chief Executive Officer

Attachment

cc: Wayne Vest, Moore County Manager  
Otis Ritter, Moore County Commissioner

P.O. Box 9, West End, NC 27376  
24-Hour Access to Care Line: 800-256-2452  
Serving Anson, Guilford, Harnett, Hoke, Lee, Montgomery,  
Moore, Randolph & Richmond counties



**Quarterly Fiscal Monitoring Report  
For The Period Ending June 30th, 2016**

Item	Medicaid		State		Total
	Budget 2015-2016	Actual Year To Date	Budget 2015-2016	Actual Year To Date	
<b>Revenues</b>					
Medicaid Pass Thru	0	0	500,000	64,988	64,988
Budgeted Fund Balance					
Other Local			454,292	494,051	494,051
<b>Total Local Funds</b>	0	0	954,292	559,039	559,039
County Appropriations (by County Including ABC Funds)					
Anson	0	0	55,000	55,000	55,000
Guilford			9,674,000	9,674,000	9,674,000
Harnett			199,679	199,679	199,679
Hoke			58,000	58,000	58,000
Lee			240,000	240,000	240,000
Montgomery			60,775	60,775	60,775
Moore			398,235	398,235	398,235
Randolph			844,000	793,300	793,300
Richmond			142,500	142,500	142,500
<b>Total County Funds</b>	0	0	11,672,189	11,621,489	11,621,489
Local Management Entity Systems Admin	0	0	90,000	0	0
Medicaid General Admin	17,152,875	17,241,696			17,241,696
Medicaid Mental Health/Substance Abuse Treatment Planning	4,420,571	4,334,059			4,334,059
Medicaid Intellectual/Developmental Disabilities Treatment Planning	5,294,097	5,321,511			5,321,511
Division of Medical Assistance Risk Reserve Funding	5,294,097	5,354,419			5,354,419
Division of Mental Health/Intellectual Developmental Disabilities/Substance Abuse Services			18,635,636	18,073,819	18,073,819
Single Stream Funding Law 2015			5,537,053	5,537,053	5,537,053
Division of Medical Assistance Medicaid Capitation Funding	232,543,225	232,779,716			232,779,716
All Other State/Federal Funding			6,658,629	5,333,668	5,333,668
<b>Total State and Federal Funds</b>	264,704,865	265,031,401	30,921,318	28,944,540	293,975,941
Fund Balance			36,058,094	0	
<b>Total Revenues</b>	264,704,865	265,031,401	79,605,893	41,125,068	306,156,469
<b>Expenditures</b>					
Local Management Entity Systems Admin			5,690,946	5,073,153	5,073,153
Intergovernmental Transfer	5,537,053	3,181,403			3,181,403
Medicaid General Admin	23,850,004	20,942,477			20,942,477
Medicaid Mental Health/Substance Abuse Treatment Planning	5,693,385	4,689,444			4,689,444
Medicaid Intellectual/Developmental Disabilities Treatment Planning	7,948,786	7,326,835			7,326,835
Medicaid Risk Reserve	5,294,097	0			0
Medicaid Provider Payments	232,543,225	212,006,001			212,006,001
State/Local Provider Payments			51,094,633	43,753,068	43,753,068
All Other State/Federal Provider Payments			6,658,629	5,333,668	5,333,668
IBNR (Incurred But Not Reported)		-2,676,365			-2,676,365
<b>Total Expenditures</b>	280,866,550	245,469,795	63,444,208	54,159,889	299,629,684
<b>Change In Cash Balance</b>		19,561,606		-13,034,821	6,526,785

*[Signature]* 8-9-16  
LME-MCO Director Date

*[Signature]* 8-9-16  
LME-MCO Finance Director Date

*[Signature]* 8-9-16  
Area Board Chair Date

cc: County Manager for each county within the catchment area.



V. A.  
9/6/2016

**MOORE COUNTY BOARD OF COMMISSIONERS**

**TUESDAY, AUGUST 16, 2016**

**REGULAR MEETING**

The Moore County Board of Commissioners met for a Regular Meeting at 5:30 p.m., Tuesday, August 16, 2016 in the Commissioners' Meeting Room on the second floor of the Historic Courthouse in Carthage, North Carolina.

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

**Commissioners Absent:** None

\*\*\*\*\*

Chairman Picerno called the meeting to order at 5:30 p.m. Reverend Matthew Privett of Bethel Baptist Church provided the invocation and Health Department Director Robert Wittmann led the Pledge of Allegiance.

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

**PUBLIC COMMENT PERIOD**

There were no speakers.

**ADDITIONAL AGENDA**

Upon motion made by Chairman Picerno, seconded by Vice Chairman Saunders, the Board voted 5-0 to remove from the agenda a public hearing regarding an economic development incentive agreement with Reliance Packaging as well as a resolution regarding the occupancy tax rate. Upon motion made by Chairman Picerno, seconded by Commissioner Graham, the Board voted 5-0 to add to the agenda the recognition of DSS Board members.

**RECOGNITIONS**

County Government Internship Program Participants

Sarah Miller, 4-H Youth Development Agent, recognized 2016 Moore County Government Leadership Academy participants. The participants shared their experiences through the program and were awarded certificates of completion. Interns were: Abigail Gulley, Joanna Gulley, and Hari Patel.

## Department of Social Services Board Members

Commissioner Graham recognized DSS Board members, including Dr. Katherine Dunlap, Dr. John Kerr, Tony Price, Dr. Lorna Clack, and herself. She reviewed their individual professional and civic experience, and noted that together they represented over 100 years of service to the public. Dr. Dunlap had a conflict and could not be present, but all others were in attendance at the meeting and were recognized by Commissioner Graham, and she commended the service of all. Chairman Picerno thanked the DSS Board members.

### **PRESENTATIONS**

#### Report on the 2016 Session of the Tax Board of Equalization and Review

Commissioner Daeke presented a report on the 2016 activities for the Board of Equalization and Review. Upon motion made by Commissioner Daeke, seconded by Vice Chairman Saunders, the Board voted 5-0 to accept the report, which is hereby incorporated as a part of these minutes by attachment as Appendix A.

### **CONSENT AGENDA**

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

Minutes: August 2, 2016 Regular Meeting and Closed Session  
Budget Amendment  
Tax Releases/Refunds – July 2016  
Money Market Annual Percentage Yield Agreement Amendment  
Martin Starnes & Associates, CPAs, P.A. Contract Amendment  
Globe Communications Contract Amendment # 2  
Atkins North America, Inc. Contract Amendment # 2  
2017 Emergency Management Planning Grant Application  
FY17 JCPC Funding Plan Revision

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

### **PUBLIC HEARINGS**

#### Public Hearing/Planning – Conditional Use Permit Request: HCE Moore II – Stage Road

HCE Moore II, LLC requested a Conditional Use Permit to construct a commercial solar collector facility on approximately 27.5 acres of an overall approximately 127 acre parcel (ParID 00005347) located on State Road, owned by William Richard Pressley as identified in Moore County tax records. Per Moore County Planning Department staff, this case was properly advertised, a public hearing sign was posted on the property, and all adjacent property owners were notified. The hearing on this matter was quasi-judicial in nature, and Commissioner Graham asked to be recused based on a potential conflict. Upon motion made by Chairman Picerno, seconded by Commissioner Ritter, the Board voted 5-0 to recuse Commissioner Graham from this matter. At the conclusion of the hearing, upon motion made by Chairman Picerno, seconded by Vice Chairman Saunders, the Board voted 3-1 (*Picerno, Saunders, Ritter – for; Daeke – opposed*) to deny the Conditional Use Permit.

The transcript of the hearing is hereby incorporated as a part of these minutes by attachment, and documents submitted for the record are hereby incorporated by reference, both as Appendix D. Documents are located in the permanent August 16, 2016 meeting file in the office of the Clerk to the Board of Commissioners.

Call to Public Hearing/Planning – Conditional Use Permit Request: Mining – Williams Sand and Clay, LLC – NC Hwy 211

Planning Director Debra Ensminger asked the Board to call a public hearing regarding a Conditional Use Permit request for a sand mine. Upon motion made by Vice Chairman Saunders, seconded by Commissioner Ritter, the Board voted 5-0 to call for a public hearing on September 6, 2016 at 5:30 p.m. for the following request: Williams Sand and Clay, LLC is requesting a Conditional Use Permit for the use of a sand mine on approximately 50 acres (two phases of approximately 25 acres per phase) of an overall approximate 660 acre parcel (ParID 00013401) located north of and adjacent to NC Hwy 211 and east of and adjacent to Samarcand Road, owned by Arthur R. & Sons Williams, as identified in Moore County tax records.

**NEW BUSINESS**

**Planning:**

Request for Approval to Modify the Cost Allocation Plan for the Community Development Division

Planning Director Debra Ensminger requested the Board's approval to modify the Cost Allocation Plan for Community Development. Upon motion made by Commissioner Graham, seconded by Commissioner Ritter, the Board voted 5-0 to approve the modified Cost Allocation Plan for Moore County's Community Development Division.

Request for Approval of Resolution for Road Additions to NC State Roadway System

Ms. Ensminger asked the Board to adopt a resolution recommending the addition of roads located in the Sinclair subdivision to the State roadway system. Upon motion made by Commissioner Daeke, seconded by Vice Chairman Saunders, the Board voted 5-0 to approve the resolution supporting the addition of 0.77 miles of North Prince Henry Way, 0.04 miles of Riley Lane, 0.51 miles of Turriff Way, 0.08 miles of Birnam Lane, 0.09 miles of Lothian Lane, and 0.06 miles of Bagpipe Lane within Sinclair subdivision to the State roadway system and accept maintenance responsibilities. Upon motion made by Commissioner Ritter, seconded by Commissioner Daeke, the Board voted 5-0 to authorize the Chairman to execute the resolution. The resolution is hereby incorporated as a part of these minutes by attachment as Appendix E.

Request for Approval to Submit FY17 Rural Operating Assistance Program Application

Administrative/Transportation Program Manager Lydia Cleveland requested the Board's approval to submit the fiscal year 2017 ROAP application. Upon motion made by Chairman Picerno, seconded by Vice Chairman Saunders, the Board voted 5-0 to approve and authorize the County Manager and Chief Financial Officer to sign the FY2016-2017 Rural Operating Assistance Program application.

**Health:**

Request for Approval of Mutual Aid Agreement between Moore County and Hoke County for Back-Up SIDS Counselor

Health Director Robert Wittmann requested the Board's approval of a mutual aid agreement with Hoke County for a back-up SIDS Counselor. Upon motion made by Vice Chairman Saunders, seconded by Commissioner

Ritter, the Board voted 5-0 to approve the mutual aid agreement between Moore County and Hoke County concerning a Backup Sudden Infant Death Syndrome Counselor, and authorize the Chairman to execute the same. The resolution approving the agreement is hereby incorporated as a part of these minutes by attachment as Appendix F.

**Public Works:**

Request for Approval of Contract Extension for Generator Project

Public Works Director Randy Gould asked the Board to extend the construction contract term for a generator project with Sanford Electric Company, Inc., to December 31, 2016. Upon motion made by Commissioner Graham, seconded by Vice Chairman Saunders, the Board voted 5-0 to approve the contract amendment to extend the Sanford Electric Company, Inc. contract completion date to December 31, 2016.

Request for Approval for Purchase of Water Meters

Mr. Gould requested approval to purchase water meters to be installed for new services throughout the year. Upon motion made by Commissioner Ritter, seconded by Commissioner Daeke, the Board voted 5-0 to approve the purchase of the meters from Carolina Meter & Supply in the amount of \$35,394.40 plus tax.

**Administration:**

Request to Consider Bid for Abandoned Well Sites

County Manager Wayne Vest discussed that the County had six abandoned well sites within the Seven Lakes West Landowners boundaries. He said the Seven Lakes West Landowners Association was interested in the well sites; however, when the bid was received, there was one bid amount for all six properties instead of itemized bids. The legal department consulted with the School of Government and confirmed that the properties should be bid individually to maintain the most competitiveness in the process. Mr. Vest recommended the County provide this information to the Association and request that if there is still interest in the properties, a bid be submitted for each lot. Upon motion made by Chairman Picerno, seconded by Commissioner Ritter, the Board voted 5-0 to instruct Mr. Vest to do the same (as Mr. Vest explained).

**APPOINTMENTS**

Recreation Advisory Board

Upon motion made by Vice Chairman Saunders, seconded by Commissioner Graham, the Board voted 5-0 to remove James Tepatti from the Recreation Advisory Board.

Upon motion made by Vice Chairman Saunders, seconded by Chairman Picerno, the Board voted 5-0 to appoint Michael Gatti to the Recreation Advisory Board to fill the unexpired term of Mr. Tepatti through February 28, 2018.

Workforce Development Board

Upon motion made by Chairman Picerno, seconded by Vice Chairman Saunders, the Board voted 5-0 to reappoint Kristin Richmond to the Workforce Development Board for a three-year term expiring July 31, 2019.

## Library Board of Trustees

Upon motion made by Commissioner Daeke, seconded by Commissioner Ritter, the Board voted 5-0 to waive the term limits for Theron Bell and Clara Bernicken on the Library Board of Trustees and to reappoint Ms. Bell and Ms. Bernicken to the Library Board of Trustees for three-year terms expiring August 31, 2019.

## Transportation Advisory Board

Upon motion made by Vice Chairman Saunders, seconded by Commissioner Graham, the Board voted 5-0 to appoint Yvette Ausby to the Transportation Advisory Board for a three-year term expiring August 31, 2019.

## **MANAGER'S REPORT**

County Manager Wayne Vest announced that this day was Chief Financial Officer Caroline Xiong's birthday. All present sang "Happy Birthday" to Ms. Xiong, led by Public Works Director Randy Gould.

## **COMMISSIONERS' COMMENTS**

Commissioner Daeke discussed the benefit of Moore County's tax base in comparison to other counties, noting that Moore collected much more in revenue despite a lower tax rate. Commissioner Graham expressed her thankfulness for this.

Chairman Picerno clarified comments he made during the Board's previous regular meeting regarding the Department of Social Services and policies recently adopted by the DSS Board. He said his comments were not directed at the members of the DSS Board and he did not intend to indicate wrongdoing on their part. He discussed the timing of the creation of a policy governing public comment and agenda items for the DSS Board, and the concept of perception being reality in politics. Chairman Picerno said that he did not mean to hurt anyone with his comments and he apologized if he did. He explained his desire for the death of a Moore County toddler to be investigated fully.

## **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) to preserve the attorney-client privilege.

The Board reported no action following closed session.

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

## **ADJOURNMENT**

There being no further business, upon motion made by Commissioner Graham, seconded by Vice Chairman Saunders, the Board voted 5-0 to adjourn the August 16, 2016 regular meeting of the Moore County Board of Commissioners at 10:19 p.m.

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Nick J. Picerno, Chairman

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Laura M. Williams, Clerk to the Board

**MEMORANDUM TO BOARD OF COMMISSIONERS:**

**FROM:** Caroline Xiong, Chief Finance Officer

**DATE:** 08/29/2016

**SUBJECT:** Budget Amendments

**PRESENTER:** Caroline Xiong

**REQUEST:**

Approve the attached budget amendments

**BACKGROUND:**

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

	<b>Department</b>	<b>Amount</b>	<b>Sources of Revenue</b>	<b>Justification</b>
1.	Sheriff	\$1,302 increase	Drug Forfeiture	Purchase Law Enforcement Equipment
2.	Parks & Recreation	\$2,000 increase	Funds Earned from Previous MCPR Tournament Fees and Donations	Tournament Revenue Fund has available amount of \$5,952 to be used to cover upcoming expenses in preparing for future tournaments.
3.	Sheriff	\$4,009 increase	North Carolina Department of Revenue Unauthorized Substance Tax	Purchase Law Enforcement Equipment
4.	Health	\$4,000 decrease	Activity 873 Environmental Health Supplemental Funding	North Carolina Department of Health and Human Services Division of Public Health advised in August 2016 Activity 873 has been retired. Fund are now unavailable

**IMPLEMENTATION PLAN:**

N/A

**FINANCIAL IMPACT STATEMENT:**

The overall effect is to increase/decrease the revenue and expenditures in the General Fund for (\$4,000) and Multi-Year Grants Fund for \$7,311 to authorize the County Manager to proceed with the amendments and any actions required as a result.

**RECOMMENDATION SUMMARY:**

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

**SUPPORTING ATTACHMENTS:**

The following budget amendments and supporting information are attached:

# Fiscal Year 2016/2017

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

Sheriff - Unauthorized Substance Tax Distribution (Drug Forfeiture)

Revenue	24033005 36075 Drug Seizure Funds	872,100	1,302	873,402
Expense	24019505 53828 Drug Seizure Funds	1,000,879	1,302	1,002,181

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2016

\_\_\_\_\_  
 Nicholas J. Picerno  
 Moore County Board of Commissioners

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

## **Budget Amendment Staff Report**

**Department:** Sheriff's Office

**Increase or Decrease of Amount of Funding:** \$1,302.42

**Source(s) of Funding:** North Carolina Department of Revenue – Unauthorized Substance Tax Distribution (Drug Forfeiture)

**Justification (please be specific):** Pay for law enforcement equipment

# Fiscal Year 2016/2017

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

Parks & Recreation - Funds Earned from Previous MCPR Tournaments Fees and Donations.

Revenue	24018033 35062	Tournament Funds	4,485	2,000	6,485
Expense	24032533 53952	Tournament Funds	14,068	2,000	16,068

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2016

\_\_\_\_\_  
 Nicholas J. Picerno  
 Moore County Board of Commissioners

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

## **Budget Amendment Staff Report**

**Department:** Moore County Parks and Recreation Department

**Increase or Decrease of Amount of Funding:** Increase of \$2,000.00

**Source(s) of Funding:** Parks and Recreation's Tournament Revenue Account that has been accruing funds earned from previous MCPR tournaments, fees and donations.

**Justification (please be specific):** Parks and Recreation's current Tournament Revenue Fund has available funds in the amount of \$5,952.00. The Department is requesting that \$2,000.00 be transferred to the Tournament Expense Account to cover upcoming expenses in preparing for future tournaments.

# Fiscal Year 2016/2017

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

Sheriff - North Carolina Department of Revenue - Unauthorized Substance Tax  
Distribution (Drug Forfeiture)

Revenue	24033005 36075 Drug Seizure Funds	873,402	4,009	877,411
Expense	24019505 53828 Drug Seizure Funds	1,002,181	4,009	1,006,190

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2016

\_\_\_\_\_  
Nicholas J. Picerno  
Moore County Board of Commissioners

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

30005

## **Budget Amendment Staff Report**

**Department:** Sheriff's Office

**Increase or Decrease of Amount of Funding:** \$4,009.08

**Source(s) of Funding:** North Carolina Department of Revenue – Unauthorized Substance Tax Distribution (Drug Forfeiture)

**Justification (please be specific):** Pay for law enforcement equipment

# Fiscal Year 2016/2017

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

Health - Activity 873 Environmental Health Supplemental Funding of \$4,000 has been retired.

Revenue	10033071 35011	Environmental Health Grant	4,000	(4,000)	0
Expense	10039060 52600	Office Supplies	3,000	(775)	2,225
Expense	10039060 52601	Operating Supplies	4,500	(1,780)	2,720
Expense	10039060 53100	Travel/Training	3,500	(1,250)	2,250
Expense	10039060 54910	Dues/Subscriptions	215	(195)	20

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2016

\_\_\_\_\_  
 Nicholas J. Picerno  
 Moore County Board of Commissioners

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

## Budget Amendment Staff Report

**Department:**

Health

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

Decrease Environmental Health Grant Revenue Account 10033071-35011 by \$4,000

Decrease Environmental Health Office Expense Account 10039060-52600 by \$775

Decrease Environmental Health Operating Expense Account 10039060-52601 by \$1,780

Decrease Environmental Health Travel/Training Expense Account 10039060-53100 by \$1,250

Decrease Environmental Health Dues Expense Account 10039060-54910 by \$195

**Source(s) of Funding:**

Division of Public Health Agreement Addendums were issued in previous years to provide State funding to Local Health Departments in North Carolina as a supplement to and in support of the local Environmental Health program. These funds were intended to support and enhance the consistency and quality of local Environmental Health regulatory enforcement activities.

Each Local Health Department was previously allotted \$4,000 per county for Environmental Health program expenses only and the funds were subject to availability

**Justification (please be specific):**

The North Carolina Department of Health and Human Services Division of Public Health advised in August 2016 that Activity 873 Environmental Health supplemental funding of \$4,000 has been retired.

Due to a special provision that was approved in SL 2014-100 (Section 12E.8), the \$4,000 per county for local food and lodging programs was realigned to pay for the costs of the state elements of the food and lodging program; therefore, funds were unavailable for Activity #873.

Notice of this removal of funding was sent to the Moore County Health Department via email on August 4, 2016 from Sandy Tedder, Administrative Assistant for the Local Technical Assistance and Training Branch of the NC DHHS Division of Public Health

Local Health Departments are mandated through General Statutes to enforce State Environmental Health programs. Local Environmental Health Specialists are authorized by the Environmental Health Section of the Division of Public Health to act as agents of NC DHHS. Funding of local Environmental Health Programs is provided predominately by local ad valorem taxes.

Local enforcement of these regulations is mandated by 10A NCAC 46.0201. Regulations include 10A NCAC 46.0213 Food Lodging/Institutional Sanitation/Public Swimming Pools/Spas, 10A NCAC 46.0211 Sanitary Sewage Collection, Treatment and Disposal and 15A NCAC 02C.0300 Permitting and Inspection of Private Drinking Water Wells.

**MEMORANDUM TO BOARD OF COMMISSIONERS:**

**FROM:** Caroline L. Xiong, Chief Finance Officer



**DATE:** August 29, 2016

**SUBJECT:** Digital Learning Invoices

**PRESENTER:** Caroline L. Xiong

**REQUEST:**

Request the Board of Commissioners to approve the invoices for a total amount of \$55,826.63 (includes sales tax of \$905.21) submitted by Moore County School.

**BACKGROUND:**

During the budget process, \$750,000 was allocated to Moore County School for Digital Learning, and \$431,700 was carried forward from FY15/16 with a revised budget of \$1,181,700. Currently, the available balance is \$680,296.48. The Board of Commissioners requested that all invoices be approved by the Board prior to processing for payments.

**IMPLEMENTATION PLAN:**

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

**FINANCIAL IMPACT STATEMENT:**

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

**RECOMMENDATION SUMMARY:**

Make a motion to approve the invoices as presented.

**SUPPORTING ATTACHMENTS:**

Invoice

Digital Learning 10034096 56264

# Invoice

# BrandAdvantage

Date	Invoice #
7/26/2016	72616MOORE

RECEIVED

Bill To	AUG 15 2016
Moore County Schools Attn: Accounts Payable 5277 Hwy. 15-501 Carthage, NC 28327	FINANCIAL SERVICES

Please remit all payments to:

**BrandAdvantage**  
P.O. Box 235  
Westwood, MA 02090

Ordered By:	Kendt Eklund
-------------	--------------

P.O. No.	Terms
8584418	Net 30

Quantity	Description	Rate	Amount
2,510	Custom BookCase - embroidered	16.10	40,411.00T
1	Set-up charge	0.00	0.00
1	Shipping/delivery	1,100.00	1,100.00
	Out-of-state sale, exempt from sales tax	0.00%	0.00

RECEIVED  
AUG 15 2016  
MCS FINANCE DEPT.

*J. Mearns 8/15/16*

Mastercard & Visa accepted. 3.2% service charge on credit card orders over \$500.	<b>Total</b>	\$41,511.00
---	--------------	-------------



MOORE COUNTY SCHOOLS  
Giving to Generations

# MOORE COUNTY SCHOOLS

P.O. BOX 1180  
5277 US HWY 15/501 S  
CARTHAGE, NC 28327

# Purchase Order

PO Number: 8584728  
Date: 07/06/2016  
Delivery Date: 07/06/2016  
Page: 1

Vendor: 3393985

Ship To:

BRANDADVANTAGES, INC  
1502 PROVIDENCE HWY., SUITE 16  
NORWOOD, MA 02062  
Phone: (781)702-5220  
Fax: (781)702-5226

910-947-6673  
ATTN: KENDT EKLUND  
180 PINCKNEY ROAD  
SUITE IT  
CARTHAGE, NC 28327

Qty	Unit	Vend Item #	Description	Unit Cost	Discount	Total
4.9000		475.522.000.510.07	COUNTY FUNDS-DIGITAL LEARNING			
1100.00	EA	Q#3916Moor e	11" Case	16.10	0.00	17,710.00
1410.00	EA	Q#3916Moor e	14" Case	16.10	0.00	22,701.00

*Rec*  
*JE*  
*KE*

RECEIVED  
AUG 15 2016  
MCS FINANCE DEPT.

CF - CB Cases for 6th & 9th Graders for 2016-17 BOY rollout.  
WO#38607  
Replaces w/o 8584418 which was cancelled re: arrival of cases date.

Subtotal: 40,411.00  
Discount: 0.00  
Shipping: 1,100.00  
Tax: 0.00  
Total: 41,511.00

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

Received By: *JMB* Date: 8/15/16



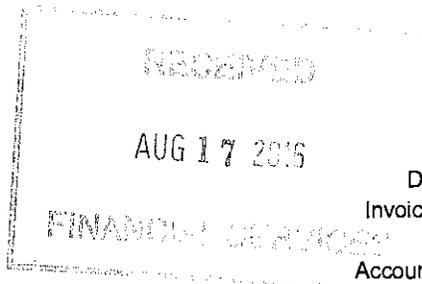
10034096  
56264

Digital hearing



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

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



Date : 08/03/2016  
Invoice # : PT00002933  
Account # : MO120114

Description	Location	Amount	Tax	Total
2016, NC, MOORE COUNTY	Moore County Board of Education in Vass, NC	\$7,830.90	\$528.59	\$8,359.49
<b>Invoice Total :</b>		<b>\$7,830.90</b>	<b>\$528.59</b>	<b>\$8,359.49</b>
<b>Invoice Summary :</b>				<b>\$7,830.90</b>
Sales Tax NC @ 6.75%				\$528.59
<b>Total Amount due by 08/23/2016 :</b>				<b>\$8,359.49</b>

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

Property Taxes

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

Please return this portion with payment

Winthrop Resources Corporation  
11100 Wayzata Boulevard  
Suite 800  
Minnetonka, MN 55305

Account # : MO120114

Customer Name : Moore County Board of Education

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

Invoice # : PT00002933  
Due Date : 08/23/2016  
Invoice Group Name : Main

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

**Invoice Total : \$8,359.49**

*JMB* 8/16/16

**2016 PROPERTY TAX NOTICE**

MOORE COUNTY TAX DEPARTMENT  
 PO BOX 457  
 CARTHAGE NC 28327-0457



RETURN SERVICE REQUESTED

Visit the Moore County  
 Government Web Site on the  
 Internet @ <http://www.moorecountync.gov/>

DUE DATE: PROPERTY TAXES ARE DUE AND PAYABLE  
 SEPTEMBER 1 AND DELINQUENT IF NOT PAID ON OR  
 BEFORE JANUARY 5, 2017.

INSTALLMENTS: PARTIAL PAYMENTS WILL BE  
 ACCEPTED. ACCOUNT MUST BE PAID IN FULL BY  
 JANUARY 5, 2017. PLEASE MAIL PARTIAL PAYMENTS  
 TO P.O. BOX 457, CARTHAGE, NC 28327.

FAILURE TO PAY: DELINQUENT TAXES ARE SUBJECT  
 TO GARNISHMENT OF WAGES, LEVY ON PERSONAL  
 PROPERTY, AND FORECLOSURE AFTER JANUARY 5, 2017.

INTEREST: AFTER JANUARY 5, 2017 - 2% AFTER  
 JANUARY 31, 2017 - 3/4 OF 1% PER MONTH UNTIL PAID.

NET: SEPTEMBER, OCTOBER, NOVEMBER, AND  
 DECEMBER.

PERSONAL PROPERTY: THE VALUE, SITUS, OR  
 TAXABILITY OF LISTED PERSONAL PROPERTY MAY BE  
 APPEALED WITHIN 30 DAYS OF THE BILL DATE.

007755



Grp No: 007755 Page: 2 of 2  
 WINTHROP RESOURCES CORPORATION  
 11100 WAYZATA BLVD STE 800  
 MINNETONKA MN 55305-5525



7574 MO/2014 1277143 \$ 811240 = 7830.90

BILL DATE	BILL YEAR	BILL NUMBER	ACCOUNT NUMBER	DUE DATE	PAST DUE IF NOT PAID BY
07/22/2016	2016	2466	99006434	09/01/2016	01/05/2017
PROPERTY ID	PIN NUMBER	JURISDICTION DESCRIPTION		DEED BOOK PAGE	CLASS CODE
11375		VA MUN			

PROPERTY DESCRIPTION: PERSONAL ONLY	REAL PROPERTY VALUE:	0
	PERSONAL PROPERTY VALUE:	813,120
	SENIOR CITIZENS/DISABILITY EXEMPTION:	0
PHYSICAL LOCATION:	DEFERRED TAX VALUE:	0
	TOTAL TAXABLE VALUE:	813,120

TAX DISTRICT	RATE PER \$100 VALUE	AMOUNT DUE
ALS	0.030	243.94
COUNTY TAX	0.465	3,781.01
VASS CITY	0.490	3,984.29
<b>TOTAL DUE IF PAID SEPTEMBER 1, 2016 - JANUARY 5, 2017</b>		<b>8,009.24</b>
*DISCOUNT - 2% THROUGH AUGUST 31, 2016* <small>(ABERDEEN, CARTHAGE, PINEHURST, SOUTHERN PINES AND WHISPERING PINES DO NOT ALLOW 2% DISCOUNT)</small> PLEASE PAY THIS AMOUNT IF PAYING ON OR BEFORE AUG 31, 2016		7,849.05

**To Pay by Credit Card or Electronic Check**  
 Visit [www.officialpayments.com](http://www.officialpayments.com)

**For credit card payments by phone**  
 Call 1-800-272-9829  
 (Use Jurisdiction Code 4350)  
 Official Payments, the service provider, charges a fee for this service

RETURNED CHECK WILL BE CHARGED A 10% PENALTY OF THE AMOUNT OF THE CHECK OR \$25.00, WHICHEVER IS GREATER, PURSUANT TO N.C.G.S. 105-357(2). PAYMENTS THAT WILL NOT INCLUDE THE PAYMENT STUB BELOW SHOULD BE MAILED TO MOORE COUNTY TAX DEPARTMENT, PO BOX 457, CARTHAGE, NC 28327.

PLEASE DIRECT ALL OTHER INQUIRIES TO (910) 947-2255 OR BY EMAIL AT [taxadmin@moorecountync.gov](mailto:taxadmin@moorecountync.gov)  
 OFFICE HOURS: 8:00 A.M. - 5:00 P.M. MONDAY-FRIDAY



2016 PROPERTY TAX NOTICE

MOORE COUNTY TAX DEPARTMENT  
PO BOX 457  
CARTHAGE NC 28327-0457



DUE DATE: PROPERTY TAXES ARE DUE AND PAYABLE SEPTEMBER 1 AND DELINQUENT IF NOT PAID ON OR BEFORE JANUARY 5, 2017.

RETURN SERVICE REQUESTED

INSTALLMENTS: PARTIAL PAYMENTS WILL BE ACCEPTED. ACCOUNT MUST BE PAID IN FULL BY JANUARY 5, 2017. PLEASE MAIL PARTIAL PAYMENTS TO P.O. BOX 457, CARTHAGE, NC 28327

Visit the Moore County  
Government Web Site on the  
Internet @ <http://www.moorecountync.gov/>

FAILURE TO PAY: DELINQUENT TAXES ARE SUBJECT TO GARNISHMENT OF WAGES, LEVY ON PERSONAL PROPERTY, AND FORECLOSURE AFTER JANUARY 5, 2017.

042016

INTEREST: AFTER JANUARY 5, 2017 - 2% AFTER JANUARY 31, 2017 - 3/4 OF 1% PER MONTH UNTIL PAID.



\*\*\*AUTO\*\*MIXED AADC 280 42016 T133:153 42016 1 MB 0.419  
CALIFORNIA FIRST NATIONAL BANK  
1811 N INTERSTATE 35E STE 42  
CARROLLTON TX 75006-3885

NET: SEPTEMBER, OCTOBER, NOVEMBER, AND DECEMBER.

PERSONAL PROPERTY: THE VALUE, SITUS, OR TAXABILITY OF LISTED PERSONAL PROPERTY MAY BE APPEALED WITHIN 30 DAYS OF THE BILL DATE.

BILL DATE	BILL YEAR	BILL NUMBER	ACCOUNT NUMBER	DUE DATE	PAST DUE IF NOT PAID BY
07/22/2016	2016	6548	97010551	09/01/2016	01/05/2017
PROPERTY ID	PIN NUMBER	JURISDICTION DESCRIPTION		DEED BOOK PAGE	CLASS CODE
28845		VA MUN			
PROPERTY DESCRIPTION: PERSONAL ONLY			REAL PROPERTY VALUE:	0	
			PERSONAL PROPERTY VALUE:	578,009	
			SENIOR CITIZENS/DISABILITY EXEMPTION:	0	
PHYSICAL LOCATION:			DEFERRED TAX VALUE:	0	
			TOTAL TAXABLE VALUE:	578,009	
TAX DISTRICT	RATE PER \$100 VALUE	AMOUNT DUE		<b>To Pay by Credit Card or Electronic Check</b> Visit <a href="http://www.officialpayments.com">www.officialpayments.com</a>  <b>For credit card payments by phone</b> Call 1-800-272-9829 (Use Jurisdiction Code 4350) Official Payments, the service provider, charges a fee for this service	
ALS COUNTY TAX	0.030	173.40			
VASS CITY	0.465	2,687.74			
	0.490	2,832.24			
TOTAL DUE IF PAID SEPTEMBER 1, 2016 - JANUARY 5, 2017			5,693.38		
*DISCOUNT - 2% THROUGH AUGUST 31, 2016* <small>(ABERDEEN, CARTHAGE, FINEHURST, SOUTHERN PINES AND WHISPERING PINES DO NOT ALLOW 2% DISCOUNT)</small> PLEASE PAY THIS AMOUNT IF PAYING ON OR BEFORE AUG 31, 2016			5,579.52		

RETURNED CHECK WILL BE CHARGED A 10% PENALTY OF THE AMOUNT OF THE CHECK OR \$25.00, WHICHEVER IS GREATER, PURSUANT TO N.C.G.S. 105-357(2). PAYMENTS THAT WILL NOT INCLUDE THE PAYMENT SUB BELOW SHOULD BE MAILED TO MOORE COUNTY TAX DEPARTMENT, PO BOX 457, CARTHAGE, NC 28327.

PLEASE DIRECT ALL OTHER INQUIRIES TO (910) 947-2355 OR BY EMAIL AT [taxadmin@moorecountync.gov](mailto:taxadmin@moorecountync.gov)  
OFFICE HOURS: 8:00 A.M. - 5:00 P.M. MONDAY-FRIDAY

TO BETTER SERVE YOU AND BE MORE COST EFFECTIVE, YOUR PAYMENTS SHOULD BE MAILED TO THE CARTHAGE ADDRESS LISTED BELOW. PAYMENTS MAY ALSO BE MADE IN PERSON AT THE TAX COLLECTION OFFICE ON THE FIRST FLOOR OF THE HISTORIC COURTHOUSE IN CARTHAGE.

BILLING YEAR	2016		PROPERTY ID		28845	
BILL NUMBER	ACCOUNT NUMBER	DUE DATE	PAST DUE IF NOT PAID BY	*DISCOUNT AMT*	TOTAL DUE IF PAID	
6548	97010551	09/01/2016	01/05/2017	5,579.52	TOTAL DUE IF PAID BY AUG 31, 2016	SEPT 1, 2016 - JAN 5, 2017
					5,693.38	

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

COLLECTION REMEDIES WILL BEGIN ON ALL UNPAID TAXES AFTER JANUARY 5.

IF YOUR MAILING ADDRESS AS LISTED ABOVE IS INCORRECT, PLEASE FILL IN YOUR CORRECT ADDRESS TO THE RIGHT

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

MAKE CHECK PAYABLE & REMIT TO:

MOORE COUNTY TAX DEPARTMENT  
PO BOX 1809  
CARTHAGE NC 28327-1809

CALIFORNIA FIRST NATIONAL BANK  
1811 N INTERSTATE 35E SUITE 42  
CARROLLTON TX 75006

25201600006548000000557952000000569338

Received 07-28-2016

**Agenda Item:** V.D.  
**Meeting Date:** 9/6/2016

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

**FROM:** Judy Martin, Register of Deeds

**DATE:** September 6, 2016

**SUBJECT:** Register of Deed Fees and Senate Bill 19

**PRESENTER:** Consent Agenda

**REQUEST:**

Consider a motion to adjust the fee schedule for recording Deeds of Trust with the Register of Deeds in order to comply with closing disclosure requirements established by the Federal Truth in Lending and Real Estate Settlements Procedures Act.

**BACKGROUND:**

The current Register of Deeds fee schedule charges \$56.00 up to 15 pages then \$4.00 for each additional page for the recording of fees for Deeds of Trust and Mortgages NCGS 161-10(a) which was effective 10/1/2011.

NC General Assembly, Session Law 2016-86, Senate Bill 19 adjusted the fee for recording deeds of trust with the Register of Deeds to comply with closing disclosure requirements established by the Federal Truth in Lending and Real Estate Settlements Procedure Act to be effective 10/1/2016.

**FUNDING SOURCE / FINANCIAL IMPACT:**

General Fund Revenue, Register of Deeds fees.

**IMPLEMENTATION PLAN:**

To change the current Register of Deeds fee schedule for the recording of fees for Deeds of Trust and Mortgages from \$56.00 up to 15 pages then \$4.00 for each additional page to \$64.00 up to 35 pages and \$4.00 for each additional page effective 10/1/2016 per Senate Bill 19.

**RECOMMENDATION SUMMARY:**

Staff recommends the Board of Commissioners make a motion to approve the fee schedule change for the recording of fees for Deeds of Trust and Mortgages from \$56.00 up to 15 pages then \$4.00 for each additional page to \$64.00 up to 35 pages and \$4.00 for each additional page effective 10/1/2016 per Session Law 2016-86, Senate Bill 19, G.S. 161-10 (a).

**ATTACHMENTS:**

Session Law 2016-86, Senate Bill 19  
Register of Deeds Fees

GENERAL ASSEMBLY OF NORTH CAROLINA  
SESSION 2015

SESSION LAW 2016-86  
SENATE BILL 19

AN ACT TO ADJUST THE UNIFORM FEE FOR RECORDING DEEDS OF TRUST WITH THE REGISTER OF DEEDS IN ORDER TO COMPLY WITH CLOSING DISCLOSURE REQUIREMENTS ESTABLISHED BY THE FEDERAL TRUTH IN LENDING AND REAL ESTATE SETTLEMENT PROCEDURES ACTS.

The General Assembly of North Carolina enacts:

**SECTION 1.** G.S. 161-10(a) reads as rewritten:

"§ 161-10. **Uniform fees of registers of deeds.**

(a) Except as otherwise provided in this Article, all fees collected under this section shall be deposited into the county general fund. While performing the duties of the office, the register of deeds shall collect the following fees which shall be uniform throughout the State:

...  
(1a) **Deeds of Trust, Mortgages, and Cancellation of Deeds of Trust and Mortgages.** – For registering or filing any deed of trust or mortgage, whether written, printed, or typewritten, mortgage the fee shall be ~~fifty-six-sixty-four~~ fifty-six dollars ~~(\$56.00) (\$64.00)~~ for the first ~~15~~ 35 pages plus four dollars (\$4.00) for each additional page or fraction thereof.

When a deed of trust or mortgage is presented for registration that contains one or more additional instruments, the fee shall be ten dollars (\$10.00) for each additional instrument. A deed of trust or mortgage contains one or more additional instruments if such additional instrument or instruments has or have different legal consequences or intent, each of which is separately executed and acknowledged and could be recorded alone.

For recording records of satisfaction, or the cancellation of record by any other means, of deeds of trust or mortgages, there shall be no fee.

...."

**SECTION 2.** This act becomes effective October 1, 2016.

In the General Assembly read three times and ratified this the 27<sup>th</sup> day of June,

2016.

s/ Daniel J. Forest  
President of the Senate

s/ Tim Moore  
Speaker of the House of Representatives

s/ Pat McCrory  
Governor

Approved 9:14 a.m. this 30<sup>th</sup> day of June, 2016



## Fee Schedule

### Register of Deeds

**Mission:**

The Register of Deeds serves as legal custodian of all real estate and vital records for Moore County; our mission is to protect, preserve, provide access, maintain accuracy and the integrity of all public records for which we are legally entrusted.

Fee Schedule - Item	FY16/17 Fee Amount	
Certified copies of Births, Deaths and Marriages NCGS 161-10	\$10.00	
Marriage License Fee NCGS 161-10	\$60.00	
Clerk Certificates	\$5.00	
Notary Oaths NCGS 161-10	\$10.00	
Amendments and Legitimations NCGS 161-10	\$10.00	
Delayed Birth - \$10.00 for ROD NCGS 161-10	\$10.00	
Comparison of copies for certification NCGS 161-10	\$5.00	
Subsequent Instrument NCGS 161-14.1(b) for one index reference. For one additional reference a fee of \$10.	\$10.00	
Recording fee for Deeds of Trust and Mortgages NCGS 161-10 (1a) Effective 10/01/2011	\$56.00 up to 15 pages then \$4.00 for each additional page	<b>HB19 effective 10/1/16 to \$64.00 up to 35 pages and \$4.00 for each additional</b>
Recording fee for instruments in general NCGS 161-10 (1) Effective 10/01/2011	\$26.00 up to 15 pages then \$4.00 for each additional page	
Any document that contains over 20 distinct parties that are required to be indexed, an additional \$2.00 per name is required effective October 1, 2015. S.L. 2015-227	\$2.00 per name	
Recording Plats NCGS 161-10	\$21.00	
Certified copies of documents NCGS 161-10	\$5.00 for 1st page \$2.00 for each additional page	
Certified copies of plats NCGS 161-10	\$5.00	
Recording Condominium Plans NCGS 161-10	\$21.00 - 1st page \$21.00 each additional page	
Recording Right of Way Plans NCGS 161-10	\$21.00-1st page \$5.00 each additional page	
Recording UCC-Fixture Filings NCGS 25 ARTICLE 9 PART 5	\$38.00-1 or 2 pages \$45.00 - 3-10 pages \$45.00 plus \$2.00 over ten	
UCC 11 (this includes information on all UCC's filed before 7/1/2001) NCGS 25 ARTICLE 9 PART 5	\$30.00 per name searched	
Excise Stamps NCGS 105-228-30	\$2.00 per \$1,000.00; \$1.00 for each \$500.00 or fraction thereof	
CD Copy	\$5.00	
Non Standard Document filing fee (in addition to recording fees) NCGS 161-10	\$25.00	
Chamber map	\$4.00	
Copies of Plats	\$1.00 per page	
Postage Fees based on mailings of recorded documents	Rate Varies with Size	

# Fee Schedule

## Register of Deeds

**Mission:**

The Register of Deeds serves as legal custodian of all real estate and vital records for Moore County; our mission is to protect, preserve, provide access, maintain accuracy and the integrity of all public records for which we are legally entrusted.

Fee Schedule - Item	FY16/17 Fee Amount
Information copies of documents	\$0.25 per page
Local Fax- Customer provides the copies	\$0.50 per page
Local Fax- We provide copies to be faxed	\$1.00 per page
Long Distance Fax- Customer provides copies to be faxed	\$3.00-1st page \$1.00-each additional page
Long Distance Fax- We provide copies to be faxed	\$3.00 - 1st page \$2.00 each additional page
Map Scanner Copy Sizes 18x24, 21x30, & 24x36 Copies.	\$3.00, \$4.00 & \$5.00
Fees are set by Statute are subject to change by the General Assembly.	

**Agenda Item:** V . E .  
**Meeting Date:** 9/6/2016

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

**FROM:** Alice Thomas, Library Director  
**DATE:** September 6, 2016  
**SUBJECT:** Moore County Library Fee Schedule Changes  
**PRESENTER:** n/a

**REQUEST:**

To request a change to the fee schedule for the Moore County Library for FY16/17 to reduce the fee for replacement or lost library cards from \$5.00 to \$1.00 and reduce temporary and non-resident library cards from \$20.00/year to \$10.00/year per the approval of the Sandhills Regional Library System.

We are also requesting to add a line to the fee schedule that states: "Fees are set by the Sandhills Regional Library System Board of Trustees and are subject to change during the fiscal year".

**BACKGROUND:**

The County has a contract with the Sandhills Regional Library System. The Sandhills Regional Library System Board of Trustees adopts policies for the administration and operation of the Regional Library System which includes the member counties of Moore, Anson, Hoke, Montgomery and Richmond.

At their July 28, 2016 meeting, the Sandhills Regional Library System Board of Trustees voted and approved changes to the library replacement card fees.

**FUNDING SOURCE / FINANCIAL IMPACT:**

A possible reduction in revenue to the Moore County Library due to a decrease in fees for replacement or lost library cards.

**IMPLEMENTATION PLAN:**

n/a

**RECOMMENDATION SUMMARY:**

Staff recommends the Board of Commissioners make a motion to update the fee schedule for the Moore County Library for FY2016-2017 based on the approval of the July 28, 2016 meeting of the Sandhills Regional Library System Board of Trustees.

**ATTACHMENTS:**

Proposed fee schedule for the Moore County Library

# Fee Schedule

## LIBRARY\*\*

**Mission:**

To provide maximum visibility and accessibility to resources for a rural area through cooperative efforts.

Fee Schedule - Item	FY16/17 Fee Amount
Photocopies	\$0.15/page; COLOR \$0.50/page
Overdues	\$0.05/day books; \$2.00/day DVD's; \$5.00/day overhead projector; \$5.00/day DVD player; \$5.00/day slide projector; \$2.00/day Nook e-readers
Replacement for lost library cards	From \$5.00 to \$1.00
DVD Rental (two nights) (cost is reimbursed to Sandhills Regional Library System)	\$1.00
Temporary (non-resident) and non-resident library cards	From \$20.00/ year to \$10.00/year
Lost or damaged materials	Replacement cost
Interlibrary loans	Cost of postage for all items. Cost of insurance for returning microfilm to lending library
Faxes (reimbursed to the Sandhills Regional Library System)	\$1.00/copy
Special Events and Items	Cost to be set by County Manager

**\*\*Fees are set by the Sandhills Regional Library System and are subject to change during the fiscal year.**

**Agenda Item:** V.F.  
**Meeting Date:** 9/6/16

**MEMORANDUM TO BOARD OF COMMISSIONERS:**

**FROM:** Alice Thomas, Library Director  
**DATE:** 8/25/16  
**SUBJECT:** Library Card Sign-Up Month  
**PRESENTER:** n/a

**REQUEST:**

To request that the Board of Commissioners sign the proclamation declaring September as Library Card Sign-Up Month in Moore County.

**BACKGROUND:**

Since 1987, Library Card Sign-up Month has been held each September to mark the beginning of the school year. It is a time when the American Library Association and libraries across the country join together to remind parents, caregivers and students that signing up for a library card is the first step towards academic achievement and lifelong learning.

**IMPLEMENTATION PLAN:** n/a

**FINANCIAL IMPACT STATEMENT:** n/a

**RECOMMENDATION SUMMARY:**

Staff recommends the Board of Commissioners make a motion to approve the Proclamation declaring September as Library Card Sign-Up Month in Moore County and authorize the Chairman to sign the same.

**SUPPORTING ATTACHMENTS:**

*Library Card Sign-Up Month Proclamation*

## **Moore County Library Card Sign-up Month 2016 Proclamation**

Whereas, the library card is the most important school supply of all; and

Whereas, libraries play an important role in the education and development of children; and

Whereas, library programs range broadly from getting every child ready to read and school preparedness, to homework help and building research skills, to GED classes and access to financial aid resources; and

Whereas, librarians offer digital and traditional literacy training to help students of all ages; and

Whereas, libraries continue to transform and expand their services in ways that meet the needs of the communities they serve.

Now, therefore, be it resolved that we the Moore County Board of Commissioners proclaim September Library Card Sign-up Month in Moore County and encourage everyone to sign up for their own library card today.

This the 6<sup>th</sup> day of September 2016.

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Nick J. Picerno, Chairman  
Moore County Board of Commissioners

**Agenda Item:** V.G.  
**Meeting Date:** September 6, 2016

**MEMORANDUM TO BOARD OF COMMISSIONERS:**

**FROM:** Chris Butts, Information Technology Director  
**DATE:** August 29, 2016  
**SUBJECT:** CenturyLink Contract Renewal  
**PRESENTER:** Chris Butts

**REQUEST:**

Approve the CenturyLink contract renewal for internet services.

**BACKGROUND:**

Moore County entered into an initial three year contract with CenturyLink in June 2013 for internet services. CenturyLink provides 100mbps internet upload/download speeds. They also provide a redundant upstream provider and subnet public IP addresses. The service has proven very reliable throughout the year with very minimal downtime. The county plans to enter into a five year contract in order to obtain the lowest rates.

**IMPLEMENTATION PLAN:**

Continue receiving CenturyLink internet services at 100mbps upload/download.

**FINANCIAL IMPACT STATEMENT:**

The total cost of internet service is \$12,000 per year for a 5 year term.

**RECOMMENDATION SUMMARY:**

Recommend the Board to make a motion authorizing the Chairman to execute the contract with CenturyLink Communications LLC.

**SUPPORTING ATTACHMENTS:**

CenturyLink Contract

**CENTURYLINK® LOYAL ADVANTAGE® AGREEMENT**

This CenturyLink Loyal Advantage Agreement ("Agreement") is between CenturyLink Communications, LLC f/k/a Qwest Communications Company, LLC ("CenturyLink") and Moore County ("Customer") and is effective on the date the last party signs it ("Effective Date"). CenturyLink may withdraw this offer if Customer does not execute and deliver the Agreement to CenturyLink on or before **August 31, 2016** ("Cutoff Date"). Using CenturyLink's electronic signature process for the Agreement is acceptable.

**MOORE COUNTY**

**CENTURYLINK COMMUNICATIONS, LLC**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name Typed or Printed

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name Typed or Printed  
Manager – Offer Management

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Customer's address for notices:  
Customer's facsimile number (if applicable):  
Person designated for notices:

**1. Services.** Customer may purchase the products and services ("Services") in service exhibits ("Service Exhibits") attached to the Agreement. The parties agree that any notation to the "CenturyLink Total Advantage Agreement" on the Service Exhibits will be disregarded and such exhibits will be governed by the Agreement. For an interim period of time until all work is completed to update the Service Exhibits, Tariffs and other terms and conditions incorporated by attachment or reference into this Agreement, all references to Qwest Communications Company, LLC mean CenturyLink Communications, LLC. The Service Exhibits attached to the Agreement as of the Effective Date and incorporated by this reference are shown below.

- **DOMESTIC CENTURYLINK IQ NETWORKING SERVICE EXHIBIT**
- **LOCAL ACCESS SERVICE EXHIBIT & PRICING ATTACHMENT**

**2. Term.** Customer selects the following "Initial Term" of the Agreement: five years ("Initial Term"), code 600055. The Initial Term begins on the Effective Date. At the end of the Initial Term, the Agreement will automatically renew for consecutive renewal periods equal to the Initial Term (a "Renewal Term") if not terminated earlier in accordance with the Agreement. The Initial Term and each Renewal Term are referred to as the "Term." Exclusive of taxes and surcharges, the total amount of this Agreement will not exceed \$60,000 with \$12,000 to be paid in each year of the Term.

**3. Rates.** Unless specified otherwise in a Service Exhibit, Services will receive the applicable rates specified in a Service Exhibit, valid Order Form, or CenturyLink-approved quote form, for the duration of the Initial Term. CenturyLink reserves the right to modify rates after the conclusion of each Service's minimum service period upon not less than 30 days' prior written notice to Customer; provided that CenturyLink may reduce the foregoing notice period or modify rates or discounts prior to the conclusion of the minimum service period, as necessary, if such modification is based upon Regulatory Activity. CenturyLink also reserves the right to modify rates when the Agreement renews to the rates that are in effect at that time. If Regulatory Activity causes an increase in the rates for Customer's ordered Services that materially and adversely affects Customer, then Customer may terminate the affected Service upon 30 days' prior written notice to CenturyLink without liability for Cancellation Charges for the affected Service, provided, however that Customer: (a) provides such notice within 30 days after the increase occurs; and (b) provides CenturyLink 30 days to cure such increase. If Customer does not provide CenturyLink such notice during the time permitted in this Section, Customer will have waived its right to terminate the affected Service under this Section.

**4. Payment.** CenturyLink may begin invoicing for specific Services as specified in the applicable Service Exhibit. Customer must pay CenturyLink all charges within 30 days after the invoice date. Any amount not paid when due is subject to late interest at the lesser of 1.5% per month or the maximum rate allowed by law. In addition to payment of charges for Services, Customer must also pay CenturyLink any applicable Taxes assessed in connection with Services. Taxes may vary and are subject to change. If Customer is exempt from any Tax, it must provide CenturyLink with an appropriately completed and valid Tax exemption certificate or other evidence acceptable to CenturyLink. CenturyLink is not required to issue any exemption, credit or refund of any Tax payment for usage before Customer's submission of valid evidence of exemption. Customer may access its invoices and choose paperless invoices online through CenturyLink Control Center located at [controlcenter.centurylink.com](http://controlcenter.centurylink.com). If Customer does not choose paperless invoices through Control Center, CenturyLink may in its discretion assess a \$15 MRC for each full paper invoice provided to Customer or a \$2 MRC for each summary/remit only (where available) paper invoice provided to Customer. Those charges will not apply to an invoice that is not available through Control Center. Customer's payments to CenturyLink must be in the form of electronic funds transfer (via wire transfer or ACH), cash payments (via previously-approved CenturyLink processes only), or paper check. CenturyLink reserves the right to charge administrative fees when Customer's payment preferences deviate from CenturyLink's standard practices.

**5. Confidentiality.** Except to the extent required by an open records act or similar law, neither party will, without the prior written consent of the other party: (a) disclose any of the terms of the Agreement; or (b) disclose or use (except as expressly permitted by, or required to achieve the purposes of, the Agreement) the Confidential Information of the other party. Each party will use reasonable efforts to protect the other's Confidential Information, and will use at least the same efforts to protect such Confidential Information as the party would use to protect its own. CenturyLink's consent may only be given by its Legal Department. A party may disclose

## CENTURYLINK® LOYAL ADVANTAGE® AGREEMENT

Confidential Information if required to do so by a governmental agency, by operation of law, or if necessary in any proceeding to establish rights or obligations under the Agreement. CenturyLink will not be deemed to have accessed, received, or be in the possession of Customer Confidential Information solely by virtue of the fact that Customer transmits, receives, accesses or stores such information through its use of CenturyLink's Services.

**6. CPNI.** CenturyLink is required by law to treat CPNI confidentially. Customer agrees that CenturyLink may share CPNI within its business operations (e.g., wireless, local, long distance, and broadband services divisions), and with businesses acting on CenturyLink's behalf, to determine if Customer could benefit from the wide variety of CenturyLink products and services, and in its marketing and sales activities. Customer may withdraw its authorization at any time by informing CenturyLink in writing. Customer's decision regarding CenturyLink's use of CPNI will not affect the quality of service CenturyLink provides Customer.

**7. Use of Name and Marks.** Neither party will use the name or marks of the other party or any of its Affiliates for any purpose without the other party's prior written consent. CenturyLink's consent may only be given by its Legal Department.

**8. Disclaimer of Warranties.** EXCEPT AS EXPRESSLY PROVIDED IN THE AGREEMENT, ALL SERVICES AND PRODUCTS ARE PROVIDED "AS IS." CENTURYLINK DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. CENTURYLINK MAKES NO WARRANTIES OR REPRESENTATIONS THAT ANY SERVICE WILL BE FREE FROM LOSS OR LIABILITY ARISING OUT OF HACKING OR SIMILAR MALICIOUS ACTIVITY, OR ANY ACT OR OMISSION OF THE CUSTOMER.

**9. Limitations of Liability.** The remedies and limitations of liability for any claims arising between the parties are set forth below.

**9.1 Consequential Damages.** NEITHER PARTY OR ITS AFFILIATES, AGENTS, OR CONTRACTORS IS LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES OR FOR ANY LOST PROFITS, LOST REVENUES, LOST DATA, LOST BUSINESS OPPORTUNITY, OR COSTS OF COVER. THESE LIMITATIONS APPLY REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED AND REGARDLESS OF FORESEEABILITY.

**9.2 Claims Related to Services.** For Customer's claims related to Service deficiencies or interruptions, Customer's exclusive remedies are limited to: (a) those remedies set forth in the SLA for the affected Service or (b) the total MRCs or usage charges paid by Customer for the affected Service in the one month immediately preceding the event giving rise to the claim if an SLA does not exist for the affected Service.

**9.3 Personal Injury; Death; Property Damages.** For claims arising out of personal injury or death to a party's employee, or damage to a party's real or personal property, that are caused by the other party's negligence or willful misconduct in the performance of the Agreement, each party's liability, to the extent permitted by law, is limited to proven direct damages.

**9.4 Other Direct Damages.** For all other claims arising out of the Agreement, each party's maximum liability will not exceed in the aggregate the total MRCs and usage charges paid by Customer to CenturyLink under the Agreement in the three months immediately preceding the event giving rise to the claim ("Damage Cap"). The Damage Cap will not apply to a party's obligations under the Responsibilities Section below or Customer's payment obligations under the Agreement.

### 10. Responsibilities.

- a) To the extent permitted under law, each party agrees to be responsible to the other party, its Affiliates, agents, and contractors against all third party claims for damages, liabilities, or expenses, including reasonable attorneys' fees, arising directly from performance of the Agreement and related to personal injury or death, or damage to personal tangible property that is alleged to have been caused by the negligence or willful misconduct of the responsible party. To the extent permitted under law, Customer also agrees to be responsible for all third party claims for damages, liabilities, or expenses, including reasonable attorneys' fees against CenturyLink, its Affiliates, and contractors, related to the modification or resale of the Services by Customer or End Users, or any AUP violation.
- b) **No waiver of governmental immunity; Violation of law.** Except for waiver of governmental immunity resulting from the execution of a valid contract, Moore County makes no other waiver of governmental immunity. If any provision of the Contract or Agreement is in violation of any legal, statutory or state constitutional prohibition, then such provision(s) shall be unenforceable against Moore County.

### 11. Termination.

**11.1 Service.** Either party may terminate an individual Service or a Service Exhibit: (a) in accordance with the individual Service Exhibit's term requirements with 60 days' prior written notice to the other party, or (b) for Cause. If Service or a Service Exhibit is terminated by Customer for Convenience or by CenturyLink for Cause, then Customer will pay Cancellation Charges.

**11.2 Agreement.** Either party may terminate the Agreement and all Services by: (a) providing written notice to the other party of its intention not to renew the Agreement at least 60 days prior to the expiration of the then current Term or (b) for Cause. Cause to terminate an individual Service Exhibit will not constitute Cause to terminate the Agreement; rather, Cause to terminate the entire Agreement for Service-related claims will exist only if Customer has Cause to terminate all or substantially all of the Services under the applicable SLA, Service Exhibit, RSS or Tariff. If the Agreement is terminated by Customer for Convenience or by CenturyLink for Cause prior to the conclusion of the Term, then Customer will pay the higher of: (c) the Early Termination Charge or (d) the total Cancellation Charges that apply for terminating all CenturyLink Services at the time the Agreement is terminated.

**11.3 Unpaid Charges.** Customer will remain liable for charges accrued but unpaid as of the termination date.

## CENTURYLINK® LOYAL ADVANTAGE® AGREEMENT

**12. Non-Appropriations.** Customer intends to continue this Agreement for its entire Term and to satisfy its obligations hereunder. For each fiscal period for Customer: (a) Customer agrees to include in its budget request appropriations sufficient to cover Customer's obligations under this Agreement; (b) Customer agrees to use all reasonable and lawful means to secure these appropriations; (c) Customer agrees it will not use non-appropriations as a means of terminating this Agreement in order to acquire functionally equivalent products or services from a third party. Customer reasonably believes that sufficient funds to discharge its obligations can and will lawfully be appropriated and made available for this purpose. In the event that Customer is appropriated insufficient funds, by appropriation, appropriation limitation or grant, to continue payments under this Agreement and has no other funding source lawfully available to it for such purpose (as evidenced by notarized documents provided by Customer and agreed to by CenturyLink), Customer may terminate this Agreement without incurring an Early Termination Charge or Cancellation Charges by giving CenturyLink not less than 30 days' prior written notice. Upon termination and to the extent of lawfully available funds, Customer will remit all amounts due and all costs reasonably incurred by CenturyLink through the date of termination.

### **13. Miscellaneous.**

**13.1 General.** The Agreement's benefits do not extend to any third party (e.g., an End User). If any term of the Agreement is held unenforceable, the remaining terms will remain in effect. Except for time requirements as specifically stated in a Service Exhibit or SLA, neither party's failure to exercise any right or to insist upon strict performance of any provision of the Agreement is a waiver of any right under the Agreement. The terms and conditions of the Agreement regarding confidentiality, the Responsibilities Section, limitation of liability, warranties, payment, dispute resolution, and all other terms of the Agreement that should by their nature survive the termination of the Agreement will survive. Each party is not responsible for any delay or other failure to perform due to a Force Majeure Event.

**13.2 Conflicts Provision.** If a conflict exists among provisions within the Agreement, the following order of precedence will apply in descending order of control: Service Exhibit, the Agreement, and any Order Form. If Services are provided pursuant to a Tariff, RSS, or ISS as described in the applicable Service Exhibits, the order of precedence will apply in the following descending order of control: Tariff, Service Exhibit, the Agreement, RSS, ISS, and Order Form.

**13.3 Independent Contractor.** CenturyLink provides the Services as an independent contractor. The Agreement will not create an employer-employee relationship, association, joint venture, partnership, or other form of legal entity or business enterprise between the parties, their agents, employees or affiliates.

**13.4 ARRA.** Customer will not pay for the Services with funds obtained through the American Recovery and Reinvestment Act or other similar stimulus grants or loans that would obligate CenturyLink to provide certain information or perform certain functions unless each of those obligations are explicitly identified and agreed to by the parties in the Agreement or in an amendment to the Agreement.

**13.5 HIPAA.** CenturyLink does not require or intend to access Customer data in its performance hereunder, including but not limited to any confidential health related information of Customer's clients, which may include group health plans, that constitutes Protected Health Information ("PHI"), as defined in 45 C.F.R. §160.103 under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA Rules"). To the extent that any exposure to PHI is incidental to CenturyLink's provision of Service and not meant for the purpose of accessing, managing the PHI or creating or manipulating the PHI, such exposure is allowable under 45 CFR 164.502(a)(1)(iii).

### **13.6 Installation, Maintenance and Repair**

**(a)** Provision of Services is subject to availability of adequate capacity and CenturyLink's acceptance of a complete Order Form.

**(b)** Customer will reasonably cooperate with CenturyLink or its agents to install, maintain, and repair Services. Customer will provide or secure at Customer's expense appropriate space and power; and rights or licenses if CenturyLink must access the building of Customer's premises to install, operate, or maintain Service or associated CenturyLink equipment. CenturyLink may refuse to install, maintain, or repair Services if any condition on Customer's premises is unsafe or likely to cause injury.

**(c)** Customer is responsible for any facility or equipment repairs on Customer's side of the demarcation point. Customer may request a technician dispatch for Service problems. Before dispatching a technician, CenturyLink will notify Customer of the dispatch fee. CenturyLink will assess a dispatch fee if it determines the problem is on Customer's side of the demarcation point or was not caused by CenturyLink's facilities or equipment on CenturyLink's side of the demarcation point.

### **13.7 Governing Law; Dispute Resolution.**

**(a) Billing Disputes.** If Customer disputes a charge in good faith, Customer may withhold payment of that charge if Customer makes timely payment of all undisputed charges when due and provides CenturyLink with a written explanation of the reasons for Customer's dispute of the charge within 90 days after the invoice date of such amount. If CenturyLink determines, in its good faith, that the disputed charge is valid, CenturyLink will notify Customer and within five business days after CenturyLink's notification, Customer must pay the charge and accrued interest.

**(b) Governing Law; Forum.** The Agreement will be governed by the laws of North Carolina, in which the Customer's principal office is located, without regard to its choice of law principles. Any legal proceeding relating to the Agreement will be brought in a U.S. District Court, or absent federal jurisdiction, in a state court of competent jurisdiction, in Moore County, North Carolina.

**(c) Limitations Period.** Any claim relating to the Agreement must be brought within two years after the claim arises other than Customer disputing an amount in an invoice, which must be done by Customer within 90 days after the invoice date of the disputed amount.

**13.8 No Resale; Security.** Customer represents that it is not a reseller of any telecommunication services provided under this Agreement as described in the Telecommunications Act of 1996, as amended, or applicable state law and acknowledges it is not entitled to any reseller discounts under any laws. CenturyLink has adopted and implemented, and will maintain, a corporate information security program designed to protect Customer information, materials and data accessed and possessed by CenturyLink from loss,

## CENTURYLINK® LOYAL ADVANTAGE® AGREEMENT

misuse and unauthorized access or disclosure. Such program includes formal information security policies and procedures. The CenturyLink information security program is subject to reasonable changes by CenturyLink from time to time. CenturyLink's standard service offerings do not include managed security services such as encryption, intrusion detection, monitoring or managed firewall. Customer is responsible for selecting and using the level of security protection needed for all Customer data stored or transmitted via the Service and using reasonable information security practices, including those relating to the encryption of data.

**13.9 Transport Services.** The parties acknowledge that the Federal Communications Commission's reliability rules mandates the identification and tagging of any circuits or equivalent data paths ("Transport Services") to public safety answering points that are used to transport 9-1-1 calls and information ("9-1-1 Data"). Customer agrees to cooperate with CenturyLink regarding compliance with these rules and will notify CenturyLink of all Transport Services Customer purchases under this Agreement that are utilized to transport 9-1-1 calls and 9-1-1 Data.

**13.10 Assignment.** Either party may assign the Agreement without the other party's prior written consent: (a) in connection with the sale of all or substantially all of its assets; (b) to the surviving entity in any merger or consolidation; or (c) to an Affiliate provided such party gives the other party 30 days' prior written notice. Any assignee of the Customer must have a financial standing and creditworthiness equal to or better than Customer's, as reasonably determined by CenturyLink, through a generally accepted, third party credit rating index (i.e. D&B, S&P, etc.). Any other assignment will require the prior written consent of the other party.

**13.11 Amendments; Changes.** The Agreement may be amended only in a writing signed by both parties' authorized representatives. Each party may, at any time, reject any handwritten change or other alteration to the Agreement. CenturyLink may change features or functions of its Services; for material changes that are adverse to Customer, CenturyLink will provide 30 days' prior written notice, but may provide a shorter notice period if the change is based on Regulatory Activity. CenturyLink may amend, change, or withdraw the Tariffs, RSS, ISS or AUP, with such updated Tariffs, RSS, ISS or AUP effective upon posting or upon fulfillment of any necessary regulatory requirements.

**13.12 Websites.** References to websites in the Agreement include any successor websites designated by CenturyLink.

**13.13 Required Notices.** Unless provided otherwise in the Agreement, all required notices to CenturyLink must be in writing, sent to 1801 California St., #900, Denver, CO 80202; Fax: 888-778-0054; Attn.: Legal Dept., and to Customer as provided above. All notices are effective: (a) when delivered via overnight courier mail or in person to the recipient named above; (b) three business days after mailed via regular U.S. Mail; or (c) when delivered by fax if duplicate notice is also sent by regular U.S. Mail.

**13.14 Service Termination Notices.** Customer's notice of termination for CenturyLink QCC Services must be sent via mail, facsimile or e-mail to: CenturyLink, Attn.: GBM Disconnects, 112 Sixth St., Bristol, TN 37620, Fax: 866.887.6633, e-mail: [GBMdisconnects@CenturyLink.com](mailto:GBMdisconnects@CenturyLink.com). Such termination is effective 30 days after CenturyLink's receipt of the notice, unless a longer period is otherwise required. For Services under the Select Advantage Service Exhibit, Customer must call the customer care number specified on Customer's invoice to provide notice of termination.

**13.15 No pledge of taxing authority.** No deficiency judgment may be rendered against Customer or any agency of Moore County Customer in any action for breach of a contractual obligation under this Agreement. The taxing power of the Customer is not pledged directly or indirectly to secure any monies due under this Agreement.

**13.16 Conflict of Interest:** If this is an Agreement for design, engineering, contract administration or similar services, the CenturyLink will not enter into contracts or agreements with third parties that may present a potential for conflict of interest between Customer and the third parties regarding the subject matter of this Agreement.

**13.17 Compliance with E-Verify requirements:** CenturyLink complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, if applicable, which requires certain employers to verify the work authorization of each newly hired employee through the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies.

**13.18 Compliance with Iran Divestment Act:** CenturyLink warrants that to the best of its knowledge and at the time of signing this Agreement, it is not listed on the Final Divestment List created by the State Treasurer pursuant to North Carolina General Statute § 143-6A-4. The Contractor warrants that it will not utilize any subcontractor identified on the Final Divestment List. Prior to the renewal of this Contract, the Contractor will certify, in writing, that neither the Contractor nor its subcontractors are listed on the Final Divestment List. In the event the Contractor or a subcontractor of the Contractor is added to the Final Divestment List, this Contract will be immediately considered void by operation of law.

**13.19 Entire Agreement.** The Agreement (including any applicable Service Exhibit, CenturyLink accepted Order Forms, and all referenced documents) constitutes the entire agreement between the parties and supersedes all prior oral or written agreements or understandings relating to the same service, ports, or circuits at the same locations as covered under the Agreement.

## 14. Definitions.

"Affiliate" means any entity controlled by, controlling, or under common control with a party.

"AUP" means the Acceptable Use Policy incorporated by this reference and posted at <http://www.centurylink.com/legal/>.

"Cancellation Charge" means the cancellation charge described in the applicable Service Exhibit and charges incurred by CenturyLink from a third party provider as a result of an early termination.

"Cause" means the failure of a party to perform a material obligation under the Agreement, which failure is not remedied: (a) for payment defaults by Customer, within five days of separate written notice from CenturyLink of such default; or (b) for any other material breach, within 30 days after written notice.

## CENTURYLINK® LOYAL ADVANTAGE® AGREEMENT

"CenturyLink QCC" means the former Qwest Communications Company, LLC d/b/a CenturyLink QCC. On April 1, 2014, CenturyLink completed an internal reorganization resulting in the merger of multiple CenturyLink owned companies into Qwest Communications Company, LLC. Simultaneously with the merger, Qwest Communications Company, LLC changed its name to CenturyLink Communications, LLC. The term "CenturyLink QCC" refers to the former "d/b/a CenturyLink QCC" company and not to any other CenturyLink owned companies now a part of CenturyLink Communications, LLC.

"Confidential Information" means any information that is not generally available to the public, whether of a technical, business, or other nature, (including CPNI), and that: (a) the receiving party knows or has reason to know is confidential, proprietary, or trade secret information of the disclosing party; or (b) is of such a nature that the receiving party should reasonably understand that the disclosing party desires to protect the information from disclosure. Confidential Information will not include information that is in the public domain through no breach of the Agreement by the receiving party or is already known or is independently developed by the receiving party.

"Convenience" means any reason other than for Cause.

"CPE" means any customer equipment, software, and/or other materials of Customer used in connection with the Service.

"CPNI" means Customer Proprietary Network Information, which includes confidential account, usage, and billing-related information about the quantity, technical configuration, type, destination, location, and amount of use of a customer's telecommunications services. CPNI reflects the telecommunications products, services, and features that a customer subscribes to and the usage of such services, including call detail information appearing in a bill. CPNI does not include a customer's name, address, or telephone number.

"Early Termination Charge" means an amount equal to 35% of the average monthly charges billed under this Agreement through the date of termination multiplied by the number of months remaining in the Term.

"End User" means Customer's members, end users, customers, or any other third parties who use or access the Services or the CenturyLink network via the Services.

"Force Majeure Event" means an unforeseeable event beyond the reasonable control of that party, including without limitation: act of God, fire, explosion, lightning, hurricane, labor dispute, cable cuts by third parties, acts of terror, material shortages or unavailability, government laws or regulations, war or civil disorder, or failures of suppliers of goods and services.

"ISS" means CenturyLink's Information Services Schedule incorporated by this reference and posted at: [http://www.centurylink.com/tariffs/clc\\_info\\_services.pdf](http://www.centurylink.com/tariffs/clc_info_services.pdf).

"MRC" means monthly recurring charge.

"NRC" means nonrecurring charge.

"Order Form" includes both order request forms and quotes issued by CenturyLink. If a CenturyLink service requires a quote to validate the Order Form pricing, the quote will take precedence over the order request form, but not over the Service Exhibit.

"Regulatory Activity" is a regulation or ruling by any regulatory agency, legislative body or court of competent jurisdiction.

"RSS" means as applicable CenturyLink's Rates and Services Schedules incorporated by this reference and posted at [http://www.centurylink.com/tariffs/fcc\\_clc\\_ixc\\_rss\\_no\\_2.pdf](http://www.centurylink.com/tariffs/fcc_clc_ixc_rss_no_2.pdf) for CenturyLink's International RSS and at [http://www.centurylink.com/tariffs/fcc\\_clc\\_ixc\\_rss\\_no\\_3.pdf](http://www.centurylink.com/tariffs/fcc_clc_ixc_rss_no_3.pdf) for CenturyLink's Interstate RSS.

"SLA" means the service level agreement applicable to a Service as described in a Service Exhibit.

"State" means one of the 50 states of the United States or the District of Columbia.

"Tariff" includes as applicable: CenturyLink state tariffs, price lists, price schedules, administrative guidelines, catalogs, and rate and term schedules incorporated by this reference and posted at <http://www.centurylink.com/tariffs>.

"Tax" or "Taxes" means foreign, federal, state, and local excise, gross receipts, sales, use, privilege, or other tax (other than net income) now or in the future imposed by any governmental entity (whether such Taxes are assessed by a governmental authority directly upon CenturyLink or the Customer) attributable or measured by the sale price or transaction amount, or surcharges, fees, and other similar charges that are required or permitted to be assessed on the Customer. These charges may include state and federal Carrier Universal Service Charges, as well as charges related to E911, and Telephone Relay Service.

**CENTURYLINK<sup>®</sup> LOYAL ADVANTAGE<sup>®</sup> AGREEMENT**  
**DOMESTIC CENTURYLINK IQ<sup>®</sup> NETWORKING SERVICE EXHIBIT**

- 1. General.** Domestic CenturyLink IQ<sup>®</sup> Networking Service ("Service") is provided by CenturyLink QCC under the terms of the Agreement, this Service Exhibit, and any signed quotes between CenturyLink QCC and Customer.
- 2. Service.**
  - 2.1 Description.** Service is a data, IP, and a network management solution that is designed for connectivity between Customer's sites or public Internet connectivity.
  - 2.2 Ports.** CenturyLink offers Service in the following port ("Port") types:
    - (a) Internet Port.** Internet Ports provide public Internet connectivity.
    - (b) Private Port.** Private Ports provide WAN connectivity between Customer sites. Customer may allocate Private Port traffic up to 10 different closed user groups. Customer may request more than 10 point-to-point closed user groups for an additional charge. Quality of service ("QoS") traffic prioritization can be used with Private Ports. Ethernet Private Ports with real-time traffic that require QoS are subject to local access limitations.
    - (c) Enhanced Port.** Enhanced Ports provide the functionality of both an Internet Port and a Private Port in a consolidated solution.
    - (d) CenturyLink IQ<sup>®</sup> + Port.** A CenturyLink IQ + Port is a bundled solution that includes the following: (i) the functionality of a Private Port, (ii) Local Access, (iii) Monitor and Notification for a CenturyLink provided or approved router, (iv) End-to-End Performance Reporting, and (v) optional CenturyLink provided router as Rental CPE and Priority Queuing. The Local Access and CenturyLink provided router for domestic Service are subject to the Local Access Service Exhibit and CenturyLink Rental CPE Service Exhibit (including the applicable Detailed Description), respectively. Customer may provide a router approved by CenturyLink. Domestic Service with a CenturyLink provided router includes 8x5 NBD maintenance using ProMET<sup>®</sup> Remote Standard Service or 24x7 on-site maintenance using ProMET<sup>®</sup> On-Site Premium Service at Customer qualified sites. CenturyLink may use repackaged Rental CPE or substitute the Rental CPE with other CPE. Customer is responsible for any trouble shooting and repair of equipment on Customer's side of the router. Domestically, a CenturyLink IQ + Port is only available in a CenturyLink determined data center.
    - (e) CenturyLink IQ<sup>®</sup> + Cloud Port.** A CenturyLink IQ + Cloud Port is a bundled solution that provides: (a) private connectivity between Customer's Private Port sites and Customer resources in CenturyLink determined data centers and/or cloud service provider environments, and (b) End-to-End Performance Reporting. Customer can use all Private Port features defined in the Private Port section above. Access within data centers and cloud service provider environments may include shared or virtualized services where available. Customer understands that cloud-related services are contracted separately.
  - 2.3 Network Management Service.** CenturyLink Network Management Service ("NMS") is a feature available for all Ports except for a CenturyLink IQ + Cloud Port. Select Management or Comprehensive Management is available with domestic Ports. The feature provides performance reporting, change management, configuration management, fault monitoring, management and notification of CPE and network related issues. Customer may also request NMS management features for devices not associated with a CenturyLink IQ Networking Port in domestic locations with CenturyLink's prior approval. The NMS management types are set forth in more detail below.
    - (a) Monitor and Notification.** Monitor and Notification can be included with CenturyLink IQ + Ports and is an optional NMS feature for the other Port types. CenturyLink will monitor the Customer devices 24x7x365 for up/down status using ICMP ping. CenturyLink will notify Customer if no response is received for a designated period. NMS will not provide any troubleshooting and incident resolution for device or network faults. "Monitor & Notification" is the only NMS option available for devices that do not support SNMP and/or are not certified for NMS.
    - (b) Select Management.** Select Management can be included with any eligible domestic Port. CenturyLink will monitor Customer devices 24x7x365 for up/down status as well as provide 24x7x365 remote performance monitoring, reporting, and ticketing via an NMS online portal for devices supported by CenturyLink, fault monitoring, management, and notification (detection, isolation, diagnosis, escalation and remote repair when possible), change management supported by CenturyLink (up to 12 changes per year), asset management (device inventory), and configuration management (inventory of customer physical and logical configuration). Customer must make change management requests via Control Center at <https://controlcenter.centurylink.com>. Select Management only supports basic routing functions. NMS does not include new CPE initial configuration, lab testing, lab modeling, or on-site work of CPE. The NMS supported device list and a standard change management list are available on request and are subject to change without notice.
    - (c) Comprehensive Management.** Comprehensive Management can be included on any eligible Port. Comprehensive Management includes all of the Select Management features as well as total customer agency and change management (up to 24 configuration changes per year) of complex routing functions within routers, switches, and firewall modules. This includes configuration and management of complex routing, switching, device NIC cards, firewall module configurations, and basic router internal firewall functions. CenturyLink acts as the Customer's single point of contact in managing the resolution of all service, device, and transport faults covered by Comprehensive Management and will work with any third party hardware and/or transport providers the Customer has under contract until all network issues are successfully resolved. With Internet security protocol ("IPSec"), CenturyLink can configure full

**CENTURYLINK® LOYAL ADVANTAGE® AGREEMENT**  
**DOMESTIC CENTURYLINK IQ® NETWORKING SERVICE EXHIBIT**

mesh, partial mesh, or hub-and-spoke topologies with secure tunnels for remote communication between Customer locations. IPsec is only available on approved Cisco and Adtran devices. IPsec opportunities greater than 25 devices or with other manufacturer's devices require CenturyLink approval before submitting an order.

**(d) CenturyLink Responsibilities.** For NMS, CenturyLink will provide Customer with a nonexclusive service engineer team, which will maintain a Customer profile for the portion of the Customer's network where the devices covered by NMS reside. CenturyLink will work with Customer to facilitate resolution of service affecting issues with Select Management or Comprehensive Management.

**(e) Customer Responsibilities.**

**(i)** Customer must provide all information and perform all actions reasonably requested by CenturyLink in order to facilitate installation of NMS. If Customer limits or restricts CenturyLink's read/write access to a device, CenturyLink cannot support configuration backups. Customer is responsible for supporting CenturyLink in access, troubleshooting, and configuration requests made in accordance with normal troubleshooting and repair support activities. For Out-of-Band management related to fault isolation/resolution, Customer will provide and maintain a POTS line for each managed device. "Out-of-Band" means a connection between two devices that relies on a non-standard network connection, such as an analog dial modem, which must be a CenturyLink certified 56k external modem. Additionally, Customer will provide a dedicated modem for each managed device. It is not mandatory that Customer have a POTS line but Customer must understand that CenturyLink will not be able to troubleshoot issues if the device covered by NMS cannot be reached. Service related outages requiring access to the device for troubleshooting and repair purposes will impact the eligibility of any associated SLA credits.

**(ii)** For Comprehensive Management, Customer must execute the attached Letter of Agency (Attachment 1) to authorize CenturyLink to act as Customer's agent solely for the purpose of accessing Customer's transport services.

**(iii)** Depending on transport type, Customer's managed devices must comply with the following set of access requirements: (A) for NMS delivered via IP connectivity with an Internet Port or other public Internet service, devices must contain an appropriate version of OS capable of establishing IPsec VPNs; and (B) for NMS delivered with a Private Port, CenturyLink will configure a virtual circuit to access Customer's device at no additional charge. CenturyLink will add the NMS network operations center to the Customer closed user group to manage the devices within Customer's network.

**(iv)** Customer must provide a routable valid IP address to establish the NMS connection. Customer's primary technical interface person must be available during the remote installation process to facilitate installation of NMS. All Customer devices managed under NMS must be maintained under a contract from a CenturyLink approved onsite CPE maintenance provider. The response times for which Customer contracts with its CPE maintenance provider will affect CenturyLink's timing for resolution of problems involving Customer provided devices. The performance of the CPE maintenance provider is Customer's responsibility.

**2.4 End-to-End Performance Reporting.** End-to-End Performance Reporting is a feature included with Private Ports, the Private Port functionality of Enhanced Ports, CenturyLink IQ + Ports, and CenturyLink IQ + Cloud Ports, except for Ports with VPLS. Customer must include CenturyLink as a member of each closed user group. The feature includes a report based on data collected from Customer's traffic within its closed user groups and measures availability, jitter, latency, and packet delivery between Customer's edge routers, between CenturyLink's routers, and between Customer's edge routers and CenturyLink's routers. The data contained in the report is measured differently than the goals contained in the SLA applicable to the Service and is for informational purposes only. Customer is not entitled to SLA credits based on the data in the report. Customer may access the report in the Control Center portal. Some quote forms or other associated documents may use "End-to-End Performance Monitoring" to mean "End-to-End Performance Reporting".

**2.5 Multicast.** Multicast is an optional feature for Private Ports and the Private Port functionality of Enhanced Ports. The feature enables IP multicast on the CenturyLink IP network. Customer must configure its edge devices with CenturyLink designated multicast protocol specifications and use the CenturyLink designated IP address range for Customer's multicast applications. The standard feature allows up to ten sources of multicast traffic per Customer, but CenturyLink may permit a limited number of additional sources.

**2.6 Secure IP Gateway.** Secure IP Gateway ("SIG") is an optional feature for Enhanced Ports. SIG adds a network based firewall feature to an Enhanced Port and supports Customer defined network address translation policies and firewall rule sets.

**2.7 VPLS.** Layer 2 virtual private LAN service ("VPLS") is optional feature for Private Ports only. VPLS is not available for CenturyLink IQ + Ports or CenturyLink IQ + Cloud Ports. Private Ports with VPLS are supported on CenturyLink-certified Cisco equipment and are limited to the following connection and encapsulation methods: Ethernet 10 Mbps, 100 Mbps, 1000 Mbps with Ethernet encapsulation; DS1 and DS3 with Frame Relay encapsulation, and OC3 with ATM encapsulation. The following features are not available with Private Ports with VPLS: (a) usage reports; (b) the Precise Burstable or Data Transfer pricing methodologies; (c) the SLA's Reporting Goal; (d) VPN Extensions and (e) End-to-End Performance Reporting.

**2.8 VPN Extensions.** A VPN Extension is an optional feature for layer 3 multi protocol label switching ("MPLS") Private Ports and Enhanced Ports. The feature allows Customer to extend its Layer 3 MPLS closed user groups to Customer locations that are not served by CenturyLink's MPLS network ("Remote Location"). Customer can establish a tunnel through the Internet between the Customer's CPE at the Remote Location (separately purchased and managed by Customer) and the CenturyLink network device. The

**CENTURYLINK® LOYAL ADVANTAGE® AGREEMENT  
DOMESTIC CENTURYLINK IQ® NETWORKING SERVICE EXHIBIT**

Customer provided CPE must support the CenturyLink service configurations and be installed as designated by CenturyLink or as otherwise agreed upon by the parties. Customer is responsible for the installation, operation, maintenance, use and compatibility of the Remote Location CPE. Customer will cooperate with CenturyLink in setting the initial configuration for the Remote Location CPE interface with the VPN Extension Service. Customer must use IP connectivity at the Remote Location that includes a static public IP address.

**(a) Exclusions.** CenturyLink will not debug problems on, or configure any internal or external hosts or networks (e.g., routers, DNS servers, mail servers, www servers, and FTP servers). All communication regarding the VPN Extension must be between CenturyLink and a Customer approved site contact that has relevant experience and expertise in Customer's network operations. The following features are not available with VPN Extensions: (i) End-to-End Performance Reporting; (ii) QoS; (iii) VPLS; and (iv) Multicast. VPN Extensions are not subject to the SLA.

**2.9 Backbone Prioritization/Priority Queuing.** Backbone Prioritization and Priority Queuing is an optional feature available with individual domestic Private Ports, CenturyLink IQ + Ports, and CenturyLink IQ + Cloud Ports. When this feature is configured on such Port, traffic originating from that Port will be designated at a higher class of service to the CenturyLink IP network than traffic originating from such Ports without the feature or Internet Ports. If Customer desires the feature for traffic between two or more such Ports, the feature must be ordered for each such Port. The benefit from this feature is realized during periods of high network congestion. The feature may not be available at all locations or with Multicast in certain circumstances.

**3. Ordering.** For purposes of this Service Exhibit, "Order Form" means an electronic order confirmation process using an architecture confirmation document ("ACD") or other document that Customer and CenturyLink mutually agree to prior to submitting a Service order request. CenturyLink must approve each Order Form and Customer must send it via e-mail, fax, or other CenturyLink-approved electronic process to CenturyLink. Subject to availability, CenturyLink will assign /29 Internet address space for Customer during the use of a Port. Neither Customer nor any End Users will own or route these addresses. Upon termination of Service, Customer's access to the IP addresses will cease. If Customer requests special sequencing for Port installation, Customer must designate a Key Port. A "Key Port" is a Port that must be available on the network before adding additional domestic Port locations. The installation of the Key Port will determine the timelines for the installation of other domestic Ports. Customer may designate one Key Port within its CenturyLink IQ Networking network topology by notifying CenturyLink in writing of that request. Unless the parties otherwise agree in writing, Customer has sole responsibility for ordering, securing installation and ensuring proper operation of any and all equipment required to enable Customer to receive the Service.

**4. Charges.** Customer must pay all applicable MRCs and NRCs set forth in an attached pricing attachment, offer attachment, or a valid signed CenturyLink issued quote. Charges will commence within five days after the date CenturyLink notifies Customer that Service is provisioned and ready for use ("Start of Service Date"). Customer may order multiple Ports with multiple pricing methodologies in accordance with the pricing methodologies set forth below. Customer may change the pricing methodology (e.g., from Flat Rate to Precise Burstable) of a Port if: (a) the Port's new MRC remains the same or greater than the old MRC, and (b) the Port starts a new Service Term that is equal to or greater than the remaining number of months in the old Service Term, subject to a 12 month minimum. CenturyLink may change rates after the completion of a Port's Service Term with 60 days' notice. The net rate MRCs set forth in the pricing attachment, offer attachment or valid signed CenturyLink issued quote will be used to calculate Contributory Charges. Net rate MRCs are lieu of all other rates, discounts, and promotions. The End-to-End Performance Reporting, VPN Extension, SIG and Multicast features are provided on a month-to-month basis and either party may cancel a feature with 30 days' prior written notice to the other party. CenturyLink may upon 30 days prior written notice to Customer modify those features, including without limitation, their rates. If a CenturyLink IQ + Port uses Data Center Access as the access type, that Port will be understood to be a CenturyLink IQ + Cloud Port.

**4.1 Pricing Methodologies.**

**(a) Flat Rate.** The Flat Rate pricing methodology bills Customer a specified MRC for a given Port speed regardless of Customer's actual bandwidth utilization.

**(b) Tiered.** The Tiered pricing methodology caps Customer's bandwidth at the tier specified on an Order Form and bills the Customer a fixed MRC based on that bandwidth tier regardless of Customer's actual bandwidth utilization. No more than once per month, Customer may change its specific bandwidth tier (e.g., 2 Mbps to 10 Mbps) within the applicable Port classification (e.g., Ethernet, Fast Ethernet). Customer may not change its bandwidth from one Port classification to another.

**(c) Precise Burstable.** Usage samples are taken every five minutes throughout the monthly billing cycle. Only one sample is captured for each five-minute period, even though there are actually two samples taken; one for inbound utilization and one for outbound utilization. The higher of these two figures is retained. At the end of the billing period, the samples are ordered from highest to lowest. The top 5% of the samples are discarded. The highest remaining sample is used to calculate the usage level, which is the 95th percentile of peak usage. For each Precise Burstable Port, Customer will pay an MRC calculated by multiplying Customer's 95th percentile of peak usage in a given month by the applicable MRC per Mbps. There is a minimum usage amount within each Precise Burstable Port classification ("Precise Burstable Minimum"). Customer will be billed the greater of the Precise Burstable Minimum or the actual charges based upon its 95th percentile of peak usage.

**(d) Data Transfer.** Usage samples are taken every five minutes throughout the Customer's monthly billing cycle. Samples are taken for both in-bound utilization and out-bound utilization. Customer will be billed for the sum total of both inbound and outbound

**CENTURYLINK<sup>®</sup> LOYAL ADVANTAGE<sup>®</sup> AGREEMENT**  
**DOMESTIC CENTURYLINK IQ<sup>®</sup> NETWORKING SERVICE EXHIBIT**

utilization. Charges are applied using a stepped or "metered" methodology such that Customer's traffic will be billed incrementally at each volume tier. For example, if Customer's total volume on a DS1 circuit is 10 GB, the first 7 GB of such total would be billed at the 0-7 GB tier, and the remaining 3 GB would be billed at the 7.01-17 GB tier. For each Data Transfer Port ordered hereunder, Customer will pay an MRC calculated by multiplying Customer's volume of data transferred in a given month (in GBs) by the applicable MRC per GB. Within each Data Transfer Port classification (e.g., DS1, DS3), Customer will be subject to the minimum usage amount set forth in the column heading of the applicable Data Transfer pricing table ("Data Transfer Minimum"). Customer will be billed the greater of the Data Transfer Minimum or the actual charges based upon its actual volume of data transferred. Data Transfer pricing is only available if Customer's premises-based router uses HDLC, PPP, or MLPPP line encapsulation.

**5. Term; Cancellation.**

**5.1 Term.** The term of an individual Port (and associated features/Services, if applicable) begins on the Start of Service Date for that Port and continues for (a) the service term shown on the valid signed CenturyLink issued quote or the pricing attachment or (b), if a service term is not shown in a quote or pricing attachment, five years (each a "Service Term"). If Service is installed at multiple Customer locations or with multiple Ports at a Customer location, each separate Port (and associated features/Services) will have its own Start of Service Date. Upon expiration of a Service Term, individual domestic Ports (and associated features/Services) will remain in effect on a month-to-month basis until canceled by either party with 60 days' notice.

**5.2 Cancellation.** Upon cancellation of a Service, Customer will remain liable for charges accrued but unpaid as of the cancellation date. If a Port and associated features/Services is canceled by Customer other than for Cause, or by CenturyLink for Cause, before the conclusion of its Service Term or Upgrade Service Term (as described in the "Upgrades" section), Customer will pay a "Cancellation Charge" equal to:

**(a)** Domestic Internet Port, Private Port or Enhanced Ports: (i) 100% of the Port and NMS MRCs multiplied by the number of months remaining in the first 12 months of the initial Service Term (or Upgrade Service Term), if any, plus (ii) 35% of the balance of those MRCs multiplied by the number of months remaining to complete the initial Service Term (or Upgrade Service Term) beyond the first 12 months, plus (iii) the amount of any NRCs discounted or waived if the Port has not remained installed for at least 12 months.

**(b)** CenturyLink IQ + Ports and CenturyLink IQ + Cloud Ports: (i) 100% of the CenturyLink IQ + Port or CenturyLink IQ + Cloud Port MRC (and associated features/Service MRCs if applicable) multiplied by the number of months remaining in the first 12 months of the initial Service Term, if any; plus (ii) 75% of the those MRCs multiplied by the number of months remaining to complete 24 months of the initial Service Term, if any; plus, if applicable, (iii) 50% of those MRCs multiplied by the number of months remaining to complete the remainder of the Service Term.

**5.3 Waiver of Cancellation Charges.**

**(a) Upgrades.** CenturyLink will waive the Cancellation Charges for a domestic Port if Customer: (i) upgrades a Port to another Port with a higher bandwidth (e.g., from a DS1 to a DS3) within the same pricing methodology and the new Port's MRC (with Local Access) is equal to or greater than the combined MRCs of the Port and the associated Local Access Service being terminated; or (ii) upgrades the Port type to a higher Port type (e.g., from an Internet Port to a Private Port or CenturyLink IQ + Port) within the same pricing methodology. All upgraded Ports must start a new Service Term equal to or greater than the replaced Port's remaining Service Term, subject to a 12 month minimum ("Upgrade Service Term"). If Customer cancels the upgraded Port before the completion of the Upgrade Service Term, Customer will pay the Cancellation Charges set forth in the Cancellation section above. In some cases an upgrade to a Port may trigger a Local Access charge under the Local Access Service Exhibit. Customer can upgrade a CenturyLink IQ + Port from 8x5 NBD Remote to 24x7 On-Site maintenance or upgrade a CenturyLink IQ + Port's NMS feature to Select Management or Comprehensive Management without restarting the Service Term.

**(b) Migration to Other CenturyLink Services.** CenturyLink will waive the Cancellation Charges for a domestic Port if Customer migrates the Port to a new Data Bundle solution (a "New Service") as long as: (i) the New Service's MRC is equal to or greater than the combined MRCs of the Port and the associated Local Access Service being terminated; (ii) the New Service's minimum service term is at least as long as the then remaining Service Term of the Port being terminated; and (iii) the New Service is available.

**6. Additional Disclaimer of Warranty.** In addition to any other disclaimers of warranty stated in the Agreement, CenturyLink makes no warranty, guarantee, or representation, express or implied, that all security threats and vulnerabilities will be detected or that the performance of the Services will render Customer's systems invulnerable to security breaches. Customer is responsible for Customer's own network security policy (including applicable firewall and NAT policies) and security response procedures.

**7. E-mail Notification.** Customer acknowledges and agrees that CenturyLink may contact Customer via e-mail at the e-mail address provided to CenturyLink when Customer ordered the Service for any reason relating to the Service, including for purposes of providing Customer any notices required under the Agreement. Customer agrees to provide CenturyLink with any change to its e-mail address.

**8. AUP.** All use of the Services must comply with the AUP located at <http://www.centurylink.com/legal/>, which is subject to change. CenturyLink may reasonably change the AUP to ensure compliance with applicable laws and regulations and to protect CenturyLink's network and customers. Any changes to the AUP will be consistent with the purpose of the AUP to encourage responsible use of CenturyLink's networks, systems, services, Web sites, and products.

**CENTURYLINK<sup>®</sup> LOYAL ADVANTAGE<sup>®</sup> AGREEMENT**  
**DOMESTIC CENTURYLINK IQ<sup>®</sup> NETWORKING SERVICE EXHIBIT**

**9. SLA.** Ports other than CenturyLink IQ + Ports or CenturyLink IQ + Cloud Ports are subject to the CenturyLink IQ Networking Service Level Agreement ("SLA"), CenturyLink IQ + Ports and CenturyLink IQ + Cloud Ports are subject to the CenturyLink IQ + Port SLA and the NMS feature is subject to the NMS SLA. Each SLA is located at <http://www.centurylink.com/legal/> and subject to change. For Customer's claims related to Service or NMS feature deficiencies, interruptions or failures, Customer's exclusive remedies are limited to those remedies set forth in the applicable SLA. References to CenturyLink IQ + Ports in the CenturyLink IQ + SLA will also refer to CenturyLink IQ + Cloud Ports.

**CENTURYLINK® LOYAL ADVANTAGE® AGREEMENT  
DOMESTIC CENTURYLINK IQ® NETWORKING SERVICE EXHIBIT**

**PRICING ATTACHMENT**

**1. Pricing**

**1.1 Network Management Service MRCs.**

**(a) NMS for devices associated with a CenturyLink IQ Networking Port.** The following MRC is in addition to the Port MRC.

Description	Promo Code	MRC	NRC
NMS for devices associated with a CenturyLink IQ Networking Port.			
Select Management	IQ MANAGED	\$45.00 per device	N/A
Comprehensive Management	IQ MANAGED	\$75.00 per device	N/A
Monitor and Notification (for non-CenturyLink IQ + Ports)	N/A	\$35.00 per device	N/A

**(b) NMS for devices not associated with a CenturyLink IQ Networking Port.** The following MRC is in addition to the Port MRC.

Description	MRC	NRC
NMS for devices not associated with a CenturyLink IQ Networking Port (including VPN Extensions).		
Select Management	\$60.00 per device	N/A
Comprehensive Management	\$100.00 per device	N/A
Monitor and Notification	\$35.00 per device	N/A

**1.2 CenturyLink IQ Networking Features.**

**(a) Secure IP Gateway.**

Description	NRC
Secure IP Gateway Activation Fee	\$200.00 per each Enhanced Port

**(b) VPN Extensions.**

Description	MRC	NRC
VPN Extensions	\$25.00 per IPsec tunnel	\$50.00 per IPsec tunnel

**(c) Backbone Prioritization.** Backbone prioritization charges are in addition to the applicable Private Port MRCs.

Description	Increased MRC
Backbone Prioritization	CenturyLink will apply a 20% uplift charge to the MRC of each Private Port configured with Backbone Prioritization.

**1.3 Port Pricing Tables.** Some Port types or Port speeds may not be available in all areas or with certain types of access. CenturyLink IQ + Port pricing may be located in a valid signed CenturyLink issued quote, if available. If Customer wishes to order domestic CenturyLink IQ Networking Service with a different bandwidth or pricing methodology than those contained in the below pricing tables, Customer must enter into a separate written amendment to this Agreement or, if a quote applies, sign a new quote that includes the Service Address, type, and details of the new CenturyLink IQ + Port.

**(a) Flat Rate Pricing.**

Flat Rate Internet Port Other Access	Net Rate MRC	Install NRC
Fast Ethernet	\$350.00	\$1,500.00

**1.4 NRC Discounts.**

**(a) NRC Waiver.** So long as Customer is not in default of any obligations under the Agreement, CenturyLink will waive the Install NRCs for Internet Ports and Private Ports. The Internet Ports and Private Ports must remain installed for at least 12 months. Enhanced Ports are not eligible for any waiver or discount off Install NRCs.

**CENTURYLINK® LOYAL ADVANTAGE® AGREEMENT  
DOMESTIC CENTURYLINK IQ® NETWORKING SERVICE EXHIBIT**

**CENTURYLINK<sup>®</sup> LOYAL ADVANTAGE<sup>®</sup> AGREEMENT  
DOMESTIC CENTURYLINK IQ<sup>®</sup> NETWORKING SERVICE EXHIBIT**

**ATTACHMENT 1**

**COMPREHENSIVE MANAGEMENT**

**LIMITED LETTER OF AGENCY**

**between**

**Moore County ("Customer")**

**and**

**CenturyLink Communications, LLC f/k/a Qwest Communications Company, LLC ("CenturyLink")**

This limited letter of agency ("LOA") hereby authorizes CenturyLink to act as the Customer's agent for the limited purpose of contacting Customer's designated Local Exchange Carrier ("LEC"), Interexchange Carrier ("IXC"), Internet Service Provider ("ISP"), or customer premises equipment ("CPE") maintenance provider in conjunction with CenturyLink Network Management Service. Network Management Service activities will consist of working with Customer's LEC, IXC, ISP, and/or CPE maintenance provider for the purpose of: (a) extracting information concerning transmission data elements carried over Customer's network connection; (b) identifying Customer's links or data link connection identifiers ("DLCIs"); (c) opening, tracking, and closing trouble tickets with the LEC, IXC, ISP, or CPE maintenance provider on Customer's transport links or CPE when an alarm or fault has been detected; (d) dispatching CPE repair personnel on behalf of Customer to CPE for which a fault has been detected; and (e) discussing fault information with the LEC, IXC or CPE maintenance provider on behalf of Customer to facilitate resolution of the problem.

CenturyLink does not assume any of Customer's liabilities associated with any of the services the Customer may use.

The term of this LOA will commence on the date of execution below and will continue in full force and effect until terminated with 30 days written notice by one party to the other or until the expiration or termination of the Network Management Service.

A copy of this LOA will, upon presentation to LEC, IXC, ISP, and/or CPE maintenance provider, as applicable, be deemed authorization for CenturyLink to proceed on Customer's behalf.

\_\_\_\_\_  
Customer Company Name

\_\_\_\_\_  
Authorized Signature of Customer

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**CENTURYLINK® TOTAL ADVANTAGE® AGREEMENT  
LOCAL ACCESS SERVICE EXHIBIT**

**1. General.** CenturyLink QCC will provide Local Access Service ("Service") under the terms of this Service Exhibit, the Agreement and the RSS.

**2. Service Description and Availability.**

**2.1 Description.** Service provides the physical connection between the Service Address and the CenturyLink Domestic Network. Service includes any entrance cable or drop wire to, and equipment maintained by CenturyLink at the Demarcation Point, but does not include CPE, Extended Wiring, inside wiring, or other equipment not maintained by CenturyLink. Customer is responsible for any additional terminations beyond the Demarcation Point. All equipment owned by CenturyLink remains property of CenturyLink. Customer disclaims any interest in any equipment, property or licenses used by CenturyLink to provide Service. CenturyLink will not provide Service to a residential location, even if business is conducted at that location. Service is not a standalone service and Customer must purchase the Service in connection with another CenturyLink service for which a local loop is required.

**2.2 Types of Service Technologies.** CenturyLink uses the following different technologies to provide Service. Some technologies or speeds may not be available in all areas or with certain types of Service.

**(a) Special Access.** "Special Access" means Service using digital signal bandwidths DS0, DS1 and DS3 or Optical Carrier signal bandwidths OC3, OC12, OC48 and OC192.

**(b) Ethernet Local Access ("ELA").** ELA is available at bandwidths varying from 1 Mbps to 1,000 Mbps (1G) and 10G (Cross-Connect Access only). ELA is available in the following options: Native Single-Class-of-Service (CoS) Low, Native Single-CoS Medium, Native Single-CoS High, Native Multi-CoS, ELA over SONET, or Ethernet Virtual Access ("EVA"). "Native Single-CoS Low" is a layer 2, switched, native service using a standard Ethernet offering from the local access provider. Native Single-CoS Low is not recommended for use with critical applications (i.e. voice), but is ideal for non-critical applications (i.e. Internet and email traffic). "Native Single-CoS Medium" is a layer 2, switched, native service using a better-than-standard Ethernet offering from the local access provider. Native Single-CoS Medium is ideal for a combination of non-critical and/or critical applications; typically varying voice, video, and data. "Native Single-CoS High" is a layer 2, switched, native service using the best Ethernet offering from the local access provider. Native Single-CoS High is ideal for critical applications; typically predictable and reliable voice and data. Native Single-CoS Medium and Native Single-CoS High are only available with the following CenturyLink services: CenturyLink IQ® Networking Internet Port, Private Port or Enhanced Port with Secure Internet Gateway, E-Line, or Ethernet Private Line ("EPL"). Native Single-CoS Medium or Native Single-CoS High circuit speed must match the maximum CenturyLink IQ Networking port, E-Line, or EPL bandwidth. "Native Multi-CoS" is a layer 2, switched, native service closely aligning the CenturyLink IQ Networking QoS and the local access provider's Ethernet class of service offering and is only available with CenturyLink IQ Networking Private Port or Enhanced Port with Secure Internet Gateway. At Customer's discretion, Native Single-CoS Low, Native Single-CoS Medium, Native Single-CoS High, or Native Multi-CoS may be used to support CoS for critical applications (i.e. voice). "ELA over SONET" is a layer 1, SONET-based service. EVA is a layer 2, Ethernet-based service that provides customers with a premium non-oversubscribed connection with Fast E and Gig E connection types. Customer may experience delayed installation intervals due to construction requirements and available bandwidths may be limited due to distance and available Ethernet-supported facilities from the local access provider.

**(c) Wavelength Local Access.** "Wavelength Local Access" means Service using wave division multiplexing technology. Wavelength Local Access is available at bandwidths of 1 GbE, 10 GbE LAN PHY, 2.5 G (OC48), 10 GbE WAN PHY (OC192), 40G, OTU1, OTU2, OTU3, 1G, 2G, 4G and 10G.

**(d) DSL Local Access.** "DSL Local Access" means Leased Access using digital subscriber line ("DSL") technology. DSL Local Access is available at bandwidths varying from 128 kbps/64 kbps to 15000 Mbps/1000 Mbps. Customer may experience delayed installation intervals due to Construction requirements and available bandwidths may be limited due to distance and available DSL-supported facilities from the local access provider.

**(e) IP Connection.** "IP Connection" is a Layer 3, symmetrical transport service that utilizes established dedicated IP and MPLS transport technologies. When purchasing IP Connection, Customer agrees that it will use the IP Connection only for the provision of either (i) wireline broadband Internet access (as defined in applicable Federal Communications Commission orders and regulations), or (ii) wireline broadband Internet access plus additional information services, with wireline broadband Internet access constituting a principal use. IP Connection provides connectivity between single Customer locations within an affiliate LEC metropolitan area and a "hub" location using industry standard dedicated IP and MPLS protocols. The transmission speed depends on the amount of bandwidth available at the respective Customer location, which may be dependent on available underlying technology at the location. Service is available over multiple designs, which may include but not be limited to symmetrical VDSL2 connectivity with MPLS transport supporting speeds up to 40/40mg and symmetrical GPON connectivity with MPLS transport supporting speeds up to 1G/1G, all providing an IP Connection over the given transport solution.

**2.3 Types of Service.** CenturyLink offers the following three types of Service: CenturyLink Provided Access, Customer Provided Access or Cross-Connect Access.

**2.3.1 CenturyLink Provided Access.** "CenturyLink Provided Access" or "CLPA" means either On-Net Access or Leased Access.

**(a) On-Net Access.** For On-Net Access, Customer must be located in a CenturyLink designated building in which On-Net Access is generally available. On-Net Access is generally available as Special Access (except at the DS0 bandwidth), ELA, and Wavelength

**CENTURYLINK® TOTAL ADVANTAGE® AGREEMENT  
LOCAL ACCESS SERVICE EXHIBIT**

Local Access. Depending on the Service Address, On-Net Access may be provided through an existing CPOP, newly built CPOP, existing intra-building local loop facilities, or connections to a third party provider where CenturyLink coordinates the connectivity between CenturyLink facilities and facilities of a service provider with whom CenturyLink is interconnected. On-Net Access is subject to the On-Net Service Level Agreement located at <http://www.centurylink.com/legal/>, which is subject to change.

**(b) Leased Access.** Leased Access is generally available as Special Access, ELA, Wavelength Local Access and DSL Local Access at the bandwidths described in this Service Exhibit for those access types. Customer may request a specific local access provider for Leased Access from a list of available providers with whom CenturyLink has interconnect agreements. CenturyLink will attempt to use the Customer requested provider, but both final routing and the provider actually used will be chosen by CenturyLink. Where available for Special Access, ELA and Wavelength Local Access, Customer may request CenturyLink to provide a separate fiber facility path for a protection system between the local access provider's serving wire center and the Service Address ("Protect Route"). Protect Route uses backup electronics and two physically separate facility paths in the provisioning of Service. If the working facility or electronics fail, or the Service performance becomes impaired, the facility is designed to automatically switch to the Service protect path in order to maintain a near-continuous flow of information between locations. Special Access and ELA are also generally available as a central office meet point at a local access provider central office to which Customer has a dedicated connection.

**2.3.2 Customer Provided Access.** "Customer Provided Access" or "CPA" means a local loop that Customer orders from a local access provider to connect Customer's premises to the CenturyLink Domestic Network at a connection point specified by CenturyLink. CenturyLink will provide Customer with a limited letter of agency ("LOA"), which is incorporated by this reference, authorizing Customer to act as CenturyLink's agent so that Customer's local access provider will connect Customer's premises to the CenturyLink Domestic Network. Customer will also need to execute a CPA-DAR Addendum for CPA POP with ELA or Wavelength Local Access. Customer will pay a CPA charge to CenturyLink when Customer uses the following: (a) Special Access CPA dedicated facilities or ELA CPA virtual local area network ("VLAN"), both of which are dedicated entrance facilities CenturyLink leases from a local access provider and that carry traffic only from CenturyLink; or (b) ELA CPA POP, which requires CenturyLink to provide space and power for the local access provider to install Ethernet equipment; or (c) Wavelength Local Access. Customer will pay a CPA charge to CenturyLink when Customer uses Special Access CPA non-dedicated facilities owned by local access providers and that carry traffic from multiple carriers, including CenturyLink, if the provider charges CenturyLink for those facilities. CPA ELA VLAN is an access type where CenturyLink will provision and assign an Ethernet virtual circuit from a CenturyLink POP to a Customer designated Ethernet facility leased from a common Ethernet service provider. This access will be used to connect to a CenturyLink VLAN assignment on a CenturyLink IQ Networking Internet or Private Port or E-Line. CenturyLink will not bill customer a CPA charge for an IP layer 3 expansion site because Customer, not CenturyLink, is responsible for ordering a cross-connect from the IP layer 3 expansion site manager to meet CenturyLink in the IP layer 3 expansion site's meet-me-room. CPA is the responsibility of Customer and CenturyLink will not pay for or troubleshoot components of CPA.

**2.3.3 Cross-Connect Access.** "Cross-Connect Access" or "XCA" means: (a) an intra-POP connection between certain Customer facilities with direct access to the CenturyLink Domestic Network and the CenturyLink backbone access point (either (i) located within CenturyLink's transport area where CenturyLink allows Customer to bring its own fiber directly to the CenturyLink fiber under an executed Direct Connect Agreement ("Direct Connect") or (ii) in an area where Customer has leased space in a CPOP, a remote collocation site, or a collocation hotel under a Telecommunications Collocation License Agreement or (b) a connection between a CenturyLink-determined data center and a CenturyLink IQ Networking Port, Optical Wavelength Service ("OWS"), or E-Line ("Data Center Access") under an executed CenturyLink TS Service Exhibit with a CenturyLink IQ Networking, OWS or E-Line Service Exhibit. Data Center Access is available in bandwidths of 100 Mbps, 1G, and 10G (CenturyLink IQ Networking and OWS only). Direct Connect requires splicing of Customer and CenturyLink fibers and cross-connection of individual circuits.

**2.4 RSS.** Customer understands that Service is an interstate telecommunications service, as defined by Federal Communications Commission regulations and represents while using the Service, more than 10% of its usage will be interstate usage.

**3. Ordering.** Upon acceptance of an order for a Service, CenturyLink will notify Customer of CenturyLink's target date for the delivery of that Service ("Estimated Availability Date"). Once CenturyLink notifies Customer of the Estimated Availability Date for a Service, cancellation fees or Cancellation Charges set forth in the Cancellation section below will apply to any cancellation of that order. If Customer fails to respond to CenturyLink's requests to arrange for the installation of a Service when CenturyLink is ready, CenturyLink may consider the affected Service order canceled. CenturyLink will use commercially reasonable efforts to install each such Service on or before the Estimated Availability Date, but the inability of CenturyLink to deliver Service by such date is not a default under the Agreement or this Service Exhibit.

**4. Charges.** Customer will pay the net rates set forth in the attached pricing attachment or a quote for Service issued by CenturyLink if the rates for Service at a particular Service Address are not included in the pricing attachment, including all applicable ancillary service charges. CenturyLink invoices MRCs in advance and NRCs in arrears. If the Start of Service Date for any Service falls on any day other than the first day of the month, the first invoice to Customer will consist of: (a) the pro-rata portion of the applicable MRC covering the period from the Start of Service Date to the first day of the subsequent month; and (b) the MRC for the following month. Charges for Service will not be used to calculate Contributory Charges. Customer will receive the rates for Service as shown on the pricing attachment regardless of whether an NPA/NXX split or overlay occurs.

**4.1 Ancillary Charges.** Ancillary charges applicable to Service include but are not limited to those ancillary services set forth in this section. If an ancillary charge applies in connection with provisioning a particular Service, CenturyLink will notify Customer of the ancillary charge to be billed to Customer. Customer may either approve or disapprove CenturyLink providing the ancillary service.

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LOCAL ACCESS SERVICE EXHIBIT**

**(a) Expedite.** A local loop expedite charge applies to orders where Customer requests the delivery of Service one or more days before the Estimated Availability Date. Customer may only request to expedite CenturyLink Provided Access of Special Access and ELA orders (where underlying local access provider allows CenturyLink QCC to order an expedited service.)

**(b) Extended Wiring.** "Extended Wiring" means additional wiring required for orders where the Customer requested termination point for Service is not located in the same location as the Demarcation Point. The Demarcation Point is typically located at a suitable location in the basement or on the first floor of a Service Address where provision is made for termination of CenturyLink's outside distribution network facilities. Customer may only request Extended Wiring for (i) Special Access ordered as Leased Access, (ii) DSL Local Access, (iii) Ethernet Local Access (where available), and (iv) IP Connection.

**(c) Construction.** Construction charges apply if special construction is required to extend Service to a Demarcation Point not covered by Extended Wiring or other activities that may cause CenturyLink to incur expenses for provisioning the Service (e.g., special arrangements of LEC facilities or equipment required to activate the Service) ("Construction"). If Customer does not approve of the Construction charges after CenturyLink notifies Customer of the charges, the Service ordered will be deemed cancelled.

**(d) Multiplexing.** Customer may request multiplexing for Special Access where available. CenturyLink will multiplex lower level local loop into a higher local loop, or vice-versa, for an additional charge. CenturyLink offers multiplexing at a CPOP, at an On-Net Access building or at an ILEC/CLEC facility providing the Leased Access. For multiplexing at a CenturyLink On-Net Access building, CenturyLink provides multiplexed circuit handoffs to Customer at the same On-Net Access Service Address. For multiplexing at ILEC/CLEC facility, CenturyLink facilitates the delivery of multiplexed circuit handoffs to Customer at a single Service Address or at multiple Service Addresses per Customer's request. Multiplexing is generally available at DS1 and OCn circuit levels. Pricing for multiplexing at an ILEC/CLEC facility is on an individual case basis.

**(e) Changes.** Ancillary change charge applies where Customer requests CenturyLink to change a local loop to a different Service Address that is within the same Customer serving wire center as the existing local loop, but a Cancellation Charge does not apply.

**5. Term; Cancellation.**

**5.1 Term.** The term of an individual Service begins on the Start of Service Date for that Service and continues for the number of months specified in the attached pricing attachment for a particular Service Address or a quote for Service issued by CenturyLink if the rates for Service at particular Service Address are not included in the pricing attachment ("Initial Service Term"). Excluding voice loops and Data Center Access with a month-to-month Initial Service Term, the Initial Service Term will not be less than 12 months. Upon expiration of the Initial Service Term, Service will automatically renew for consecutive periods equal to the Initial Service Term length (a "Renewal Service Term"). CenturyLink may change rates at any time after the Initial Service Term, but will not change rates more than once during a Renewal Service Term.

**5.2 Cancellation.** Upon cancellation of a Service, Customer will remain liable for (a) charges accrued but unpaid as of the cancellation date (including MRCs, NRCs and Construction charges and other ancillary charges), (b) the amount of any NRCs that CenturyLink discounted or waived, if canceled during the first 12 months of the Initial Service Term and (c) any applicable cancellation fees and Cancellation Charges as set forth below.

**(a) Leased Access and On-Net Access—Cancellation Before the Start of Service Date.** Customer will pay the cancellation fee identified in the below table if cancellation of a Service order occurs before the Start of Service Date. If Customer accepted a Construction charge, Customer will also pay any unpaid Construction charges incurred by CenturyLink. If CenturyLink notifies Customer that Construction is required to provision a Service order and Customer cancels that order before the Start of Service Date because Customer disapproves of the Construction charge, the cancellation fee does not apply.

<b>Leased Access and On-Net Access Service Bandwidth†</b>	<b>Before Start of Service Date Cancellation Fee</b>
DS0 (Leased Access only), DS1, DSL Local Access speeds up to 1536 Kbps/1.024 Mbps	\$150 NRC
DS3, OCn, DSL Local Access speeds greater than 1536 Kbps/1.024 Mbps, all ELA speeds, all Wavelength Local Access speeds, all IP Connection speeds	\$500 NRC

†Includes all types of Service Technology unless otherwise noted.

**(b) All Service Types—Cancellation After the Start of Service Date.** If a Service is canceled by Customer other than for Cause, or by CenturyLink for Cause, before the conclusion of its Initial Service Term, Customer will pay a "Cancellation Charge" equal to: (i) 100% of the balance of the MRCs that otherwise would have become due for the unexpired portion of the first 12 months of the Initial Service Term, if any, plus (ii) 35% of the balance of the MRCs that otherwise would have become due for the unexpired portion, if any, of the Initial Service Term beyond the first 12 months.

**(c) Moves.** When Customer requests that CenturyLink move a local loop to a different Service Address that is not within the same Customer serving wire center as the existing local loop such move will be deemed a disconnect of the current local loop to which a Cancellation Charge applies and a new install of a new local loop.

**CENTURYLINK® TOTAL ADVANTAGE® AGREEMENT  
LOCAL ACCESS SERVICE EXHIBIT**

**(d) Waiver of Cancellation Charges.** CenturyLink will waive the Cancellation Charge for a cancelled Service:

- (i) When Customer cancels a Special Access ordered as Leased Access if it is (A) DS3 or less, (B) is not part of a bundle or package offering that required Customer to order the local loop with other service components and (C) the local loop's Start of Service Date was at least 12 months prior to the requested date of cancellation.
- (ii) When Customer upgrades existing Special Access, Native Single-CoS Low/Medium/High, Native Multi-CoS, ELA over SONET, or Wavelength Local Access ("Existing CLPA Service") with new Service within the same specific type of Service technology at a higher Service speed (e.g., Special Access DS1 to Special Access DS3 or Native Single-CoS Low Fast E to Native Single-CoS Low Gig E) and with the same local access provider ("Upgraded CLPA Service"). The Upgraded CLPA Service will have a new Service Term beginning on its Start of Service Date. If the type of Service technology changes when Customer upgrades Existing CLPA Service, Customer must pay Cancellation Charges.

**(e) Customer Provided Access—Cancellation of Connectivity after Start of Service Date.** To cancel CPA, Customer must provide CenturyLink with a written disconnect firm order confirmation ("DFOC") notice from Customer's CPA provider along with notice to cancel the CPA. If Customer fails to provide CenturyLink with the DFOC notice within 30 calendar days after CenturyLink's receipt of the notice to cancel the CPA, or if CenturyLink disconnects CPA for Cause, then CenturyLink may disconnect the CPA or require the CPA provider to do so. Customer will remain liable for charges for the connectivity to CPA (even if Customer cannot use the CPA) until:  
(i) Customer furnishes the required DFOC to CenturyLink; or (ii) either party cancels the associated CPA with the CPA provider.

**6. Grooming.** If CenturyLink plans to groom a circuit on which Service is provided, CenturyLink will provide a grooming notice to Customer. For CPA dedicated facilities grooming, Customer will provide a signed LOA to CenturyLink so that CenturyLink can order the necessary changes. Within 20 calendar days after receipt of that notice, Customer will: (a) notify CenturyLink of its approval, which may not be unreasonably withheld; (b) state its reason for refusing; or (c) request that CenturyLink provide Customer with an LOA so Customer can order the necessary changes. Customer's failure to respond within the 20-day period will constitute approval of the groom. If the groom results in Customer incurring additional NRCs from its local access provider and Customer provides sufficient proof of the local access provider charge, CenturyLink will issue a credit to Customer equal to the local access provider NRC for each groomed circuit. If Customer refuses the groom for On-Net Access, CenturyLink will, upon 20 calendar days' prior written notice, cancel the Service on that circuit and assess a Cancellation Charge. When Customer does not respond to a CPA dedicated facilities grooming notice or refuses a CPA dedicated facilities groom, Customer must either: (a) provide CenturyLink with a LOA/CFA so that CenturyLink can have the local access provider cancel the circuit; or (b) work directly with the local access provider to cancel the circuit. If Customer does neither of these things, CenturyLink will pass through to Customer any costs incurred by CenturyLink from the local access provider as a result of the circuit remaining in place. "CFA" means circuit facility assignment of the CenturyLink facility, as identified by CenturyLink, to which Customer must order a local loop for connection to the CenturyLink Domestic Network.

**7. Definitions.** Capitalized terms not defined in this Service Exhibit are defined in the Agreement.

"CenturyLink Domestic Network" means the CenturyLink network located within the contiguous U.S. states and Hawaii, which is comprised only of physical media, including switches, circuits, and ports that are operated by CenturyLink.

"CPOP" means a CenturyLink-owned physical point of presence that lies directly on the CenturyLink Domestic Network where direct interconnection between the CenturyLink Domestic Network and a local access provider's network is possible.

"Demarcation Point" means: (a) the physical interface between the CenturyLink Domestic Network and Customer's telecommunications equipment or (b) the physical interface between a local access provider connecting the CenturyLink Domestic Network to Customer's telecommunications equipment.

"Leased Access" means local backbone access circuits ordered and leased by CenturyLink from a local access provider chosen by CenturyLink.

"On-Net Access" means local backbone access circuits provided solely on CenturyLink owned and operated facilities.

"Service Address" means the business building where Customer receives the Service.

"Start of Service Date" for each circuit is the date Customer accepts the circuit, following notification by CenturyLink that the local loop is ready. The ready notification will be via phone call or e-mail. Customer has five days from CenturyLink's ready notification in which to inform CenturyLink if the circuit fails to operate error-free. Within the five-day timeframe, if Customer neither informs CenturyLink about errors nor accepts the circuit, the circuit will be considered to have been accepted and the Start of Service Date to have commenced on the fifth day following CenturyLink's ready notification, regardless of whether Customer placed traffic over the circuit. If Customer informs CenturyLink of circuit errors within the five-day timeframe, CenturyLink will promptly take necessary, reasonable action to correct the errors, and upon correction, notify Customer that the circuit is ready.

**CENTURYLINK® LOYAL ADVANTAGE® AGREEMENT  
LOCAL ACCESS SERVICE EXHIBIT**

**PRICING ATTACHMENT**

Except as set forth in this Pricing Attachment, capitalized terms will have the definitions assigned to them in the Agreement or the Local Access Exhibit.

1. Customer will pay the MRCs and Install NRCs for the Local Access Service selected. In addition, Customer will pay all MRCs or NRCs for any ancillary services provided as described in the Local Access Service Exhibit, including without limitation Construction charges.

2. Customer will pay the MRCs and NRCs for Service at the particular Service Address; or NPA/NXX or CLLI if no Service Address is provided, set forth in the table below. The MRCs and NRCs set forth below also apply to existing Service ordered prior to the effective date of this Pricing Attachment for a particular Service with identical attributes (i.e., the NPA/NXX or CLLI, Service Address, type of Local Access, Service term and circuit speed). The rate change for existing Service will become effective at CenturyLink's earliest opportunity, but in no event later than the second full billing cycle following the applicable effective date of this Pricing Attachment. All MRCs and NRCs set forth in the below table apply per circuit and not per Service Address. Any modifications to any attribute of the particular Service (i.e., the NPA/NXX or CLLI, Service Address, type of Local Access, Service term or circuit speed) will render the pricing below void, and Customer will pay the revised rates agreed upon by the parties for the particular Service at the Service Address or NPA/NXX or CLLI, as applicable. The pricing contained in this Pricing Attachment represents pricing for the local access provider and route selected by CenturyLink. Customer requests for a specific local access provider or route may be subject to different pricing.

<b>NPA/NXX/ CLLI</b>	<b>Loop Tracking ID</b>	<b>Service Address</b>	<b>Type of Local Access</b>	<b>Term (in months)</b>	<b>Circuit Speed</b>	<b>Local Access Circuit MRC Per Local Loop</b>	<b>Local Access Circuit NRC per Local Loop</b>
910947	160330262420	306 McNeill St., Carthage, NC 28327	CLPA— Leased (ELA Native Single- CoS Low)	60	100 Mbps	\$650.00	\$0.00

3. Customer may order additional Local Access Services that are not specified above, but each additional Service ordered during the Term must include a valid CenturyLink quote form that specifies the applicable Local Access MRC and NRC per Service. No other discounts or promotions apply. Certain types of Service have separate service or agreement requirements as defined in the Local Access Service Exhibit.

**Agenda Item:** V.H.  
**Meeting Date:** September 6, 2016

**MEMORANDUM TO BOARD OF COMMISSIONERS:**

**FROM:** Chris Butts, Information Technology Director  
**DATE:** August 29, 2016  
**SUBJECT:** Microsoft Enterprise Agreement  
**PRESENTER:** Chris Butts

**REQUEST:**

Approve Microsoft Enterprise Agreement (EA)

**BACKGROUND:**

Moore County has maintained a Microsoft EA for several years because this is the most cost effective way to purchase and maintain Microsoft licensing. Licensing on this EA includes user access to servers, email and anti-virus software. It allows licensing for Windows Server and Microsoft SQL Server. There are no Windows operating system licenses or Microsoft Office product licenses on the EA.

**IMPLEMENTATION PLAN:**

The EA allows the IT Department to receive upgrades and support to servers and software as needed without repurchasing the software every time. The EA also allows IT staff access to training for the new product features.

**FINANCIAL IMPACT STATEMENT:**

The EA is \$49,652.48 per year for a term of 3 years.

**RECOMMENDATION SUMMARY:**

Recommend the Board to make a motion authorizing the Chairman to execute the Microsoft Enterprise Agreement with Microsoft Corporation.

**SUPPORTING ATTACHMENTS:**

Program Signature Form  
Enterprise Enrollment Product Selection Form  
Enterprise Enrollment  
SHI Microsoft Quote

## Program Signature Form

MBA/MBSA number	<input type="text"/>	<input type="text"/>
Agreement number	01E73487	

**Note:** Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Enterprise Enrollment (Indirect)	X20-12057
Product Selection Form	0499818.003_PSF

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
<b>Name of Entity (must be legal entity name)*</b> County of Moore <b>Signature*</b> _____ <b>Printed First and Last Name*</b> <b>Printed Title</b> <b>Signature Date*</b>
<b>Tax ID</b>

*\* indicates required field*

Microsoft Affiliate
<b>Microsoft Corporation</b>
<b>Signature</b> _____ <b>Printed First and Last Name</b> <b>Printed Title</b> <b>Signature Date</b> (date Microsoft Affiliate countersigns)
<b>Agreement Effective Date</b> (may be different than Microsoft's signature date)

**Optional 2<sup>nd</sup> Customer signature or Outsourcer signature (if applicable)**

<b>Customer</b>
<b>Name of Entity (must be legal entity name)*</b>
<b>Signature*</b> _____
<b>Printed First and Last Name*</b>
<b>Printed Title</b>
<b>Signature Date*</b>

*\* indicates required field*

<b>Outsourcer</b>
<b>Name of Entity (must be legal entity name)*</b>
<b>Signature*</b> _____
<b>Printed First and Last Name*</b>
<b>Printed Title</b>
<b>Signature Date*</b>

*\* indicates required field*

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

**Microsoft Corporation**  
Dept. 551, Volume Licensing  
6100 Neil Road, Suite 210  
Reno, Nevada 89511-1137  
USA

**Proposal ID**

0499818.003

**Enrollment Number**

Language: English (United States)

Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:					
Profile	Qualified Devices	Qualified Users	Device / User Ratio	Enterprise Product Platform	CAL Licensing Model
Enterprise	613	613	1.0	No	User Licenses

Products	Enterprise Quantity
<b>Client Access License (CAL)</b>	
Core CAL	
Core CAL	613

Enrolled Affiliate's Product Quantities:				
Price Group	1	2	3	4
<b>Enterprise Products</b>	Office Professional Plus + Office 365 ProPlus + Office 365 (Plans E3, E4 and E5) + Enterprise Cloud Suite USL	Client Access License + Office 365 (Plans E1, E3, E4 and E5) + Enterprise Cloud Suite USL	Client Access License + Windows Intune + EMS USL + Enterprise Cloud Suite USL	Win E3 + Win E5 + Win VDA + Enterprise Cloud Suite USL
<b>Quantity</b>	0	613	613	0

Enrolled Affiliate's Price Level:	
Product Offering / Pool	Price Level
<b>Enterprise Products and Enterprise Online Services USLs:</b> Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4.	D
<b>Additional Product Application Pool:</b> Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1.	D
<b>Additional Product Server Pool:</b> Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.	D
<b>Additional Product Systems Pool:</b> Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.	D

NOTES
Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below:

Quantity of Licenses and Software Assurance	Price Level
2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D
<b>Note 1:</b> Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.	
<b>Note 2:</b> Unless otherwise indicated in associated Agreement documents, the CAL selection must be the same across the Enterprise for each Profile.	
<b>Note 3:</b> If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.	

## Enterprise Enrollment

## State and Local

Enterprise Enrollment number <i>(Microsoft to complete)</i>	77117271	Framework ID <i>(if applicable)</i>	
Previous Enrollment number <i>(Reseller to complete)</i>	7031341		

**This Enrollment must be attached to a signature form to be valid.**

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) any supplemental contact information form or Previous Agreement/Enrollment form that may be required, (5) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this Agreement control.

**Effective date.** If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date each year this Enrollment is in effect.

**Term.** The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. If the Enrollment is renewed, the renewal term will expire 36 full calendar months after the effective date of the renewal term. Any reference in this Enrollment to "day" will be a calendar day.

## ***Terms and Conditions***

### ***1. Definitions.***

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

"Additional Product" means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

"Community" means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer's regulatory requirements.

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally-recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

## **2. Order requirements.**

- a. Minimum Order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.
  - (i) Enterprise Commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).
  - (ii) Enterprise Online Services only.** If no Enterprise Product is ordered, , then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.
- b. Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products and Services.
- c. Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.
- d. Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- f. Adding Products.**
  - (i) Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order

is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

- (ii) Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.
- g. True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.

  - (i) Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.
  - (ii) Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.
  - (iii) Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may reserve the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses in excess of existing orders to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retroactively to the month in which they were reserved.
  - (iv) Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:

    - 1)** For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.
    - 2)** For Enterprise Online Services that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as the initial order minimum requirements are maintained.
    - 3)** For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.

Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.
  - (v) Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative.
  - (vi) True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date,

and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

- (vii) Late true-up order.** If the true-up order or update statement is not received when due:
- 1) Microsoft will invoice Reseller for all Reserved Licenses not previously ordered and
  - 2) Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).
- h. Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:
- (i)** For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.
  - (ii)** If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.
- i. Clerical errors.** Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.
- j. Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

### **3. Pricing.**

- a. Price Levels.** For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.
- b. Setting Prices.** Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service will be fixed throughout the applicable initial or renewal Enrollment term. Price levels and Microsoft's prices to Resellers are reestablished at the beginning of the renewal term. However, if Enrolled Affiliate qualifies for a different price level during the applicable initial or renewal term, Microsoft may at its discretion establish a new price level for future new orders either upon Enrolled Affiliate's request or on its own initiative. Any changes will be based upon price level rules in the Product Selection Form.

### **4. Payment terms.**

For the initial or renewal order, Enrolled Affiliate may pay upfront or elect to spread its payments over the applicable Enrollment term. If an upfront payment is elected, Microsoft will invoice Enrolled Affiliate's Reseller in full upon acceptance of this Enrollment. If spread payments are elected, unless indicated otherwise, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and on each Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

## 5. **End of Enrollment term and termination.**

- a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.
- b. **Renewal Option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing the Enrollment for one additional 36 full calendar month term or signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. The renewal term will start on the day following the Expiration Date. Microsoft will not unreasonably reject any renewal. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.
- c. **If Enrolled Affiliate elects not to renew.**
  - (i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.
  - (ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.
    - 1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month ("Extended Term") is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price for Enrolled Affiliate's price level as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate does want an Extended Term, Reseller must submit a request to Microsoft. Microsoft must receive the request not less than 30 days prior to the Expiration Date.
    - 2) **Cancellation during Extended Term.** If Enrolled Affiliate has opted for the Extended Term and later determines not to continue with the Extended Term, Reseller must submit a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received the notice.
  - (iii) **Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.
- d. **Termination for cause.** Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.
- e. **Early termination.** Any Early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

## 6. **Government Community Cloud.**

- a. **Community requirements.** If Enrolled Affiliate purchases Government Community

Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.

- b.** All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.
- c.** Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
- d. Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
  - (i)** Government Community Cloud Services will be offered only within the United States.
  - (ii)** Additional European Terms, as set forth in the Use Rights, will not apply.
  - (iii)** References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

## **Enrollment Details**

### **1. Enrolled Affiliate's Enterprise.**

- a. Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:
- Enrolled Affiliate only
  - Enrolled Affiliate and all Affiliates
  - Enrolled Affiliate and the following Affiliate(s) (Only identify specific affiliates to be included if fewer than all Affiliates are to be included in the Enterprise):
  
  - Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:
- b. Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: Exclude future Affiliates

### **2. Contact information.**

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (\*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

**Name of entity (must be legal entity name)\*** County of Moore

**Contact name\* First** Alan **Last** Lawton

**Contact email address\*** alawton@moorecountync.gov

**Street address\*** 206 S Ray St

**City\*** Carthage

**State/Province\*** NC

**Postal code\*** 28327-

(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)

**Country\*** United States

**Phone\*** 910-947-7100

**Tax ID**

*\* indicates required fields*

- b. **Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized for applicable Online Services to add or reassign Licenses and step-up prior to a true-up order.

Same as primary contact (default if no information is provided below, even if the box is not checked).

**Contact name\* First** Chris **Last** Butts

**Contact email address\*** cbutts@moorecountync.gov

**Street address\*** 206 S Ray St

**City\*** Carthage

**State/Province\*** NC

**Postal code\*** 28327 -

(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)

**Country\*** United States

**Phone\*** 910-947-7100

**Language preference.** Choose the language for notices. English

This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.

*\* indicates required fields*

- c. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

**Contact name\*:** **First** Alan **Last** Lawton

**Contact email address\*** alawton@moorecountync.gov

**Phone\*** 910-947-7100

This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.

*\* indicates required fields*

- d. **Reseller information.** Reseller contact for this Enrollment is:

**Reseller company name\*** SHI International Corp.

**Street address (PO boxes will not be accepted)\*** 290 Davidson Ave

**City\*** Somerset

**State/Province\*** NJ

**Postal code\*** 08873

**Country\*** United States

**Contact name\*** Pierre James

**Phone\*** 888-764-8888

**Contact email address\*** msteam@shi.com

*\* indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

**Signature\*** \_\_\_\_\_

**Printed name\***

**Printed title\***

**Date\***

*\* indicates required fields*

**Changing a Reseller.** If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft

and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

- e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*
  - (i) Additional notices contact
  - (ii) Software Assurance manager
  - (iii) Subscriptions manager
  - (iv) Customer Support Manager (CSM) contact

### **3. *Financing elections.***

Is a purchase under this Enrollment being financed through MS Financing?  Yes,  No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.



Pricing Proposal  
Quotation #: 11062232  
Created On: Feb-16-2016  
Valid Until: Aug-30-2016

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## County of Moore NC

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## Inside Account Executive

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### Chris Butts

Phone: (910) 947-6306 Ext.7100  
Fax:  
Email: cbutts@moorecountync.gov

### Lou Malvasi

33 Knightsbridge Road  
Piscataway, NJ 08854  
Phone: 732-652-0324  
Fax: 732-564-8224  
Email: Lou\_Malvasi@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Microsoft Core CAL - Software assurance - 1 user CAL - Enterprise, Select, Select Plus - All Languages Microsoft - Part#: W06-00446	613	\$46.86	\$28,725.18
2 Microsoft Exchange Server Enterprise Edition - Software assurance - 1 server - Enterprise, Select, Select Plus - All Languages Microsoft - Part#: 395-02504	1	\$674.35	\$674.35
3 Microsoft SQL Server Standard Core Edition - Software assurance - 2 cores - academic - Select, Select Plus - Win - All Languages Microsoft - Part#: 7NQ-00292	20	\$609.47	\$12,189.40
4 Microsoft System Center Standard Edition - Software assurance - 2 processors - Select, Select Plus - Win - All Languages Microsoft - Part#: T9L-00223	1	\$149.94	\$149.94
5 Microsoft Visio Professional - Software assurance - 1 user - academic - Enterprise, Select, Select Plus - Win - All Languages Microsoft - Part#: D87-01159	3	\$94.99	\$284.97
6 Microsoft Windows Server Datacenter Edition - Software assurance - 2 processors - Select, Select Plus - All Languages Microsoft - Part#: P71-07282	6	\$1,046.53	\$6,279.18
7 Microsoft Windows Server Standard Edition - Software assurance - 2 processors - Enterprise, Select, Select Plus - All Languages Microsoft - Part#: P73-05898	9	\$149.94	\$1,349.46
		Total	\$49,652.48

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The Products offered under this proposal are subject to the SHI Return Policy posted at [www.shi.com/returnpolicy](http://www.shi.com/returnpolicy), unless there is an existing agreement between SHI and the Customer.

**Agenda Item:** V. I .  
**Meeting Date:** September 6, 2016

**MEMORANDUM TO BOARD OF COMMISSIONERS:**

**FROM:** Chris Butts, Information Technology Director  
**DATE:** August 12, 2016  
**SUBJECT:** MOU Between County of Moore's GIS and Public Works  
**PRESENTER:** Chris Butts

**REQUEST:** Approve memorandum of understanding (MOU) between IT Department's GIS Division & Public Works Department

**BACKGROUND:**

Moore County GIS provides services and projects specifically for Moore County Public works consistently throughout the year. Moore County Public Works has agreed to pay GIS \$50,000 a year for the next 3 years for these services and projects. This MOU is a continuation of prior agreements.

**IMPLEMENTATION PLAN:**

GIS will keep providing the continuation of services through June 30, 2019.

**FINANCIAL IMPACT STATEMENT:**

\$50,000/year for next 3 years as an expense to Public Works Enterprise Fund and revenue to the General Fund.

**RECOMMENDATION SUMMARY:**

Recommend the Board to approve the MOU between the IT Department's GIS Division & Public Works Department

**SUPPORTING ATTACHMENTS:**

MOU between GIS Division and Public Works

**MEMORANDUM OF UNDERSTANDING**  
**Between**

**COUNTY OF MOORE on behalf of the DEPARTMENT OF GEOGRAPHIC INFORMATION SYSTEMS**  
**and**  
**COUNTY OF MOORE on behalf of the DEPARTMENT OF PUBLIC WORKS**

The Moore County Department of Geographic Information Systems (hereinafter "GIS") and the Moore County Department of Public Works (hereinafter "Public Works") wish to enter into an Agreement under which GIS will complete several projects for the benefit of Utilities and the County of Moore. The projects include:

- GIS will support storing and managing water and sewer utility data. This includes database development and automating processes that will enhance document management, i.e., picture, video, notes, pdf documents. GIS will also continue any maintenance of existing processes concerning document management. GIS will support data access for field crews and management which allows for improved asset management.
- GIS will support data collection, GPS usage, data management and project development on an as needed basis.
- Any GPS or GPS-related items may be purchased from Public Utilities Enterprise Fund and be assigned to the GIS Department for fulfillment of this Agreement.
- GIS will continue to create and maintain hydraulic water and sewer models. GIS staff will provide results from these models on an as needed basis.
- GIS will continue to be the lead project manager with Mobile 311 work order application.

Public Works will reimburse GIS for the required staff time to accomplish the above listed projects at an hourly rate of \$50.00 per hour in an amount not to exceed \$50,000.00 per year.

This Agreement shall begin the 1<sup>st</sup> day of July, 2016, and end of the last day of June, 2019, unless terminated upon thirty (30) days written notice by either party.

GIS DEPARTMENT

  
\_\_\_\_\_

Rachel Patterson, GIS Manager

Date: 7/7/2016

PUBLIC WORKS DEPARTMENT

  
\_\_\_\_\_

Randy Gould, Public Works Director

Date: 7/5/16

This Memorandum of Agreement has been reviewed and approved.

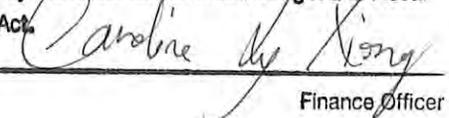
MOORE COUNTY

\_\_\_\_\_  
Wayne Vest, County Manager

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

Certificate of Finance Officer

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

  
\_\_\_\_\_  
Finance Officer

**Agenda Item:** V.J.  
**Meeting Date:** 9/6/16

**MEMORANDUM TO BOARD OF COMMISSIONERS:**

**FROM:** Terri Prots, Aging Director  
**DATE:** August 29, 2016  
**SUBJECT:** Home and Community Care Block Grant Contract  
**PRESENTER:** Terri Prots, Aging Director

**REQUEST:**

Approve contract for Home and Community Care Block Grant in the amount of \$703,604 for FY 17.

**BACKGROUND:**

The Home and Community Care Block Grant is the primary funding source for the following Aging services: In Home Aide program, Nutrition programs, Transportation, and Senior Center Operations. The grant funds for FY 17 require a local match of \$78,178 which is already included in the Aging budget. These are Federal and State funds authorized by the Older Americans Act.

Moore County Board of Commissioners approved the Home and Community Care Block Grant's County Funding Plan for FY 17 on June 21, 2016, when presented by Administrative Assistant II Emily Tostado. Those documents detail how the Block Grant will be allocated to each service.

**IMPLEMENTATION PLAN:**

Grant funds were available July 1, 2016, and have been utilized since.

**FINANCIAL IMPACT STATEMENT:**

The local match is included in the Aging budget.

**RECOMMENDATION SUMMARY:**

Make a motion to approve the contract for the FY 17 Home and Community Care Block Grant in the amount of \$703,604.

**SUPPORTING ATTACHMENTS:**

Three contract originals provided by the Triangle J Area Agency on Aging.

**July 1, 2016 through June 30, 2017**

**Home and Community Care Block Grant for Older Adults**

**Agreement for the Provision of County-Based Aging Services**

This Agreement, entered into as of this first day of July, 2016, by and between the County of Moore (hereinafter referred to as the "County") and the Triangle J Area Agency on Aging, (hereinafter referred to as the "Area Agency").

Witnesseth That:

WHEREAS, the Area Agency and the County agree to the terms and conditions for provision of aging services in connection with activities financed in part by Older Americans Act grant funds, provided to the Area Agency from the United States Department of Health and Human Services through the North Carolina Division of Aging and Adult Services (DAAS) and state appropriations made available to the Area Agency through the North Carolina Division of Aging and Adult Services, as set forth in a) this document, b) the County Funding Plan, as reviewed by the Area Agency and the Division of Aging and Adult Services, c) the Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Service Providers, d) the Division of Aging and Adult Services Service Standards Manual, Volumes I through IV, and, e) the Division of Aging and Adult Services Community Service Providers Monitoring Guidelines.

NOW THEREFORE, in consideration of these premises, and mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. As provided in the Area Plan, community service providers specified by the County to encourage maximum collocation and coordination of services for older persons are as follows:  
  
Senior Enrichment Center of Moore County
- 1(a) The Community Service Provider(s), shall be those specified in the County Funding Plan on the Provider Services Summary format(s) (DAAS-732) for the period ending June 30 for the year stated above.
2. Availability of Funds. The terms set forth in this Agreement for payment are contingent upon the receipt of Home and Community Care Block Grant funding by the Area Agency.

3. Grant Administration. The grant administrator for the Area Agency shall be Mary K. Warren, Area Agency on Aging Director (title). The grant administrator for the County shall be Terri H. Prots, Director, Dept. of Aging (title).

It is understood and agreed that the grant administrator for the County shall represent the County in the performance of this Agreement. The County shall notify the Area Agency in writing if the administrator changes during the grant period. Specific responsibilities of the grant administrator for the County are provided in paragraph seven (7) of this Agreement.

4. Services authorized through the County Funding Plan, as specified on the Provider Services Summary format(s) (DAAS-732) are to commence no later than July 1 of the state fiscal year and shall be undertaken and pursued in such sequence as to assure their expeditious completion. All services required hereunder shall be completed on or before the end of the Agreement period, June 30 of the state fiscal year.
5. Assignability and Contracting. The County shall not assign all or any portion of its interest in this Agreement. Any purchase of services with Home and Community Care Block Grant for Older Adults funding shall be carried out in accordance with the procurement and contracting policy of the community services provider or, where applicable, the Area Agency, which does not conflict with procurement and contracting requirements contained in 45 CFR Part 75, Subpart D-Post Federal Award Requirements, Procurement Standards. Federal funds shall not be awarded to any subrecipients who have been suspended or debarred by the Federal government. In addition, Federal funds may not be used to purchase goods or services costing over \$100,000 from a vendor that has been suspended or debarred from Federal grant programs.
6. Compensation and Payments to the County. The County shall be compensated for the work and services actually performed under this Agreement by payments to be made monthly by the Area Agency. Total reimbursement to the community service providers under this Agreement may not exceed the grand total of Block Grant funding, as specified on the Provider Services Summary format (DAAS-732).

(a) Interim Payments to the County

Upon receipt of a written request from the County, the Division of Aging and Adult Services, through the Area Agency, will provide the County Finance Officer with an interim payment equivalent to seventy percent (70%) of one-twelfth (1/12) of the County's Home and Community Care Block Grant allocation by the 22nd of each month.

(b) Reimbursement of Service Costs

Reimbursement of service costs are carried out as provided in Section 3 of the N.C. Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Service Providers, revised February 17, 1997.

c) Role of the County Finance Director

The County Finance Director shall be responsible for disbursing Home and Community Care Block Grant Funding to Community Service Providers in accordance with procedures specified in the N.C. Division of Aging and Adult Services Home and Community Care Block Grant Manual for Community Service Providers, revised February 17, 1997.

(d) Payment of Administration on Aging Nutrition Services Incentive Program (NSIP) Subsidy

NSIP subsidy for congregate and home delivered meals will be disbursed by the Division of Aging and Adult Services through the Area Agency to the County on a monthly basis, subject to the availability of funds as specified in Section 3 of the N.C. Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Services Providers, revised February 17, 1997.

If through the US Department of Agriculture Area Agency on Aging Elections Project, the County elects to receive a portion of its USDA entitlement in the form of surplus commodity foods in lieu of cash, the Area Agency will notify the County in writing of its community valuation upon notification from the Division of Aging and Adult Services. The delivery of commodity and bonus foods is subject to availability. The County will not receive cash entitlement in lieu of commodities that are unavailable or undelivered during the Agreement period.

7. Reallocation of Funds and Budget Revisions. Any reallocation of Block Grant funding between counties shall be voluntary on the part of the County and shall be effective only for the period of the Agreement. The reallocation of Block Grant funds between counties will not affect the allocation of future funding to the County. If during the performance period of the Agreement, the Area Agency determines that a portion of the Block Grant will not be expended, the grant administrator for the County shall be notified in writing by the Area Agency and given the opportunity to make funds available for reallocation to other counties in the Planning and Service Area or elsewhere in the state.

The County may authorize community service providers to implement budget revisions which do not cause the County to fall below minimum budgeting requirements for access, in-home, congregate, and home delivered meals services, as specified in Division of Aging and Adult Services budget instructions issued to the County. If a budget revision will cause the County to

fall below minimum budgeting requirements for any of the aforementioned services, as specified in Division of Aging and Adult Services budgeting instructions issued to the County, the grants administrator for the County shall obtain written approval for the revision from the Area Agency prior to implementation by the community service provider, so as to assure that regional minimum budgeting requirements for the aforementioned services will be met.

Unless community services providers have been given the capacity to enter data into the Aging Resources Management System (ARMS), Area Agencies on Aging are responsible for entering amended service data into the Division of Aging and Adult Services Management Information System, as specified in the N.C. Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Service Providers, revised February 17, 1997.

8. Monitoring. This Agreement will be monitored to assure that services are being provided as stated in the Division of Aging and Adult Service Monitoring Policies and Procedures at <http://www.ncdhhs.gov/aging/monitor/mpolicy.htm> .

The monitoring of services provided under this Agreement shall be carried out by the Area Agency on Aging in accordance with its Assessment Plan and as specified in Administrative Letter 12-08. As of July 1, 2012, DAAS Program Compliance Representatives (PCRs) are no longer monitoring HCCBG services provided through county departments of social services.

Counties and community service providers will receive a written report of monitoring findings in accordance with procedures established in Section 308 of the AAA Policies and Procedures Manual (<http://www.ncdhhs.gov/aging/monitor/mpolicy.htm>). Any areas of non-compliance will be addressed in a written corrective action plan with the community service provider.

9. Disputes and Appeals. Any dispute concerning a question of fact arising under this Agreement shall be identified to the designated grants administrator for the Area Agency. In accordance with Lead Regional Organization (LRO) policy, a written decision shall be promptly furnished to the designated grants administrator for the County.

The decision of the LRO is final unless within twenty (20) days of receipt of such decision the Chairman of the Board of Commissioners furnishes a written request for appeal to the Director of the North Carolina Division of Aging and Adult Services, with a copy sent to the Area Agency. The request for appeal shall state the exact nature of the complaint. The Division of Aging and Adult Services will inform the Chairman of the Board of Commissioners of its appeal procedures and will inform the Area Agency that an appeal has been filed. Procedures thereafter will be determined by the appeals process of the Division of Aging and Adult Services. The state agency address is as follows:

Director  
North Carolina Division of Aging and Adult Services  
2101 Mail Service Center  
693 Palmer Drive  
Raleigh, North Carolina 27699-2101

10. Termination for Cause. If through any cause, the County shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or the County has or shall violate any of the covenants, agreements, representations or stipulations of this Agreement, the Area Agency shall have the right to terminate this Agreement by giving the Chairman of the Board of Commissioners written notice of such termination no fewer than fifteen (15) days prior to the effective date of termination. In such event, all finished documents and other materials collected or produced under this Agreement shall at the option of the Area Agency, become its property. The County shall be entitled to receive just and equitable compensation for any work satisfactorily performed under this Agreement.
11. Audit. The County agrees to have an annual independent audit in accordance with North Carolina General Statutes, North Carolina Local Government Commission requirements, Division of Aging and Adult Services Program Audit Guide for Aging Services and Federal Office of Budget and Management (OMB) Uniform Guidance 2 CFR Part 200.

Community service providers, as specified in paragraph one (1), who are not units of local government or otherwise subject to the audit and other reporting requirements of the Local Government Commission are subject to audit and fiscal reporting requirements, as stated in NC General Statute 143C-6-22 and 23 and OMB Uniform Guidance CFR 2 Part 200, where applicable. Applicable community service providers must send a copy of their year-end financial statements, and any required audit, to the Area Agency on Aging. Home and Community Care Block Grant providers are not required to submit Activities and Accomplishments Reports. For-profit corporations are not subject to the requirements of OMB Uniform Guidance 2 CFR Part 200, but are subject to NC General Statute 143C-6-22 and 23 and Yellow Book audit requirements, where applicable. **Federal funds** may not be used to pay for a **Single or Yellow Book audit** unless it is a federal requirement. **State funds** will not be used to pay for a **Single or Yellow Book audit** if the provider receives less than \$500,000 in state funds. The Department of Health and Human Services will provide confirmation of federal and state expenditures at the close of the state fiscal year. Information on audit and fiscal reporting requirements can be found at <https://www.ncgrants.gov/NCGrants/PublicReportsRegulations.jsp>

The following provides a summary of reporting requirements under NCGS 143C-6-22 and 23 and OMB Uniform Guidance 2 CFR Part 200 based upon funding received and expended during the service provider's fiscal year.

<u>Annual Expenditures</u>	<u>Report Required to AAA</u>	<u>Allowable Cost for Reporting</u>
<ul style="list-style-type: none"> <li>Less than \$25,000 in State or Federal funds</li> </ul>	Certification form and State Grants Compliance Reporting <\$25,000 (item # 11, Activities and Accomplishments does <u>not</u> have to be completed) OR Audited Financial Statements in Compliance with GAO/GAS (i.e. Yellow Book)	N/A
<ul style="list-style-type: none"> <li>Greater than \$25,000 and less than \$500,000 in State Funds or \$750,000 in Federal Funds</li> </ul>	Certification form and Schedule of Grantee Receipts >\$25,000 and Schedule of Receipts and Expenditures OR Audited Financial Statements in Compliance with GAO/GAS (i.e. Yellow Book)	N/A
<ul style="list-style-type: none"> <li>\$500,000 + in State funds but Federal pass through in an amount less than \$750,000</li> </ul>	Audited Financial Statement in compliance with GAO/GAS (i.e. Yellow Book)	May use State funds, but <u>not</u> Federal Funds
<ul style="list-style-type: none"> <li>\$500,000+ in State funds <u>and</u> \$750,000+ in Federal pass through funds</li> </ul>	Audited Financial Statement in compliance with OMB Uniform Guidance 2 CFR Part 200 (i.e. Single Audit)	May use State and Federal funds
<ul style="list-style-type: none"> <li>Less than \$500,000 in State funds <u>and</u> \$750,000+ in Federal pass through funds</li> </ul>	Audited Financial Statement in compliance with OMB Uniform Guidance 2 CFR Part (i.e. Single Audit)	May use Federal funds, but <u>not</u> State funds.

12. Audit/Assessment Resolutions and Disallowed Cost. It is further understood that the community service providers are responsible to the Area Agency for clarifying any audit exceptions that may arise from any Area Agency assessment, county or community service

provider single or financial audit, or audits conducted by the State or Federal Governments. In the event that the Area Agency or the Department of Health and Human Services disallows any expenditure made by the community service provider for any reason, the County shall promptly repay such funds to the Area Agency once any final appeal is exhausted in accordance with paragraph nine (9). The only exceptions are if the Area Agency on Aging is designated as a community service provider through the County Funding Plan or, if as a part of a procurement process, the Area Agency on Aging enters into a contractual agreement for service provision with a provider which is in addition to the required County Funding Plan formats. In these exceptions, the Area Agency is responsible for any disallowed costs. The County or Area Agency on Aging can recoup any required payback from the community service provider in the event that payback is due to a community service provider's failure to meet OMB Uniform Guidance CFR 2 Part 200, 45 CFR Part 1321 or state eligibility requirements as specified in policy.

13. Indemnity. The County agrees to indemnify and save harmless the Area Agency, its agents, and employees from and against any and all loss, cost, damages, expenses, and liability arising out of performance under this Agreement to the extent of errors or omissions of the County.
14. Equal Employment Opportunity and Americans With Disabilities Act Compliance. Both the County and community service providers, as identified in paragraph one (1), shall comply with all federal and state laws relating to equal employment opportunity and accommodation for disability.
15. Data to be Furnished to the County. All information which is existing, readily available to the Area Agency without cost and reasonably necessary, as determined by the Area Agency's staff, for the performance of this Agreement by the County shall be furnished to the County and community service providers without charge by the Area Agency. The Area Agency, its agents and employees, shall fully cooperate, with the County in the performance of the County's duties under this Agreement.
16. Rights in Documents, Materials and Data Produced. The County and community service providers agree that at the discretion of the Area Agency, all reports and other data prepared by or for it under the terms of this Agreement shall be delivered to, become and remain, the property of the Area Agency upon termination or completion of the work. Both the Area Agency and the County shall have the right to use same without restriction or limitation and without compensation to the other. For the purposes of this Agreement, "data" includes writings, sound recordings, or other graphic representations, and works of similar nature. No reports or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the County.

17. Interest of the Board of Commissioners. The Board of Commissioners covenants that neither the Board of Commissioners nor its agents or employees presently has an interest, nor shall acquire an interest, direct or indirect, which conflicts in any manner or degree with the performance of its service hereunder, or which would prevent, or tend to prevent, the satisfactory performance of the service hereunder in an impartial and unbiased manner.
18. Interest of Members of the Area Agency, Lead Regional Organization, and Others. No officer, member or employee of the Area Agency or Lead Regional Organization, and no public official of any local government which is affected in any way by the Project, who exercises any function or responsibilities in the review or approval of the Project or any component part thereof, shall participate in any decisions relating to this Agreement which affects his personal interest or the interest of any corporation, partnership or association in which he is, directly or indirectly, interested; nor shall any such persons have any interest, direct or indirect, in this Agreement or the proceeds arising there from.
19. Officials not to Benefit. No member of or delegate to the Congress of the United States of America, resident Commissioner or employee of the United States Government, shall be entitled to any share or part of this Agreement or any benefits to arise here from.
20. Prohibition Against Use of Funds to Influence Legislation. No part of any funds under this Agreement shall be used to pay the salary or expenses of any employee or agent acting on behalf of the County to engage in any activity designed to influence legislation or appropriations pending before Congress.
21. Confidentiality and Security. Any client information received in connection with the performance of any function of a community service provider or its subcontractors under this Agreement shall be kept confidential. The community service provider acknowledges that in receiving, storing, processing, or otherwise handling any confidential information, the agency and any subcontractors will safeguard and not further disclose the information except as provided in this Agreement and accompanying documents.
22. Record Retention and Disposition. All state and local government agencies, nongovernmental entities, and their subrecipients, including applicable vendors, that administer programs funded by federal sources passed through the NC DHHS and its divisions and offices are expected to maintain compliance with the NC DHHS record retention and disposition schedule and any agency-specific program schedules developed jointly with the NC Department of Cultural Resources, Division of Archives and Records. Retention requirements apply to the community service providers funded under this Agreement to provide Home and Community Care Block Grant services. Information on retention requirements is posted at <http://www.ncdhhs.gov/control/retention/retention.htm> and updated semi-annually by the NC DHHS Controller's Office. By funding source and state fiscal year, this schedule lists the earliest date that grant records in any format may be destroyed. The Division of Archives and

Records provides information about destroying confidential data and authorized methods of record destruction (paper and electronic) at <http://archives.ncdcr.gov/For-Government/Retention-Schedules/Authorized-Destruction>.

The NC DHHS record retention schedule is based on federal and state regulations and pertains to the retention of all financial and programmatic records, supporting documents, statistical records, and all other records supporting the expenditure of a federal grant award. Records legally required for ongoing official proceedings, such as outstanding litigation, claims, audits, or other official actions, must be maintained for the duration of that action, notwithstanding the instructions of the NC DHHS record retention and disposition schedule.

In addition to record retention requirements for records in any format, the long-term and/or permanent preservation of electronic records require additional commitment and active management by agencies. The community service provider will comply with all policies, standards, and best practices published by the Division of Aging and Adult Services regarding the creation and management of electronic records.

23. Applicable Law. This Agreement is executed and is to be performed in the State of North Carolina, and all questions of interpretation and construction shall be construed by the laws of such State.

In witness whereof, the Area Agency and the County have executed this Agreement as of the day first written above.

Moore County

Attest:

\_\_\_\_\_  
By: \_\_\_\_\_  
Chairman, Board of Commissioners

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

Area Agency

Caroline G. Xiong  
Finance Officer

Attest:

Mary W. W. W.  
Area Agency Director

By: \_\_\_\_\_  
Executive Director,  
Lead Regional Organization

Provision for payment of the monies to fall due under this Agreement within the current fiscal year have been made by appropriation duly authorized as required by the Local Government Budget and Fiscal Control Act.

BY: Judy Heller  
FINANCE OFFICER, Lead Regional Organization

NAME AND ADDRESS  
 COMMUNITY SERVICE PROVIDER  
 Moore County Dept. of Aging  
 P.O. Box 487  
 Carthage, NC 28326

Home and Community Care Block Grant for Older Adults

County Funding Plan

Provider Services Summary

DAAS-732 (Rev. 2/16)  
 County Moore  
 July 1, 2016 through June 30, 2017  
 REVISION # , DATE: 6/2/16

Services	Ser. Delivery		A				B	C	D	E	F	G	H	I
	(Check One)		Block Grant Funding				Required	Net*	NSIP	Total	Projected	Projected	Projected	Projected
	Direct	Purch.	Access	In-Home	Other	Total	Local Match	Serv Cost	Subsidy	Funding	HCCBG Units	Reimburse Rate	HCCBG Clients	Total Units
Med. Trans.		x	79780			//////////	8864	88644		88644	3449	25.7014	120	3931
Gen. Trans.		x	109731			//////////	12192	121923		121923	5340	22.832	50	6675
In Home I (041)	x			163740		//////////	18193	181933		181933	4397	41.3766	100	5600
In Home II (042)	x			191744		//////////	21305	213049		213049	4892	43.5505	60	6200
HDM	x				63628	//////////	7070	70698	12669.75	83367.75	15096	4.6832	120	16893
Congregate	x				80781	//////////	8976	89757	7350	97107	8388	10.7006	85	9800
Senior Center Ops.					14200	//////////	1578	15778		15778	100		100	100
						//////////	0	0		0				
						//////////	0	0		0				
Total	////////	////////	189511	355484	158609	703604	78178	781782	20019.75	801801.75	41662.12383	//////////	635	49199

\*Adult Day Care & Adult Day Health Care Net Service Cost

	ADC	ADHC
Daily Care		
Transportation		
Administrative		
Net Ser. Cost Total		

Certification of required minimum local match availability.  
 Required local match will be expended simultaneously  
 with Block Grant Funding.

*Caroline Kay King* 6/16/16  
 Signature, County Finance Officer Date

*Quint Proctor* Director 6-9-16  
 Authorized Signature, Title Date  
 Community Service Provider  
*[Signature]* 6/2/16  
 Signature, Chairman, Board of Commissioners Date

**MEMORANDUM TO BOARD OF COMMISSIONERS:**

**FROM:** Caroline Ly Xiong, Chief Finance Officer

**DATE:** August 29, 2016

**SUBJECT:** One-Time Funds Augmentation for RSVP FY2016

**PRESENTERS:** Caroline Ly Xiong

**REQUEST:**

The Board to accept the award of a one-time augmentation of \$3,500 in federal funds for RSVP Grant FY2016.

**BACKGROUND:**

CNCS (Corporation for National & Community Service) has notified that the County of Moore is eligible for a \$3,500 augmentation for the RSVP grant FY2016 for grant #15SRSNC002. The additional funding is primarily to support RSVP grantees with training and technical assistance. The required local contribution in Year 1 of the grant is at least 10 percent of the total project budget. The required portion is at least 20 percent in year 2, and at least 30 percent in Year 3 and subsequent years, if the grant is renewed beyond three years. The non-federal share can be cash or in-kind matching funds.

**IMPLEMENTATION PLAN:**

After the acceptance of the grant and final approval from CNCS, staff will proceed with the budget amendment of \$3,500.

**FINANCIAL IMPACT STATEMENT:**

No additional local match is required because RSVP always exceeds its required local match.

**RECOMMENDATION SUMMARY:**

Make a motion to accept the award of a one-time augmentation of \$3,500 in federal funds for RSVP Grant FY2016.

**SUPPORTING ATTACHMENTS:**

Agenda Item: V . L .  
Meeting Date: September 6, 2016

**MEMORANDUM TO BOARD OF COMMISSIONERS:**

**FROM: Tami Golden, Internal Auditor**

**DATE: September 6, 2016**

**SUBJECT: Resolution Authorizing the Upset Bid Process for “BLK M 13 Lot 22”**

**REQUEST:**

Adopt a resolution accepting the negotiated offer of \$1,372.45 for certain real property known as “BLK M 13, Lot 22” and authorizing the upset bid process.

**BACKGROUND:**

On December 6, 2011, certain real property known as “BLK M 13 Lot 22,” LRK#00037447, which is located on W. Massachusetts Avenue, Southern Pines, was sold at public auction as the result of a tax foreclosure. The County acquired the property for \$1,372.45, which was the amount of the taxes owed on the property, fees related to the foreclosure, and other related costs paid or incurred by the County of Moore prior to the public auction. Since that time, the County has not used the property and has no intention of using the property.

On August 9, 2016, an offer to purchase “BLK M 13 Lot 22” was received from Mr. William Ernest Person, Sr., the previous owner of the property before the County of Moore acquired the property. The offer was in the amount of \$1,372.45.

**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. The County Board of Commissioners must approve the final high offer before the sale is closed, which it will do within 30 days after the final upset bid period has passed. Closing on the sale of the property will occur within 30 days of approval of the final high offer.

**FINANCIAL IMPACT STATEMENT:**

Selling the property will recover the unpaid taxes and costs related to the foreclosure and acquisition of the property. In addition, selling the property will generate additional property tax revenue for the County.

**RECOMMENDATION SUMMARY:**

Make a motion to adopt the attached resolution acknowledging receipt of the offer of \$1,372.45 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 M 13 Lot 22”
2. Map of Property
3. Public Notice

**RESOLUTION AUTHORIZING THE UPSET BID PROCESS  
FOR “BLK M 13 Lot 22”**

WHEREAS, the County of Moore owns certain real property located on W. Massachusetts Avenue in Southern Pines, Moore County, North Carolina, being known and more particularly described as “BLK M 13 Lot 22,” LRK#00037447; and

WHEREAS, the property was subject to a tax foreclosure and sold at public auction on December 6, 2011; and

WHEREAS, the County of Moore acquired the property for \$1,372.45, which was the sum of the amount of taxes owed on the property, fees related to the foreclosure, and other related costs paid or incurred by the County of Moore prior to the public auction; 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. William Ernest Person Sr., in the amount of \$1,372.45 for the property described above; and

WHEREAS, Mr. Person 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. Persons wishing to upset the offer that has been received shall submit a sealed bid with their offer to the office of Clerk to the Board within 10 days after the notice of sale is published. At the conclusion of the 10-day period, the Clerk to the Board shall open the bids, if any, and the highest such 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. 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. At that time, the amount of the final high bid shall be reported to the Board of Commissioners; 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; 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
  - The County must approve the final high bid before the sale is closed; and
  - Closing will occur within 30 days of approval of the final bid at the Office of the Moore County Attorney; 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. If no qualifying upset bid is received after the initial public notice, the offer set forth above is hereby accepted. The appropriate county officials are authorized to execute the instruments necessary to convey the property to Mr. William Ernest Person, Sr.

ADOPTED this 6th day of September, 2016 by the Moore County Board of Commissioners.

COUNTY OF MOORE

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Nick J. Picerno, Chairman  
Moore County Board of Commissioners

ATTEST:

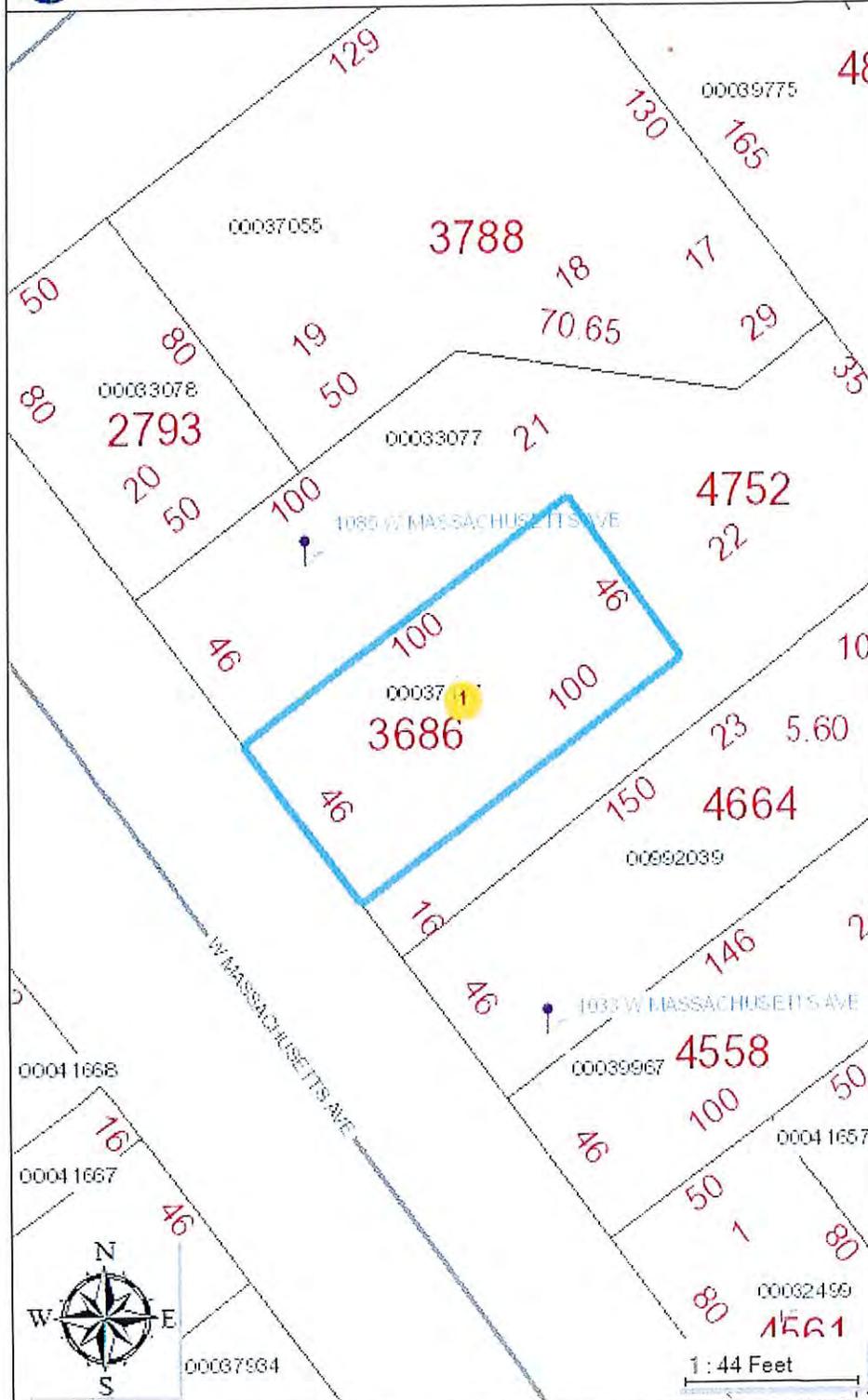
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Laura M. Williams, Clerk to the Board

00037447



Moore\_mgd  
Printed May 28, 2015  
See Below for Disclaimer



- Parcels
- Address
- County
- Streets
- Highways
- Lakes and Rivers

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 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 Statute 132-10. Grid is based on North Carolina State Plane Coordinate System NAD83 (feet).

PARID: 00037447  
 TOWNSHIP: MCNEILL  
 COUNTY OF MOORE

CITYNAME: CARTHAGE

MASSACHUSETTS AVE W  
 NBHD: 747  
 ROLL: REAL

**Parcel**

ParID / PIN: 00037447 / 857220913686  
 Record Type: REAL  
 Tax Year: 2017  
 Tax Jurisdiction: SP : SOUTHERN PINES  
 Township: 07 : MCNEILL

**Owner**

Account Number: 100000310  
 Name: COUNTY OF MOORE  
 Mailing Address: PO BOX 457  
 CARTHAGE NC 28327

**Legal**

Physical Address: W MASSACHUSETTS AVE  
 Legal Description 1: BLK M 13 LOT 22  
 Zoning: RS-1  
 Plat Cabinet:  
 Slide:

**Recorded Transaction**

Date	Book	Page	Sale Price	Validity Code
20-JAN-12	3975	108		DP
17-AUG-06	3082	579	0	
16-DEC-69	324	171	0	

**Description**

NBHD Code / Name: 747 : W SOUTHERN PINES  
 Class: EX : EXEMPT/EXCLUDED  
 Land Use: E01 : GOVERNMENT (278.1)  
 Living Units: 0  
 Topography: 1 : LEVEL  
 Location: :  
 Parking: :  
 Traffic: :  
 Utilities: 1 : ALL PUBLIC  
 Restrictions: :  
 Deeded Acres: 0  
 Assessed Acres: .114  
 VC Notice / VC Date: R : 09-MAR-15

**Valuation**

Appraised Land: 1,240  
 Appraised Building: 0  
 Appraised Total: 1,240  
 Deferred: 0  
 Exempts/Excluded: 1,240  
 Assessed Real: 0  
 Personal:  
 Total Assessed: 0

**Legal Description**

Tax Jurisdiction: SP : SOUTHERN PINES  
 Township: 07 : MCNEILL  
 Property Address: W MASSACHUSETTS AVE  
 Unit Desc:  
 Unit #:  
 Legal Desc 1: BLK M 13 LOT 22  
 Legal Desc 2:  
 Legal Desc 3: 66251400 00003  
 Note 1:  
 Note 2:  
 Deeded Acres: 0.00  
 Calculated Acres: 0.11

Sq Ft:  
 Plat Cabinet / Slide:  
 Subdivision Name:  
 Subd Block:  
 Subd Lot:  
 Condo Bldg #:  
 Condo Unit #:  
 Subd Code:

**Sales**

Sale Date	Book	Page	Sale Price	Grantor	Grantee
20-JAN-12	3975	108		PERSON, WILLIAM JR	COUNTY OF MOORE
17-AUG-06	3082	579	0		PERSON, WILLIAM JR
16-DEC-69	324	171	0		PERSON, WILLIAM ERNEST SR &

1 of 3

**Sale Details**

Sales Date: 20-JAN-12  
 Transfer Date:  
 Book: 3975  
 Page: 108  
 Sales Price:  
 Sales Adjustment:  
 Adjusted Reason: :  
 Adjusted Sales Price:  
 Market: :  
 Total Assessment:  
 Instrument Type: WD : DEED  
 Instrument No:  
 Qualify or Disqualify Code: DP : FORCED SALE/AUCTION  
 Sales Type: :  
 Source: :  
 Grantor: PERSON, WILLIAM JR  
 Grantee: COUNTY OF MOORE  
 Notes:

**Entrances**

Date	Entrance Code	Contact	Reviewer ID	Revisit Date
13-NOV-06	9 : ON SITE REVIEW	M : MAILER	WC	
16-SEP-02	9 : ON SITE REVIEW	M : MAILER	JTV	
18-APR-02	0 : VACANT/OBY	M : MAILER	MH	
05-AUG-94	0 : VACANT/OBY	M : MAILER	KM	

1 of 3

**Alternate ID**

ID Name: TMBLC  
 Alternate ID: 07001809006A SP

**Land**

Land Line #: 1  
 Land Type: S : Square Foot  
 Land Code: 3 : RESIDUAL  
 PUV:  
 Acres: .114  
 Sq Ft: 4,966  
 Lots/Units:  
 Influence Factor: :  
 Influence %:  
 Vacant Factor: :  
 Influence %:  
 Notes:

**Table Rates**

Base Model	Base Model Size	Base Rate	Incr Rate	Decr Rate	Land Value
440	15000	0	0	0	1,240

**Override**

Base Model Size	Base Rate	Incr Rate	Decr Rate	Land Value
				1,240

**Summary Totals**

Total Land Value	Total Acres	\$ / Acre	/ SF	\$ / Unit
1,240	.114	10877.19	.25	0

00037447

**Real Values**

Land Value:	1,240
Building Value:	0
Appraised Real Value:	1,240
Total Appraised Value	1,240
Property Class:	EX
Reason Code:	:
LUC:	E01

**Exemptions and Exclusions**

Deferred Value:	0
Senior / Disabled:	0
Veteran:	0
Historic:	0
100% E Class Ex:	1,240
Partial E Class Ex:	0
Total Exemp/Excluded/Deferred:	1,240

**Assessed Valuation**

Total Appraised Value (Real and Personal):	1,240
Total Exemp/Excluded/Deferred:	1,240
Total Assessed (Taxable):	0



Sorry, no sketch available for this record

Item	Area

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

An offer of \$1,372.45 has been submitted for the purchase of certain property owned by the County of Moore known as "BLK M 13 Lot 22," LRK#00037447, which is located on W. Massachusetts Avenue in Southern Pines, Moore County, North Carolina, and more particularly described as follows:

Beginning at a point on the north east side of Massachusetts Avenue, the common corner of Lots Nos. 21 & 22 and being 146 feet, S. 36 degrees 45' E. from the intersection of Massachusetts Avenue and Hardin Street; thence along Massachusetts Avenue S. 36 degrees, 45' E. 46 feet; thence N. 53 degrees, 15' E. 100 feet; thence a new line N. 36 degrees, 45' W. 46 feet to the edge of Lot #21; thence along the line of Lot Number 21, S. 53 degrees, 15' W. 100 feet to the point of beginning and being a portion of Lot #22 in said Block M & 13 as shown on the official map of the Town of Southern Pines, Moore County, North Carolina and said map being duly recorded in the Moore County Registry in Map Book 1, Section 2 at page 70. For further reference see Book 3082, Page 579 and Book 324, Page 171.

This description comes from the Register of Deeds, Map Book 1, Section 2 at page 70 and for further reference see Book 3082, Page 579 and Book 324, Page 171.

Persons wishing to upset the offer that has been received shall submit a sealed bid with their offer to the office of the Clerk to the Board, 1 Courthouse Square, Carthage, NC 28327, by 5:00 P.M., September 19, 2016. At that time the clerk to the board shall open 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 \$1,491.07. 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 30 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:** V.M.  
**Meeting Date:** September 6, 2016

**MEMORANDUM TO BOARD OF COMMISSIONERS:**

**FROM:** Misty Randall Leland, County Attorney  
**DATE:** August 28, 2016  
**SUBJECT:** Non-Profit Grant Agreement with Communities in Schools for FY 2017  
**PRESENTER:** Misty Randall Leland, County Attorney

**REQUEST:**

Approve the attached Non-Profit Grant Agreement with Communities in Schools of Moore County.

**BACKGROUND:**

Communities in Schools connects students with their community, which empower the students to stay in school and achieve in life. Because of the services Communities in Schools provides to the students of Moore County, Communities in Schools has been selected as a recipient of Moore County non-profit funding for Fiscal Year 2016-2017 in the amount of \$92,717.00.

**IMPLEMENTATION PLAN:**

None

**FINANCIAL IMPACT STATEMENT:**

A non-profit grant in the amount of \$92,717.00 to Communities in Schools.

**RECOMMENDATION SUMMARY:**

Make a motion to approve the attached Non-Profit Grant Agreement with Communities in Schools and authorize the Chairman to sign the same.

**SUPPORTING ATTACHMENTS:**

1. Non Profit Grant Agreement 2016-2017 - Communities in Schools

**MOORE COUNTY, NORTH CAROLINA  
NON-PROFIT GRANT AGREEMENT 2016-2017**

**THIS GRANT AGREEMENT** is made as of the 19th day of July, 2016, between the COUNTY OF MOORE, a political subdivision of the State of North Carolina ("GRANTOR"), and COMMUNITIES IN SCHOOLS OF MOORE COUNTY, a North Carolina not-for-profit corporation ("GRANTEE").

**WITNESSETH:**

**WHEREAS**, The GRANTOR desires to provide funding to certain non-profit agencies for the provision of public services to Moore County residents; and

**WHEREAS**, GRANTEE has been chosen by the Moore County Board of County Commissioners to be a recipient of Moore County non-profit funding for fiscal year 2016-2017; and

**NOW, THEREFORE**, in consideration of the mutual recitals, promises, and covenants set forth herein, the parties hereto agree as follows:

1. **Amount and Terms of Grant.** The GRANTOR agrees, subject to the terms and conditions of this Agreement, to provide the GRANTEE the sum of Ninety-Two Thousand Seven Hundred Seventeen Dollars (\$92,717.00) ("Grant Funds") to provide funding for the program as described in the GRANTEE's request for funding (hereinafter the "Grant Application"), which Application is hereby incorporated into this Agreement by reference and made an integral part hereof ("Program"). The GRANTOR does not make any warranty, either express or implied, that the proceeds of the Grant Funds will be sufficient to pay all or any particular portion of the cost of the Program.

The amount of the Grant Funds has been determined by the GRANTOR in reliance upon annual expenditures, revenues and projections of the GRANTEE with respect to the Program as set forth in the Grantee's Grant Application.

2. **Unconditional Obligations.** The obligations of the GRANTEE to perform and observe this Grant Agreement and any other agreements on its part contained herein shall be absolute and unconditional. Until such time as all obligations of the GRANTEE provided in this Grant Agreement are met, the GRANTEE (i) shall perform and observe all of its other agreements contained in this Grant Agreement and (ii) shall observe any obligation or covenant, whether expressed or implied, or any duty, liability, obligation or covenant arising out of or connected with this Grant Agreement.

3. **Program Services.** The parties hereto agree that the purpose of this Grant Agreement is to provide Grant Funds to the GRANTEE to enable it to perform a public service. The GRANTEE shall perform the services set forth in the GRANTEE's Grant Application, which are hereby deemed to be public services. Should the services change, GRANTEE shall first seek approval from the Board of County Commissioners through the County Manager. None of the Grant Funds authorized hereby may be used for any purpose not specifically determined to be a public service, and in no circumstances may they be used except in accordance with the requirements of Paragraph 4, below.

4. **Use of Grant funds.** The GRANTEE shall expend GRANTOR Grant Funds only for the performance of the services or functions detailed in GRANTEE's Grant Application. For purposes of this Grant Agreement, allowable expenses shall **not** include the following:

- Bad debts
- Contingencies

- Contributions and donations
- Entertainment costs
- Fines and penalties
- Interest and other financial costs
- Legislative expenses

5. **Term of Grant Agreement.** The term of this Grant Agreement shall begin on the date first written above and, unless sooner terminated as provided herein, shall expire on June 30, 2017, or upon compliance with all of the provisions of this Grant Agreement, whichever shall occur last.

6. **Payment.** Unless otherwise first approved in writing by the GRANTOR's Finance Director, GRANTOR shall make equal semi-annual payments to the GRANTEE, issuing a check on the first Friday of August and February of the County's fiscal year. The GRANTOR, in its sole discretion, may delay or cancel such payments for failure by the GRANTEE to comply with any of the provisions of this Grant Agreement.

7. **Payments Do Not Constitute a Waiver.** No payment of Grant Funds hereunder shall constitute a waiver of any of the conditions of the GRANTOR's obligation to make further payments nor, in the event the GRANTEE is unable to satisfy any condition required hereunder, shall any such payment have the effect of precluding the GRANTOR from thereafter declaring such inability to satisfy to be a breach of this Grant Agreement.

8. **Financial Recordkeeping.** The GRANTEE, at GRANTEE's sole expense, shall account to the satisfaction of the GRANTOR's Internal Auditor for all Grant Funds received from the GRANTOR under this Grant Agreement and all expenditures made from Grant Funds.

**Such accounting shall be in a form prescribed by the Internal Auditor, and shall include a report on an audit of all Grant Funds (including the management letter, if issued) performed by a person or firm approved by the Internal Auditor (except that any Certified Public Accountant or any Certified Public Accounting firm licensed to operate in North Carolina shall be deemed automatically approved by the Internal Auditor). Grantee shall also provide the Internal Auditor with semi-annual financial statements on or before August 15 and January 28.** The GRANTEE shall provide such other information, records or documentation as the Internal Auditor may require. Non-compliance with this section shall be deemed a material breach of this Grant Agreement.

**GRANTEE shall submit the audit report, management letter and semi-annual financial statements to:**

**Moore County Financial Services  
Attn: Finance Department - Internal Auditor  
Post Office Box 905  
Carthage, N.C. 28327  
Telephone: 910-947-6310**

Additionally, the GRANTEE shall allow the GRANTOR's Internal Auditor access to the records and information required hereunder and shall facilitate a review of the accounting and program

operations as may be required. The GRANTOR shall have the right to do site visits within one (1) week of request to do so.

GRANTEE shall retain financial and program records for a minimum period of three (3) years following the expiration or earlier termination of this Grant Agreement.

9. **Warranties of GRANTOR.** GRANTOR warrants and represents that it is a political subdivision of the State of North Carolina and that it has duly authorized the execution and delivery of this Grant Agreement. The GRANTOR further warrants and covenants the GRANTOR will at all times faithfully observe and perform all agreements, covenants, undertakings, stipulations and provisions contained in this Grant Agreement and in all proceedings of the GRANTOR pertaining to this Grant Agreement.

10. **Warranties of the GRANTEE:** The GRANTEE hereby makes the following warranties and representations to induce the GRANTOR to enter into this Grant Agreement:

- a. GRANTEE is a North Carolina not-for-profit corporation duly organized and existing under and by virtue of the laws of the State of North Carolina ("State"); and
- b. GRANTEE is not in violation of any provision of its articles of incorporation or any laws of the State relevant to the transactions contemplated by this Grant Agreement; and
- c. GRANTEE has full power and authority to execute and deliver this Grant Agreement and to carry out the Programs and obligations provided for herein. The execution and delivery of this Grant Agreement has by proper action been duly authorized by the GRANTEE and all actions necessary have been taken to constitute this Grant Agreement when executed and delivered by the respective parties thereto, valid and binding obligations of the GRANTEE; and
- d. The execution, delivery and performance by the GRANTEE of this Grant Agreement and the consummation of the Programs and obligations contemplated hereby will not violate any provision of law or regulation applicable to the GRANTEE, or of any writ or decree of any court or governmental authority, or of the articles of incorporation and by-laws of the GRANTEE, or of any mortgage, indenture contract, agreement or other undertaking to which the GRANTEE is a party or which purports to be binding upon the GRANTEE or upon any of its assets; and
- e. GRANTEE shall do or cause to be done all things necessary to preserve, maintain and keep in full force and affect its legal existence and comply with all laws applicable to it so long as it remains obligated to the GRANTOR under this Grant Agreement; and
- f. All information in the GRANTEE's Grant Application or otherwise given by the GRANTEE to the GRANTOR, is and shall be true and correct. GRANTEE has not and shall not hereafter neglect to inform the GRANTOR of any material information pertaining to the Program described in GRANTEE's Grant Application; and
- g. GRANTEE at the GRANTEE's expense shall assist the GRANTOR in obtaining any information or documentation required to verify the statements and comments made in this Grant Agreement. GRANTEE hereby consents to any inspection of the Program required for such verification and agrees to supply any information or documentation

required for such verification within the GRANTEE's control as the GRANTOR may request.

11. **Insurance Requirements.** GRANTEE shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act during the performance of services.

GRANTEE shall maintain, at its expense, the minimum insurance coverage deemed necessary by the GRANTOR'S Risk Manager. GRANTEE upon request by GRANTOR shall furnish a certificate of insurance from an insurance company licensed to do business by the North Carolina Department of Insurance verifying the existence of any insurance coverage required by GRANTOR. The certificate shall provide for sixty (60) days advance notice in the event of termination, reduction or cancellation of coverage.

12. **Notices.** When any notice or consent is required to be given under the terms of this Grant Agreement, such notice or consent shall be in writing and shall be effective only upon actual receipt by the party to whom notice is given. Such notice shall be delivered to the addresses below or to such other persons or addresses as the parties may, from time to time, establish in writing:

In case of the GRANTOR, to:

Moore County Manager  
Historic Courthouse  
Post Office Box 905  
Carthage, NC 28327

With a Copy to:

Finance Officer  
Central Services Building  
Post Office Box 905  
Carthage, NC 28327

In case of the GRANTEE, to:

BRYANA NELSON  
COMMUNITIES IN SCHOOLS of MOORE COUNTY  
PO Box 223  
PLATEAU, NC 28374

13. **Applicable Laws.** GRANTEE shall be responsible for compliance with all applicable federal, state and local laws, regulations and ordinances during the performance of the Programs, services and functions funded in whole or in part by this Grant Agreement including North Carolina bid laws and any state or federal tax reporting requirements.

14. **Conflict of Interest.** No officials or employees of the GRANTEE may obtain or receive, directly or indirectly, any personal or financial interest, benefit or gain from the Grant Funds other than salaries and normal benefits, either for themselves or those with whom they have family or business ties.

15. **Repayment of Funds.** GRANTEE shall repay to the GRANTOR the full amount of any Grant Funds lost, misapplied, or inadequately accounted for in violation of this Grant Agreement.

16. **Indemnification.** To the fullest extent permitted by laws and regulations, the GRANTEE shall indemnify and hold harmless the GRANTOR and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of attorneys and other professionals and costs related to court action or arbitration) arising out of or resulting from the performance of this Grant Agreement or the actions of the GRANTEE or its

officials, employees, or contractors under this Grant Agreement or under the contracts entered into by the GRANTEE in connection with this Grant Agreement. This indemnification shall survive the termination of this Grant Agreement.

17. **Governing Law.** This Grant Agreement shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this Grant Agreement shall be brought in the General Court of Justice in the County of Moore and the State of North Carolina.

18. **Special Conditions.** GRANTEE shall meet any special conditions, which are attached hereto and incorporated herein.

19. **Equal Employment Opportunity.** GRANTEE shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, or disability. GRANTEE shall take affirmative action to ensure that its employees are treated fairly and legally during employment with regard to their age, sex, race, creed, national origin, or disability. In the event GRANTEE is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Grant Agreement may be canceled, terminated or suspended in whole or in part by GRANTOR, and GRANTEE may be declared ineligible for further GRANTOR Grant Funds.

20. **Termination.** GRANTOR may terminate this Grant Agreement at any time by giving ten (10) days written notice of termination to the GRANTEE. If termination is for convenience and not due to a material breach of this Grant Agreement by the GRANTEE, then the GRANTOR shall pay to the GRANTEE a pro rata share of the Grant Funds for the authorized monthly expenditures incurred, if any, by the GRANTEE in accordance with this Grant Agreement prior to such termination. If termination is due to a material breach of this Grant Agreement by GRANTEE, then no pro rata share of Grant Funds shall be due.

Termination of this Grant Agreement, either with or without cause, shall not form the basis of any claim for loss of anticipated profits by either party.

21. **Assignment.** GRANTEE may not assign, transfer or delegate any of its duties, obligations or responsibilities under this Grant Agreement without the prior written consent of the GRANTOR.

22. **Waiver.** No action or failure to act by the GRANTOR or GRANTEE shall constitute an obligation or duty afforded them under this Grant Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach hereunder, except as may be specifically agreed to in writing by the non-breaching party.

23. **Exercise of Functions.** Nothing contained in this Grant Agreement shall in any way stop, limit or impair the GRANTOR from exercising or performing any regulatory, policing or other governmental functions.

24. **No Partnership.** Nothing in this Grant Agreement is intended or shall be considered to create a joint venture or partnership between the GRANTOR and the GRANTEE nor be interpreted to deem either the agent of the other or to make the GRANTOR in any way responsible for the duties, responsibilities, obligations, liabilities, debts or losses of the GRANTEE.

25. **Time of the Essence.** Time is of the essence with respect to each and every covenant, agreement and obligation of GRANTEE under this Grant Agreement.

26. **Whole Agreement.** This Grant Agreement, including the GRANTEE'S Grant Application, shall be the whole agreement between the GRANTOR and the GRANTEE with respect to the matters set forth herein and the Grant Funds.

27. **Headings.** All headings that appear after paragraph numbers in this Grant Agreement are included for convenience only and shall not affect the meaning or interpretation of any of the provisions of the Grant Agreement.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals on the day and year first written.

**COUNTY OF MOORE**

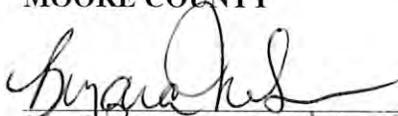
**ATTEST:**

\_\_\_\_\_  
Nick J. Picerno, Chairman  
Moore County Board of Commissioners

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

**COMMUNITIES IN SCHOOLS OF  
MOORE COUNTY**

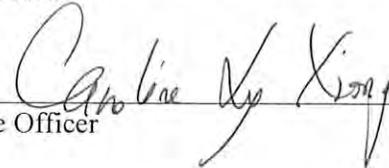
**ATTEST:**

  
\_\_\_\_\_  
By: **BRYAN NELSON**  
Title: **EXECUTIVE DIRECTOR**

  
\_\_\_\_\_  
By: **CHRISTINA APELO**  
Title: **SECRETARY**

PREAUDIT CERTIFICATE

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

  
\_\_\_\_\_  
Finance Officer

**MEMORANDUM TO BOARD OF COMMISSIONERS:**

**FROM:** Misty Randall Leland, County Attorney  
**DATE:** August 28, 2016  
**SUBJECT:** Non-Profit Grant Agreement with the Sandhills Center for FY 2016  
**PRESENTER:** Misty Randall Leland, County Attorney

**REQUEST:**  
Approve the attached Non-Profit Grant Agreement with the Sandhills Center for Mental Health, Developmental Disabilities and Substance Abuse Services (“Sandhills Center”).

**BACKGROUND:**  
The Sandhills Center provides critical crisis and psychiatric services for the consumers and families in Moore County. Because of the services the Sandhills Center provides to Moore County, the Sandhills Center has been selected as a recipient of Moore County non-profit funding for Fiscal Year 2016-2017 in the amount of \$350,890.00. The breakdown of the Sandhills Center’s General Budget Request is as follows:

- General Request..... \$183,771.00
- General Support ..... \$153,869.00
- ABC Funds ..... \$13,250.00

**IMPLEMENTATION PLAN:**  
None

**FINANCIAL IMPACT STATEMENT:**  
A non-profit grant to the Sandhills Center in the amount of \$350,890.00.

**RECOMMENDATION SUMMARY:**  
Make a motion to approve the attached Non-Profit Grant Agreement with the Sandhills Center and authorize the Chairman to sign the same.

**SUPPORTING ATTACHMENTS:**  
1. Non Profit Grant Agreement 2016-2017 - The Sandhills Center

**MOORE COUNTY, NORTH CAROLINA  
NON-PROFIT GRANT AGREEMENT 2016-2017**

**THIS GRANT AGREEMENT** is made as of the 19th day of July, 2016, between the COUNTY OF MOORE, a political subdivision of the State of North Carolina ("GRANTOR"), and SANDHILLS CENTER FOR MENTAL HEALTH, DEVELOPMENTAL DISABILITIES AND SUBSTANCE ABUSE SERVICES, a North Carolina not-for-profit corporation ("GRANTEE").

**WITNESSETH:**

**WHEREAS**, The GRANTOR desires to provide funding to certain non-profit agencies for the provision of public services to Moore County residents; and

**WHEREAS**, GRANTEE has been chosen by the Moore County Board of County Commissioners to be a recipient of Moore County non-profit funding for fiscal year 2016-2017; and

**NOW, THEREFORE**, in consideration of the mutual recitals, promises, and covenants set forth herein, the parties hereto agree as follows:

1. **Amount and Terms of Grant.** The GRANTOR agrees, subject to the terms and conditions of this Agreement, to provide the GRANTEE the sum of Three Hundred Fifty Thousand Eight Hundred Ninety Dollars (\$350,890.00) ("Grant Funds") to provide funding for the program as described in the GRANTEE's request for funding (hereinafter the "Grant Application"), which Application is hereby incorporated into this Agreement by reference and made an integral part hereof ("Program"). The GRANTOR does not make any warranty, either express or implied, that the proceeds of the Grant Funds will be sufficient to pay all or any particular portion of the cost of the Program.

The amount of the Grant Funds has been determined by the GRANTOR in reliance upon annual expenditures, revenues and projections of the GRANTEE with respect to the Program as set forth in the Grantee's Grant Application.

2. **Unconditional Obligations.** The obligations of the GRANTEE to perform and observe this Grant Agreement and any other agreements on its part contained herein shall be absolute and unconditional. Until such time as all obligations of the GRANTEE provided in this Grant Agreement are met, the GRANTEE (i) shall perform and observe all of its other agreements contained in this Grant Agreement and (ii) shall observe any obligation or covenant, whether expressed or implied, or any duty, liability, obligation or covenant arising out of or connected with this Grant Agreement.

3. **Program Services.** The parties hereto agree that the purpose of this Grant Agreement is to provide Grant Funds to the GRANTEE to enable it to perform a public service. The GRANTEE shall perform the services set forth in the GRANTEE's Grant Application, which are hereby deemed to be public services. Should the services change, GRANTEE shall first seek approval from the Board of County Commissioners through the County Manager. None of the Grant Funds authorized hereby may be used for any purpose not specifically determined to be a public service, and in no circumstances may they be used except in accordance with the requirements of Paragraph 4, below.

4. **Use of Grant funds.** The GRANTEE shall expend GRANTOR Grant Funds only for the performance of the services or functions detailed in GRANTEE's Grant Application. For purposes of this Grant Agreement, allowable expenses shall **not** include the following:

- Bad debts

- Contingencies
- Contributions and donations
- Entertainment costs
- Fines and penalties
- Interest and other financial costs
- Legislative expenses

5. **Term of Grant Agreement.** The term of this Grant Agreement shall begin on the date first written above and, unless sooner terminated as provided herein, shall expire on June 30, 2017, or upon compliance with all of the provisions of this Grant Agreement, whichever shall occur last.

6. **Payment.** Unless otherwise first approved in writing by the GRANTOR's Finance Director, GRANTOR shall make equal semi-annual payments to the GRANTEE, issuing a check on the first Friday of August and February of the County's fiscal year. The GRANTOR, in its sole discretion, may delay or cancel such payments for failure by the GRANTEE to comply with any of the provisions of this Grant Agreement.

7. **Payments Do Not Constitute a Waiver.** No payment of Grant Funds hereunder shall constitute a waiver of any of the conditions of the GRANTOR's obligation to make further payments nor, in the event the GRANTEE is unable to satisfy any condition required hereunder, shall any such payment have the effect of precluding the GRANTOR from thereafter declaring such inability to satisfy to be a breach of this Grant Agreement.

8. **Financial Recordkeeping.** The GRANTEE, at GRANTEE's sole expense, shall account to the satisfaction of the GRANTOR's Internal Auditor for all Grant Funds received from the GRANTOR under this Grant Agreement and all expenditures made from Grant Funds.

**Such accounting shall be in a form prescribed by the Internal Auditor, and shall include a report on an audit of all Grant Funds (including the management letter, if issued) performed by a person or firm approved by the Internal Auditor (except that any Certified Public Accountant or any Certified Public Accounting firm licensed to operate in North Carolina shall be deemed automatically approved by the Internal Auditor). Grantee shall also provide the Internal Auditor with semi-annual financial statements on or before August 15 and January 28.** The GRANTEE shall provide such other information, records or documentation as the Internal Auditor may require. Non-compliance with this section shall be deemed a material breach of this Grant Agreement.

**GRANTEE shall submit the audit report, management letter and semi-annual financial statements to:**

**Moore County Financial Services  
 Attn: Finance Department - Internal Auditor  
 Post Office Box 905  
 Carthage, N.C. 28327  
 Telephone: 910-947-6310**

Additionally, the GRANTEE shall allow the GRANTOR's Internal Auditor access to the records and information required hereunder and shall facilitate a review of the accounting and program

operations as may be required. The GRANTOR shall have the right to do site visits within one (1) week of request to do so.

GRANTEE shall retain financial and program records for a minimum period of three (3) years following the expiration or earlier termination of this Grant Agreement.

9. **Warranties of GRANTOR.** GRANTOR warrants and represents that it is a political subdivision of the State of North Carolina and that it has duly authorized the execution and delivery of this Grant Agreement. The GRANTOR further warrants and covenants the GRANTOR will at all times faithfully observe and perform all agreements, covenants, undertakings, stipulations and provisions contained in this Grant Agreement and in all proceedings of the GRANTOR pertaining to this Grant Agreement.

10. **Warranties of the GRANTEE:** The GRANTEE hereby makes the following warranties and representations to induce the GRANTOR to enter into this Grant Agreement:

- a. GRANTEE is a North Carolina not-for-profit corporation duly organized and existing under and by virtue of the laws of the State of North Carolina ("State"); and
- b. GRANTEE is not in violation of any provision of its articles of incorporation or any laws of the State relevant to the transactions contemplated by this Grant Agreement; and
- c. GRANTEE has full power and authority to execute and deliver this Grant Agreement and to carry out the Programs and obligations provided for herein. The execution and delivery of this Grant Agreement has by proper action been duly authorized by the GRANTEE and all actions necessary have been taken to constitute this Grant Agreement when executed and delivered by the respective parties thereto, valid and binding obligations of the GRANTEE; and
- d. The execution, delivery and performance by the GRANTEE of this Grant Agreement and the consummation of the Programs and obligations contemplated hereby will not violate any provision of law or regulation applicable to the GRANTEE, or of any writ or decree of any court or governmental authority, or of the articles of incorporation and by-laws of the GRANTEE, or of any mortgage, indenture contract, agreement or other undertaking to which the GRANTEE is a party or which purports to be binding upon the GRANTEE or upon any of its assets; and
- e. GRANTEE shall do or cause to be done all things necessary to preserve, maintain and keep in full force and affect its legal existence and comply with all laws applicable to it so long as it remains obligated to the GRANTOR under this Grant Agreement; and
- f. All information in the GRANTEE's Grant Application or otherwise given by the GRANTEE to the GRANTOR, is and shall be true and correct. GRANTEE has not and shall not hereafter neglect to inform the GRANTOR of any material information pertaining to the Program described in GRANTEE's Grant Application; and
- g. GRANTEE at the GRANTEE's expense shall assist the GRANTOR in obtaining any information or documentation required to verify the statements and comments made in this Grant Agreement. GRANTEE hereby consents to any inspection of the Program required for such verification and agrees to supply any information or documentation required for such verification within the GRANTEE's control as the GRANTOR may request.

11. **Insurance Requirements.** GRANTEE shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act during the performance of services.

GRANTEE shall maintain, at its expense, the minimum insurance coverage deemed necessary by the GRANTOR'S Risk Manager. GRANTEE upon request by GRANTOR shall furnish a certificate of insurance from an insurance company licensed to do business by the North Carolina Department of Insurance verifying the existence of any insurance coverage required by GRANTOR. The certificate shall provide for sixty (60) days advance notice in the event of termination, reduction or cancellation of coverage.

12. **Notices.** When any notice or consent is required to be given under the terms of this Grant Agreement, such notice or consent shall be in writing and shall be effective only upon actual receipt by the party to whom notice is given. Such notice shall be delivered to the addresses below or to such other persons or addresses as the parties may, from time to time, establish in writing:

In case of the GRANTOR, to:

Moore County Manager  
Historic Courthouse  
Post Office Box 905  
Carthage, NC 28327

With a Copy to:

Finance Officer  
Central Services Building  
Post Office Box 905  
Carthage, NC 28327

In case of the GRANTEE, to:

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

13. **Applicable Laws.** GRANTEE shall be responsible for compliance with all applicable federal, state and local laws, regulations and ordinances during the performance of the Programs, services and functions funded in whole or in part by this Grant Agreement including North Carolina bid laws and any state or federal tax reporting requirements.

14. **Conflict of Interest.** No officials or employees of the GRANTEE may obtain or receive, directly or indirectly, any personal or financial interest, benefit or gain from the Grant Funds other than salaries and normal benefits, either for themselves or those with whom they have family or business ties.

15. **Repayment of Funds.** GRANTEE shall repay to the GRANTOR the full amount of any Grant Funds lost, misapplied, or inadequately accounted for in violation of this Grant Agreement.

16. **Indemnification.** To the fullest extent permitted by laws and regulations, the GRANTEE shall indemnify and hold harmless the GRANTOR and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of attorneys and other professionals and costs related to court action or arbitration) arising out of or resulting from the performance of this Grant Agreement or the actions of the GRANTEE or its officials, employees, or contractors under this Grant Agreement or under the contracts entered into by the GRANTEE in connection with this Grant Agreement. This indemnification shall survive the termination of this Grant Agreement.

17. **Governing Law.** This Grant Agreement shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this Grant Agreement shall be brought in the General Court of Justice in the County of Moore and the State of North Carolina.

18. **Special Conditions.** GRANTEE shall meet any special conditions, which are attached hereto and incorporated herein.

19. **Equal Employment Opportunity.** GRANTEE shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, or disability. GRANTEE shall take affirmative action to ensure that its employees are treated fairly and legally during employment with regard to their age, sex, race, creed, national origin, or disability. In the event GRANTEE is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Grant Agreement may be canceled, terminated or suspended in whole or in part by GRANTOR, and GRANTEE may be declared ineligible for further GRANTOR Grant Funds.

20. **Termination.** GRANTOR may terminate this Grant Agreement at any time by giving ten (10) days written notice of termination to the GRANTEE. If termination is for convenience and not due to a material breach of this Grant Agreement by the GRANTEE, then the GRANTOR shall pay to the GRANTEE a pro rata share of the Grant Funds for the authorized monthly expenditures incurred, if any, by the GRANTEE in accordance with this Grant Agreement prior to such termination. If termination is due to a material breach of this Grant Agreement by GRANTEE, then no pro rata share of Grant Funds shall be due.

Termination of this Grant Agreement, either with or without cause, shall not form the basis of any claim for loss of anticipated profits by either party.

21. **Assignment.** GRANTEE may not assign, transfer or delegate any of its duties, obligations or responsibilities under this Grant Agreement without the prior written consent of the GRANTOR.

22. **Waiver.** No action or failure to act by the GRANTOR or GRANTEE shall constitute an obligation or duty afforded them under this Grant Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach hereunder, except as may be specifically agreed to in writing by the non-breaching party.

23. **Exercise of Functions.** Nothing contained in this Grant Agreement shall in any way stop, limit or impair the GRANTOR from exercising or performing any regulatory, policing or other governmental functions.

24. **No Partnership.** Nothing in this Grant Agreement is intended or shall be considered to create a joint venture or partnership between the GRANTOR and the GRANTEE nor be interpreted to deem either the agent of the other or to make the GRANTOR in any way responsible for the duties, responsibilities, obligations, liabilities, debts or losses of the GRANTEE.

25. **Time of the Essence.** Time is of the essence with respect to each and every covenant, agreement and obligation of GRANTEE under this Grant Agreement.

26. **Whole Agreement.** This Grant Agreement, including the GRANTEE'S Grant Application, shall be the whole agreement between the GRANTOR and the GRANTEE with respect to the matters set forth herein and the Grant Funds.

27. **Headings.** All headings that appear after paragraph numbers in this Grant Agreement are included for convenience only and shall not affect the meaning or interpretation of any of the provisions of the Grant Agreement.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals on the day and year first written.

**COUNTY OF MOORE**

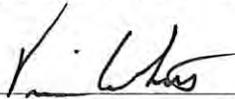
**ATTEST:**

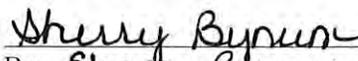
\_\_\_\_\_  
Nick J. Picerno, Chairman  
Moore County Board of Commissioners

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

**SANDHILLS CENTER FOR MENTAL  
HEALTH, DEVELOPMENTAL  
DISABILITIES AND SUBSTANCE  
ABUSE SERVICES**

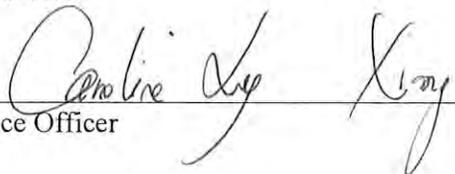
**ATTEST:**

  
\_\_\_\_\_  
By: *Victoria Whitt*  
Title: *CEO*

  
\_\_\_\_\_  
By: *Sherry Bynum*  
Title: *Admin. Asst.*

PREAUDIT CERTIFICATE

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

  
\_\_\_\_\_  
Finance Officer

**MEMORANDUM TO THE BOARD OF COMMISSIONERS**

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

**DATE:** August 11, 2016

**SUBJECT:** Conditional Use Permit Request: Mining  
("Williams Sand and Clay, LLC" – NC Hwy 211)

**PRESENTER:** Debra Ensminger

**REQUEST**

Williams Sand and Clay, LLC is requesting a Conditional Use Permit for the use of a sand mine on approximately 50 acres (two phases of approximately 25 acres per phase) of an overall approximate 660 acre parcel (ParID 00013401) located north of and adjacent to NC Hwy 211 and east of and adjacent to Samarcand Rd, owned by Arthur R & Sons Williams, as identified in Moore County tax records.

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

**BACKGROUND**

- Current land use – The property is undeveloped.
- Adjacent land uses – Includes undeveloped property, single family homes, the Inn at Eagle Springs (closed), and a solar collector facility.

**IMPLEMENTATION PLAN**

Hold the public hearing.

**ACTION BY THE PLANNING BOARD**

The Planning Board met on August 4, 2016 and unanimously recommended approval on a 6-0 vote.

**REQUIRED FINDINGS OF FACT FOR CONDITIONAL USE PERMIT**

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

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

## **APPLICATION REVIEW COMMENTS & RECOMMENDATIONS**

The applicant is seeking a five (5) year vested rights approval. The proposed site plan meets all Unified Development Ordinance requirements. In addition to the minimum requirements, the applicant recommends the following additional conditions:

1. Williams Sand and Clay will abide by the Moore County Specific Use Standards Article 9.4.5 for Mining and Quarrying as shown on the following page in Figure 1.1.
2. Business hours of operation will be: 6:00 AM – 5:30 PM during normal workweeks and occasionally on Saturday (no Sunday work). Holidays will be observed as well.
3. A NCDOT entrance permit will be obtained within the next 4-6 weeks.
4. A physical barrier to traffic and illicit entry onto the site will be constructed along NC HWY 211. Once digging activities commence, any overburden will be used to construct and maintain berms along the NC HWY 211 entrance to a minimum height of six feet.
5. Applicant will conduct sediment and erosion control measures throughout the life of the mine and post closure, to maintain a clean driveway and entrance area onto NC HWY 211.
6. Per the NC Department of Environmental Quality, high fencing is not required since there are no adjacent residential dwellings. However, Williams Sand and Clay will maintain silt fencing, as well as ditches, berms, and gates as necessary to control access to the site.
7. No fuel, fuel oil, or other hazardous materials will be used or stored on-site.
8. The total initial phase will impact (excavate) approximately 22 acres. Subsequent planned phases are shown on the Site Map.
9. No permanent structures will be erected on-site.
10. At minimum a vegetated seventy five foot buffer will be maintained along NC HWY 211.
11. Staff recommends the additional condition, as agreed upon by the applicant, that should the Zoning Administrator, Building Inspector, Environmental Health, the Fire Marshal, or NCDOT identify minor changes staff shall be authorized to accept such minor modifications to site plan as necessary.

## **FINANCIAL IMPACT STATEMENT**

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

## **RECOMMENDATION**

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

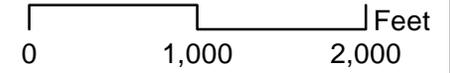
**Motion:** Make a motion to approve/deny the Conditional Use Permit for the use of a sand mine on approximately 50 acres (two phases of 25 acres) of an overall approximate 660 acre parcel (ParID 00013401) located north of NC Hwy 211 and east of Samarcand Rd, owned by Arthur R & Sons Williams as identified in Moore County tax records, including the Application Review Comments and Recommendations as listed in the staff report.

## **ATTACHMENTS**

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

***“Williams Sand & Clay, LLC” Mining – Conditional Use Permit – Staff Report***

# LAND USE MAP



Undeveloped

Samarcand Solar  
Collector Facility

Inn (closed)

Single family  
home

Single family  
homes

SPICEWOOD

SAMARCAND

CLEMENS

NC 211

EAGLE SPRINGS

BIG OAK CHURCH

MA AND PA



# PLANNING & COMMUNITY DEVELOPMENT



P.O. Box 905  
1048 Carriage Oaks Drive  
Carthage, NC 28327  
Planning: 910.947.5010  
Central Permitting: 910.947.2221  
Fax: 910.947.1303  
www.moorecountync.gov

## Conditional Use Permit Application

Application Date: 7-5-2016			
Location/Address of Property: 35.307299 LAT, 79.677467 LONG / 1029 NC 211, Biscoe, NC 27209			
Applicant: Williams Sand and Clay, LLC		Phone: 910-695-6475	
Applicant Address: 1515 NC HWY 211	City: Eagle Springs	St: NC	Zip: 27242
Owner: William Arthur Williams		Phone: 910-695-6475	
Owner Address: 1515 NC HWY 211	City: Eagle Springs	St: NC	Zip: 27242
Current Zoning District: RA-USB	Proposed Use: Sand Mine and Agricultural		
Comments: We will be utilizing a portion of this property/parcel for a sand mine. The remaining property will continue use as agricultural/sivicultural activities.			
<b>Application Submittal</b>			
The applicant must submit a complete application packet on or before the submittal deadline. This includes:			
<input checked="" type="checkbox"/> Completed Moore County Conditional Use Permit Application.			
<input checked="" type="checkbox"/> Application Fee (\$175).			
<input checked="" type="checkbox"/> Postage sufficient to notify all adjacent landowners <b>FOR TWO MAILINGS</b> . (One for Planning Board meeting, and one for Board of Commissioners meeting.) The rate for postage FOR EACH CERTIFIED MAIL LETTER is \$6.49. This includes \$3.30 (certified mail) plus \$2.70 (return receipt) plus \$0.49 (first class stamp).			
<input checked="" type="checkbox"/> A detailed site plan. (See page two of this packet for list of items to include.)			
I (We), the undersigned, certify that all statements furnished in this application are true to the best of my (our) knowledge, and do hereby agree to follow all reasonable requests for information as designated by the County of Moore Zoning Administrator.			
		7/5/2016	
Applicant/Owner Signature		Date	
Applicant/Owner Signature		Date	
Office Use Only:			
PAR ID: 00013401			
		7/6/16	
Received By		Date	

**Williams Sand and Clay, LLC**

1515 NC Hwy 211  
Eagle Springs, 27242  
Phone: (910) 695-6475  
Alternate: (910) 673-3245

July 5, 2016

Planning Board and County Staff  
County of Moore Government  
1 Courthouse Square  
Carthage, NC 28327

**RE: Williams Sand and Clay, LLC Sand Mine Application**  
Eagle Springs (HWY 211)

Moore County Board and Staff,

Concerning our attached application for a conditional use permit we at Williams Sand and Clay, LLC agree to abstain to the following additional conditions to ensure we are good stewards of the environment, as well as operating a safe and clean mining site:

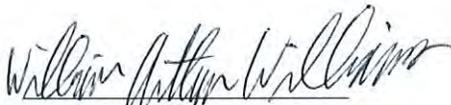
- Williams Sand and Clay will abide by the Moore County Specific Use Standards Article 9.4.5 for Mining and Quarrying as shown on the following page in Figure 1.1.
- Our business hours of operation will be: 6:00 AM – 5:30 PM during normal workweeks and occasionally on Saturday (no Sunday work). Holidays will be observed as well.
- A NCDOT entrance permit will be obtained within the next 4-6 weeks.
- A physical barrier to traffic and illicit entry onto the site will be constructed along NC HWY 211. Once digging activities commence, any overburden will be used to construct and maintain berms along the NC HWY 211 entrance to a minimum height of six feet.
- We will conduct sediment and erosion control measures throughout the life of the mine and post closure, to maintain a clean driveway and entrance area onto NC HWY 211.
- Per the NC Department of Environmental Quality, high fencing is not required since there are no adjacent residential dwellings. However, Williams Sand and Clay will maintain silt fencing, as well as ditches, berms, and gates as necessary to control access to the site.
- No fuel, fuel oil, or other hazardous materials will be used or stored on-site.
- The total initial phase will impact (excavate) approximately 22 acres. Subsequent planned phases are shown on the Site Map.
- No permanent structures will be erected on-site.
- At minimum a vegetated seventy five foot buffer will be maintained along NC HWY 211.

#### 9.4.5 Mining and Quarrying

- 9.4.501 A letter or other certification of approval must be submitted from the North Carolina Department of Transportation, as to the safety and design of the access or entrance on to a State maintained street or road from the mine.
- 9.4.502 Access to a mine or mining operation must be from a road or street that is a State maintained road or a private road with a right-of-way width of not less than thirty (30) feet and a cleared or drivable area of not less than twenty (20) feet.
- 9.4.503 Any ingress or egress that does not abut one of the above roads, entrance etc. must also have a right-of-way width of not less than thirty (30) feet and a cleared and drivable area that is adequately maintained at all times for vehicular travel and that is at least twenty (20) feet in width.
- 9.4.504 An area of land, which shall not be less than fifty (50) feet in width (unless a lesser width is approved by the Planning Board) shall be provided along all boundaries of the affected land. This buffer area must be left at all times in a natural vegetative state or planted with trees, shrubs or plants that create a visual screen.
- 9.4.505 Trees and plants must be native to the area and trees shall not be less than six (6) feet in height within six (6) years.
- 9.4.506 If an earthen berm(s) is to be used within the buffer for visual screening they shall be planted with vegetation and shall not be less than six (6) feet in height at the crown and with slopes sufficient to minimize erosion.
- 9.4.507 No site disturbing activities are allowed until a Mining Permit has been issued by the State of North Carolina.
- 9.4.508 In the case of denial because all the requirements of this section were not met, the Application may be resubmitted when all requirements have been met, with no additional fee required, provided the plan is resubmitted within one hundred eighty (180) days of the notice of rejection or denial.

**Figure 1.1: Specific Use Standard for Mining and Quarrying**

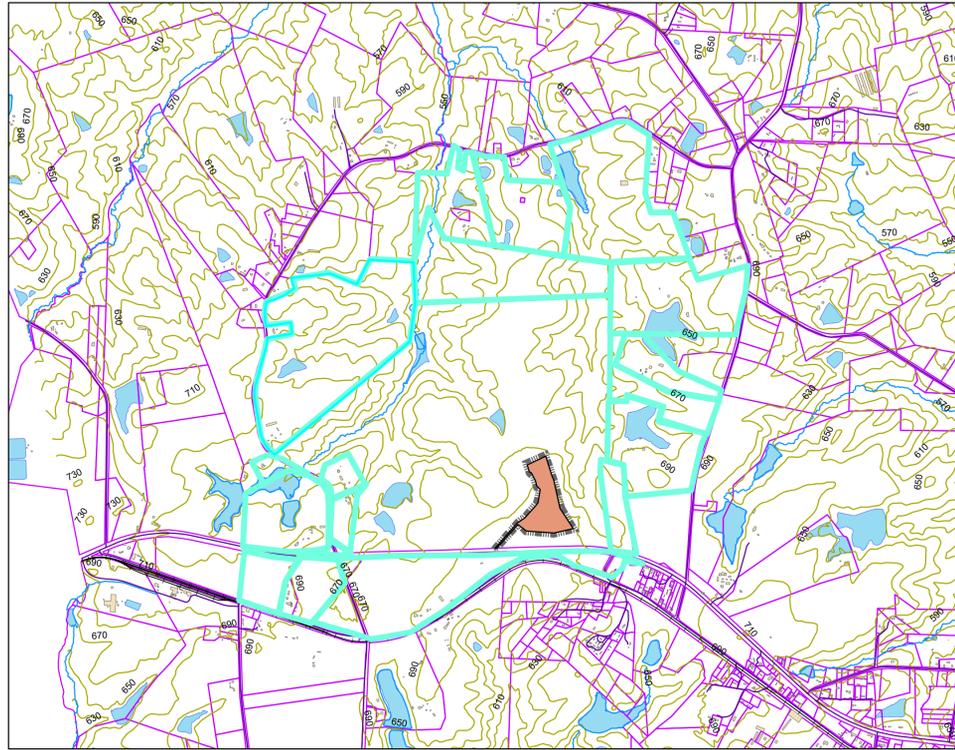
Sincerely,



**Arthur Williams**

**President**

**Williams Sand and Clay, LLC**



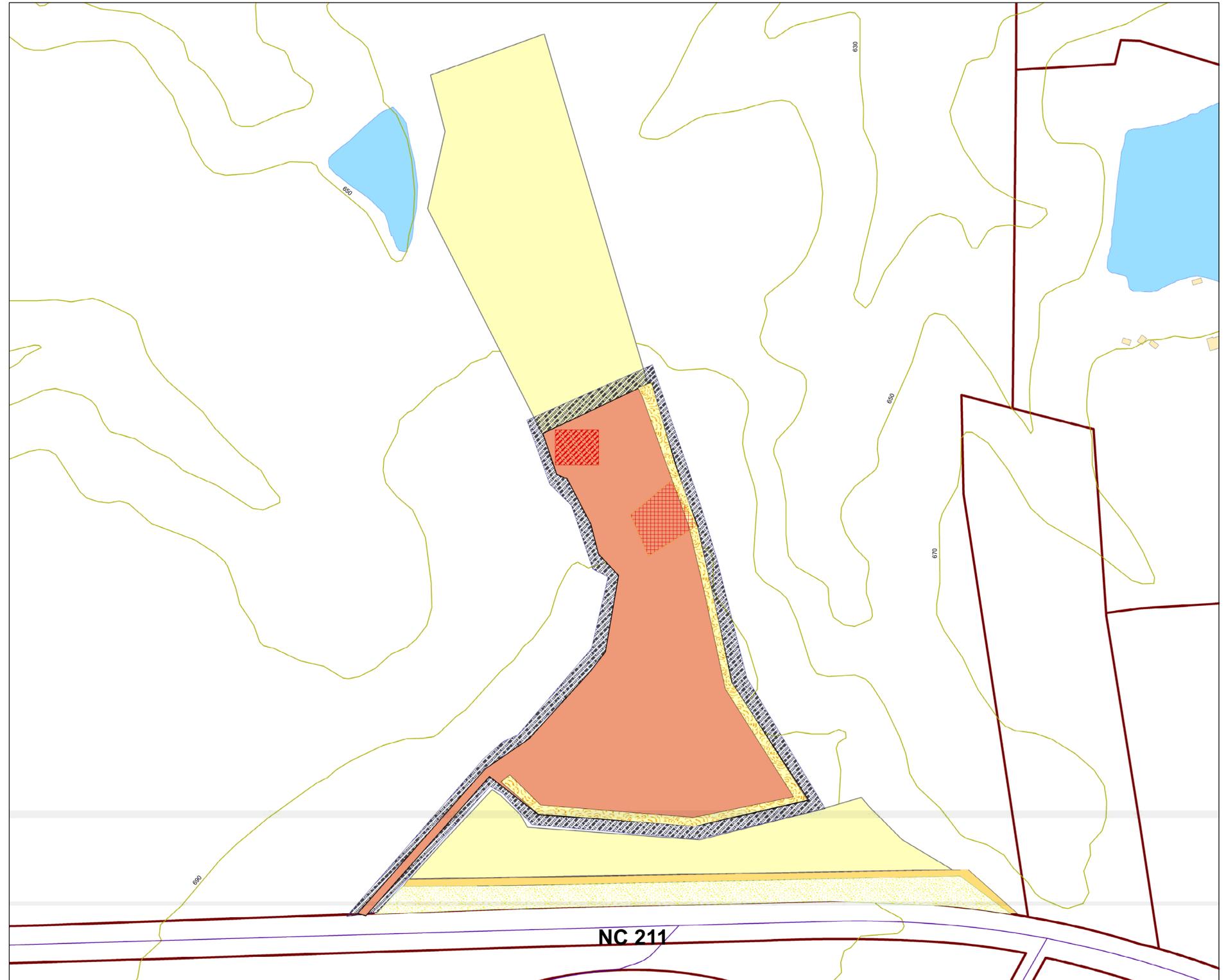
**Area Overview**

**Sand Mine Application**  
**Moore County North Carolina**  
**Township: 01**  
**Deed Book/ Page: 241 / 462**  
**Parcel ID: 00013401**

**Pending State Mining Permit**

**Legend**

- Permanent Buffer - 75' Setback
- Phase II Overall Limits
- Berm at a minimum of 6' ht
- Phase I Rough Buffer Outline w/Silt Fencing
- Proposed Sand Mine with Haul Road
- Proposed Screening/Washing Plant
- Proposed Washing/Settling Pond
- Railroads
- Streams
- Streets
- Tax Parcels
- Lakes & Rivers



**Layout Map**

Name of Mine: Williams Sand and Clay, LLC  
 Address: 1515 NC Hwy 211, Eagle Springs, NC, 27242

Phase I: Total Disturbed Acreage      25.0 ac  
 Phase II: Total Disturbed Acreage      25.0 ac

Date: 29 June 2016

Drawn By: Henry Haas, E.P.  
 Hunt Environmental Associates

Sheet No.  
 HEA-001

Checked by: Michael C. Hunt, P.G.  
 Hunt Environmental Associates

Note: We will meet the specific use standards outline in 9.4.5

**Agenda Item:** VI . B .  
**Meeting Date:** 9/6/16

**MEMORANDUM TO BOARD OF COMMISSIONERS:**

**FROM:** Leonard McBryde, County Engineer  
**DATE:** August 29, 2016  
**SUBJECT:** Call to Public Hearing – Phase 2 Wastewater Collection System Expansion Project  
**PRESENTER:** Leonard McBryde, PE

**REQUEST:**

Make a motion to call to public hearing on Tuesday, September 20, 2016 at 5:30 p.m. to consider application for funding of the Phase 2 Wastewater Collection System Expansion project.

**BACKGROUND:**

The purpose of the hearing is to provide input on the Phase 2 Wastewater Collection System Expansion project. The public hearing will review Moore County's plan to file an application for Community Development & Block Grant funding for the Phase 2 Wastewater Collection System Expansion project.

**IMPLEMENTATION PLAN:**

Call to public hearing for Tuesday, September 20, 2016 at 5:30 pm. A legal notice will be published in The Pilot not less than 10 days and not more than 25 days before the date of the public hearing.

**FINANCIAL IMPACT STATEMENT:**

The contract for the preparation of the funding application by McGill Associates, approved earlier by the Board of Commissioners as a budgeted item.

**RECOMMENDATION SUMMARY:**

Make a motion to call to public hearing on Tuesday, September 20, 2016 at 5:30 p.m. to consider the application for funding of the Phase 2 Wastewater Collection System Expansion project.

**SUPPORTING ATTACHMENTS:**

N/A

**Agenda Item:** VIII.A.  
**Meeting Date:** 9/6/16

**MEMORANDUM TO BOARD OF COMMISSIONERS:**

**FROM:** Leonard McBryde, County Engineer  
**DATE:** August 29, 2016  
**SUBJECT:** Deed of Dedication for Meadows at Farm Life Phase 3 Subdivision  
**PRESENTER:** Leonard McBryde, PE

**REQUEST:**

Accept the Deed of Dedication for the Meadows at Farm Life Phase 3 Subdivision.

**BACKGROUND:**

The construction of the water utilities at the Meadows of Farm Life have been completed and are ready for operation and acceptance by the County.

**IMPLEMENTATION PLAN:**

Accept the deed of dedication for the utilities and begin operation of the system.

**FINANCIAL IMPACT STATEMENT:**

The acceptance of ownership will place additional financial burden on the East Moore Water District which should be covered by the utility rate payers.

**RECOMMENDATION SUMMARY:**

Make a motion to accept the Deed of Dedication for the Meadows at Farm Life Phase 3 subdivision.

**SUPPORTING ATTACHMENTS:**

Deed

This instrument prepared by:

---

**STATE OF NORTH CAROLINA**

**DEED OF DEDICATION**

**COUNTY OF MOORE**

This DEED OF DEDICATION is made and entered into this 26<sup>th</sup> day of August, 2016, by and between James W. Caddell, Wolf Ram, Inc., with an office and place of business located at 3100 Vass Carthage Road, Carthage, NC 28327, and conducting business in Moore County, North Carolina, hereinafter referred to as "Grantor," and the County of Moore, a governmental entity created and existing under the laws of the State of North Carolina, with a mailing address of P.O. Box 905, Carthage, NC 28327, hereinafter referred to as "Grantee."

**WITNESSETH:**

**WHEREAS**, Grantor is the owner and developer of a tract or parcel located in the Carthage/McNeil Township, Moore County, North Carolina, known as "Meadows at Farm Life" (the "Property"); and

**WHEREAS**, Grantor has caused to be installed water and sewer pipelines under a portion of the Property, hereinafter described and referenced; and

**WHEREAS**, Grantor wishes to obtain water and/or sewer service from Grantee for the Property and to make water and/or sewer from Grantee's system available to individual owners; and

**WHEREAS**, Grantee has adopted through appropriate resolution stated policy regarding water distribution systems and/or sewer collection systems under the terms of which, among other things, in order to obtain water and/or sewer service for the Property, Grantor must convey title to the water distribution system and/or sewer collection system to Grantee through an instrument of dedication acceptable to Grantee.

**NOW, THEREFORE**, Grantor, in consideration of Grantee accepting said water and/or sewer pipelines and making water and/or sewer available to the Property, has conveyed by these presents and does hereby convey to Grantee, its lawful successors and assigns, the following described property:

All water and/or sewer pipelines, equipment, and apparatuses used in the water distribution system and/or sewer collection system that is constructed upon the property more fully depicted in the plat recorded at Plat Cabinet 16, Slide 911-912, which plat is hereby incorporated by reference as if fully set forth herein.

A perpetual and non-exclusive easement under, along, and upon the entire area of the roads, streets, and cul-de-sac rights-of-ways as depicted in the plat recorded at Plat Cabinet 16, Slide 911-912.

**TO HAVE AND TO HOLD** said property and easement above described together with the privileges and appurtenances thereto belonging to Grantee forever subject to the conditions herein expressed.

The easement is for the purposes of constructing, repairing, operating, and maintaining underground water and/or sewer pipelines. The Grantee shall have the right to go upon the Property with motor vehicles or other repair and maintenance equipment for the purposes of constructing, inspecting, maintaining, and repairing water and/or sewer pipelines. Where paved private streets, driveways, parking lots, fence, docks, shrubs, flowers, ornaments, etc. have been

installed within the easement, Grantee will not be responsible for the repair or replacement of such facilities which must be removed to facilitate repairs. Any excavations shall be backfilled to approximately the original grade and a stone surface placed in traffic areas. No fence, large shrubs, trees, docks, drives or parking areas shall be installed inside the easement without approval from the Grantee's Engineer. Building structures are not allowed within the easement without the approval of the Grantee's Engineer.

Furthermore, Grantor does hereby covenant that it is seized of said real property and personal property described above in fee simple and has the right to convey the same in fee simple, that the same are free and clear of encumbrances, and that it will warrant and defend the title to the same against all persons whomsoever.

Grantor agrees and understands that Grantee conditionally accepts the personal property and easement being dedicated by Grantor. Grantor is responsible for maintaining the personal property for ONE (1) year(s) following June 8, 2016. Beginning June 8, 2016, Grantee will have until May 8, 2017, to inspect the personal property and easement. Grantor will be provided with a list of items that must be resolved prior to the Grantee's final acceptance of the personal property and easement. If Grantor fails to resolve the items by June 8, 2017, as required by Grantee, then Grantee may, in its sole discretion, revoke this Deed of Dedication.

**IN WITNESS WHEREOF**, the Grantor has caused this instrument to be duly executed as of the day and year first written above.

James W. Caddell

Grantor's Name

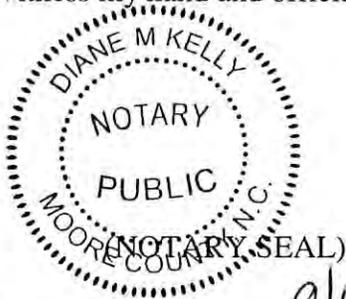
*James W. Caddell, President* (Seal)  
Grantor's Signature

**STATE OF NORTH CAROLINA**

**COUNTY OF MOORE**

I, a Notary Public of the County and State aforesaid, do hereby certify that James W. Caddell personally came before me this day, and I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a driver's license; and he has acknowledged that he is the Organizer of Wolf Ram, Inc., a North Carolina incorporated company (LLC, Inc., etc.), and that he, as Organizer, being authorized to do so, executed the foregoing on behalf of Wolf Ram, Inc.

Witness my hand and official seal, this 26<sup>th</sup> day of August, 2016.



Diane M. Kelly  
Signature of Notary Public

Diane Kelly  
Printed Name of Notary Public

My Commission Expires: 9/29/2020

**ACCEPTANCE OF DEED**

This Deed of Dedication and accompanying Affidavit was accepted by the Moore County Board of Commissioners on the \_\_\_\_ day of \_\_\_\_\_, 2016.

**COUNTY OF MOORE**

\_\_\_\_\_  
Nick J. Picerno, Chairman  
Moore County Board of Commissioners

**Attest:**

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

**STATE OF NORTH CAROLINA**

**AFFIDAVIT**

**COUNTY OF MOORE**

James W. Caddell, Wolf Ram, Inc., a North Carolina incorporated company (LLC, Inc., etc.) with an office and place of business in Moore County and conducting business in Moore County, North Carolina, hereinafter referred to as Affiant, being first duly sworn, hereby deposes and says under oath as follows:

1. That it is the owner of certain property located in Carthage Township, Moore County, North Carolina, known as "Meadows at Farm Life", containing lots numbered One (1) through NINETEEN (19), as more particularly described in a Deed of Dedication in favor of the County of Moore of even date herewith.
2. That it has caused to be installed water and/or sewer pipelines under and along the road right-of-ways for the property hereinafter described and referenced:

All water and/or sewer pipelines, equipment, and apparatuses used in the water distribution system and/or sewer collection system that is constructed upon the property more fully depicted in the plat recorded at Plat Cabinet 16, Slide 911-912, which plat is hereby incorporated by reference as if fully set forth herein.

3. All the work which has been performed in the construction and installation of said water and/or sewer pipelines described in paragraph 2, above, has been fully paid for and there are now no liens of any kind, including any lien for labor or material, against the subdivision property, which would in any way jeopardize title of Affiant to the property in said subdivision nor are there any legal actions pending against Affiant or any contractor arising out of any work performed in said subdivision or the water and/or sewer pipelines installed therein which would in any way jeopardize title to the subdivision or the water distribution system and/or sewer collection system located therein.

IN WITNESS WHEREOF, the Affiant has caused this instrument to be duly executed by its authorized officer, this the 26<sup>th</sup> day of August, 2016.

James W. Caddell  
Grantor's Name

*J. W. Caddell, President* (Seal)  
Grantor's Signature

STATE OF NORTH CAROLINA

COUNTY OF MOORE

Signed and sworn to before me this day by James W. Caddell.



*Diane M. Kelly*  
Signature of Notary Public

Diane Kelly  
Printed Name of Notary Public

My Commission Expires: 9/29/2020

**Agenda Item:** VIII.B.  
**Meeting Date:** September 6, 2016

**MEMORANDUM TO BOARD OF COMMISSIONERS:**

**FROM:** Misty Randall Leland, County Attorney  
Wayne Vest, County Manager

**DATE:** September 6, 2016

**SUBJECT:** Resolution Authorizing the Upset Bid Process for the “Bengston Property” also known as the “Thomas Land”

**REQUEST:**

For the Board of Commissioners to adopt a resolution accepting the negotiated offer of \$350,000 for certain real property owned by the County and referred to by it as the “Bengston Property,” having a description with the Moore County Tax Department as the “Thomas Land,” and being identified by Parcel ID/LRK #00014734, and authorizing the upset bid process.

**BACKGROUND:**

Peter Owen Bengston, a former resident of Moore County, passed away on March 9, 2014. In his will, he specified that his real property located in Moore County be left to the County “for the benefit of the Moore County Parks and Recreation Department to be used, or the proceeds of its sale to be used, for whatever purpose or purposes Moore County deems appropriate for the Moore County Parks and Recreation Department.”

The parcel of property he owned is referred to by the County as the “Bengston Property” and has a legal description with the Tax Department as the “Thomas Land.” The property is approximately 71.87 acres and has a physical address of 1947 Flowers Rd. in Eagle Springs, NC. Upon the property there is a 1,460 square foot house, a 1,660 square foot doublewide mobile home, and two outdoor storage units.

On June 16, 2015, the County of Moore recorded a non-warranty deed for the “Thomas Land.” The Moore County Board of Commissioners later accepted the property at their meeting on August 10, 2015.

On August 12, 2016, Mr. Jonathan Gregory Martin made an offer to the County to purchase the “Thomas Land” for \$350,000. The current tax value of the property is \$346,910.

**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. The County Board of Commissioners must approve the final high offer before the sale is closed, which it will do within 30 days after the final upset bid period has passed. Closing on the sale of the property will occur within 30 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 adopt the attached resolution acknowledging receipt of the offer of \$350,000 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 the “Bengston Property” also known as the “Thomas Land”
2. Map of the Property
3. Public Notice

**RESOLUTION AUTHORIZING THE UPSET BID PROCESS  
FOR THE “BENGSTON PROPERTY” ALSO KNOWN AS THE “THOMAS LAND”**

WHEREAS, the County of Moore owns certain real property with a physical address of 1947 Flowers Rd., Eagle Springs, NC; and

WHEREAS, the property is referred to by the County as the “Bengston Property,” has a description with the Moore County Tax Department as the “Thomas Land,” and is identified by Parcel ID/LRK #00014734; and

WHEREAS, the property was previously owned by Peter Owen Bengston, who passed away on March 9, 2014, and, through his will, left the property to the County of Moore “for the benefit of the Moore County Parks and Recreation Department to be used, or the proceeds of its sale to be used, for whatever purpose or purposes Moore County deems appropriate for the Moore County Parks and Recreation Department;” 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. Jonathan Gregory Martin in the amount of \$350,000.00 for the property described above; and

WHEREAS, Mr. Martin 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. Persons wishing to upset the offer that has been received shall submit a sealed bid with their offer to the office of Clerk to the Board within 10 days after the notice of sale is published. At the conclusion of the 10-day period, the Clerk to the Board shall open the bids, if any, and the highest such 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. 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. At that time, the amount of the final high bid shall be reported to the Board of Commissioners; 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; 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
  - The County must approve the final high bid before the sale is closed; and
  - Closing will occur within 30 days of approval of the final bid at the Office of the Moore County Attorney; 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

ADOPTED this 6th day of September, 2016, by the Moore County Board of Commissioners.

COUNTY OF MOORE

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Nick J. Picerno, Chairman  
Moore County Board of Commissioners

ATTEST:

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Laura M. Williams, Clerk to the Board

# BENGSTON PROPERTY (aka THOMAS LAND)



**PUBLIC NOTICE  
SALE OF COUNTY PROPERTY**

An offer of \$350,000.00 has been submitted for the purchase of certain real property owned by the County of Moore with a physical address of 1947 Flowers Rd., Eagle Springs, NC. The property is referred to by the County as the "Bengston Property," has a description with the Moore County Tax Department as the "Thomas Land," and is identified by Parcel ID/LRK #00014734.

The property is a 71.87-acre parcel located approximately 2,500 feet north-northeast of the intersection of Flowers Rd. and Mill Rd. and approximately 1,000 feet east of Flowers Rd. The property has four ponds upon it, one of which is a larger heart-shaped pond, all of which combined take up an estimated one-sixth of the property. Additionally, the following are located upon the property:

1. A house built in approximately 1970 with an approximate interior size of 1,480 square feet and with two additions having an approximate total size of 482 square feet;
2. A doublewide manufactured home built in approximately 1995 with an approximate interior size of 1,660 square feet and with two additions having an approximate total size of 592 square feet; and
3. Two storage buildings of undetermined size.

**Please take note that this property does not front Flowers Rd and lacks a recorded easement for ingress or egress.** A more detailed description of the property may be found in Deed Book 4505, Page 404, of the Moore County Register of Deeds.

**Any conveyance by the County of this property will be AS IS and without warranty, express or implied.**

Persons wishing to upset the offer that has been received shall submit a sealed bid with their offer to the office of the Clerk to the Board, 1 Courthouse Square, Carthage, NC 28327, by 5:00 P.M., September 19, 2016. At that time the clerk to the board shall open 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 \$367,600.00. 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 30 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:** IX.A.  
**Meeting Date:** 9/6/2016

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

**FROM:** Laura M. Williams, Clerk

**DATE:** 8/29/2016

**SUBJECT:** Appointments / Firefighters Relief Fund Board – Seven Lakes

**REQUEST:**

Appoint trustee to the Firefighters Relief Fund Board for Seven Lakes.

**BACKGROUND:**

Request has been made for appointment of Eddie Thomas to the Firefighters Relief Fund Board to fill a vacancy in one of the county commissioner appointed seats.

**IMPLEMENTATION PLAN:**

Clerk will make notification of appointment.

**RECOMMENDATION SUMMARY:**

Make a motion to appoint Eddie Thomas to the Firefighters Relief Fund Board for Seven Lakes.

**ATTACHMENTS:**

Request from Seven Lakes Deputy Chief  
House Bill 19

**SVEN LAKES VOLUNTEER FIRE & RESCUE DEPARTMENT INC.**

Post Office Drawer 588

West End, North Carolina 27376

TO: Moore County Board of Commissioner's

FROM: Deputy Chief ADM. Calvin Loy *CL*

August 17, 2016

Reference: Firefighter's Relief Fund Board Appointment

It is the duty of the County Commissioner's, to appoint a new Trustee when one can no longer serve on the "The Firefighter's Relief Fund Trustee Board". We submit for consideration the name of Eddie Thomas, to fill the number three position on the Trustee Board.

Please note that the filling of this, position need immediate attention, as we must file a report to the Office of State Fire Marshall by mid Sept.

Thank you in advance for your prompt attention.

**GENERAL ASSEMBLY OF NORTH CAROLINA**  
**SESSION 2015**

**SESSION LAW 2016-51**  
**HOUSE BILL 19**

AN ACT TO AMEND ARTICLE 84 OF CHAPTER 58 OF THE GENERAL STATUTES TO MAKE A TECHNICAL CORRECTION TO THE DEFINITION OF FIREFIGHTER TO INCLUDE FIREFIGHTERS EMPLOYED BY COUNTY FIRE MARSHAL OFFICES, TO CLARIFY THE AUTHORITY OF LOCAL BOARDS OF TRUSTEES TO PAY EXPENSES OF LOCAL FIREFIGHTERS' RELIEF FUNDS, TO UPDATE THE APPOINTMENT PROCEDURES FOR LOCAL FIREFIGHTERS' RELIEF FUND BOARDS OF TRUSTEES, TO CHANGE THE NAME OF THE NORTH CAROLINA STATE FIREMEN'S ASSOCIATION TO THE NORTH CAROLINA STATE FIREFIGHTERS' ASSOCIATION, AND TO CLARIFY THAT FIRE ALARMS THAT ARE UNINTENTIONAL AND RESULT IN NO DAMAGE ARE NOT CONSIDERED WHEN CALCULATING MINIMUM RESPONSE REQUIREMENTS FOR INITIAL RATING OR CLASSIFICATION UNDER G.S. 58-36-10(3).

The General Assembly of North Carolina enacts:

**SECTION 1.** G.S. 58-84-5(3a) reads as rewritten:

"(3a) ~~Firefighter or Fireman~~ Firefighter. – Any person who meets all of the following requirements:

- a. Is a volunteer, employee, contractor, or member of a rated and certified fire ~~department~~ department, or employee of a County Fire Marshal's Office whose sole duty is to act as fire marshal, deputy fire marshal, assistant fire marshal, or firefighter of the county.

...."  
**SECTION 2.** G.S. 58-84-25(d) reads as rewritten:

"(d) Administration. – These funds shall be held by the treasurer of a fire district as a separate and distinct fund. The fire district shall immediately pay the funds to the treasurer of the local board of trustees upon the treasurer's election and qualification, for the use of the board of trustees of the ~~firemen's local relief fund~~ local Firefighters' Relief Fund in each fire district to be used by it for the purposes provided in G.S. 58-84-35."

**SECTION 3.** G.S. 58-84-30 reads as rewritten:

**"§ 58-84-30. Trustees appointed; organization.**

For each county, town or city complying with and deriving benefits from the provisions of this Article, there shall be appointed a local board of trustees, known as the trustees of the local Firefighters' Relief Fund, to be composed of five members, two of whom shall be elected by the members of the local fire department who are qualified as beneficiaries of such fund, two of whom shall be elected by the mayor and board of aldermen or other local governing body, and one of whom shall be named by the Commissioner of Insurance. Their selection and term of office shall be as follows:

- (1) The members of the fire department shall hold an election ~~each January to elect their two representatives to above board. In January 1950, the firefighters shall elect one member to serve for two years and one member to serve for one year, then each year in January thereafter, they shall elect only one member and his term of office shall be for two years. the board to serve at the pleasure of the members of the department. The elected representatives may serve until their resignation or until the department holds an election to replace them. Members-Board members~~ elected pursuant to this ~~section~~ subdivision shall be either (i) residents of the fire district or (ii) active or retired members of the fire department.



- (2) ~~The mayor and board of aldermen or other local governing body shall appoint, in January 1950, appoint two representatives to above board, one to hold office for two years and one to hold office for one year, and each year in January thereafter they shall appoint only one representative and his term of office shall be for two years. the board to serve at the pleasure of the governing body. Members-Board members appointed pursuant to this section subdivision shall be residents of the fire district.~~
- (3) ~~The Commissioner of Insurance shall appoint one representative to serve as trustee and he who shall serve at the pleasure of the Commissioner. The member appointed pursuant to this section subdivision shall be either (i) a resident of the fire district or (ii) an active or retired member of the fire department.~~

All of the above trustees shall hold office for their elected or appointed time, or until their successors are elected or appointed, and shall serve without pay for their services. They shall immediately after election and appointment organize by electing from their members a chairman and a secretary and treasurer, which two last positions may be held by the same person. The treasurer of said board of trustees shall give a good and sufficient surety bond in a sum equal to the amount of moneys in his hand, to be approved by the Commissioner of Insurance. The cost of this bond may be deducted by the Insurance Commissioner from the receipts collected pursuant to G.S. 58-84-10 before distribution is made to local relief funds. If the chief or chiefs of the local fire departments are not named on the board of trustees as above provided, then they shall serve as ex officio members without privilege of voting on matters before the board."

**SECTION 4.** G.S. 58-84-33(a) reads as rewritten:

**"§ 58-84-33. Maximum fund balances.**

(a) The balance of a local fire department's ~~Firefighter's~~Firefighters' Relief Fund for a given year shall not exceed the product of multiplying the number of members on the department's roster as of January 1 for that year by the sum of two thousand five hundred dollars (\$2,500)."

**SECTION 5.** G.S. 58-84-35(a) reads as rewritten:

**"§ 58-84-35. Disbursement of funds by trustees.**

(a) The board of trustees shall have entire control of the funds derived from the provisions of this Article, and shall disburse the funds only for the following purposes:

- ...
- (8) To cover necessary management and investment costs that are reasonable and appropriate in relation to the assets, purpose, and financial security of the local Firefighters' Relief Fund."

**SECTION 6.** Chapter 251 of the Private Laws of 1889 is hereby amended by replacing the words "North Carolina State Firemen's Association" with the words "North Carolina State Firefighters' Association."

The entity formerly known as the North Carolina State Firemen's Association, and now known as the North Carolina State Firefighters' Association, is hereby authorized to amend its corporate documents to conform them to the association's new name by an appropriate filing with the Secretary of State.

The Revisor of Statutes is hereby authorized to replace any occurrences in the General Statutes of the words "North Carolina State Firemen's Association," "North Carolina Firemen's Association," "State Firemen's Association," or any reasonable derivative thereof, with the words "North Carolina State Firefighters' Association," including the following sections of the General Statutes: G.S. 58-2-121, 58-78-1, 58-80-5, 58-80-25, 58-80-60, 58-84-5, 58-84-25, 58-84-33, 58-84-35, 58-84-40, 58-84-41, 58-84-46, 58-84-50, 58-84-52, 58-85-1, 58-85-10, 58-85-20, 58-85-25, 58-85-30, 58-85-35, 58-86-25, 58-87-10, 135-27, 143-136, 143B-1401, 166A-26, and 166A-69.

**SECTION 7.** G.S. 58-36-10(3) reads as rewritten:

- (3) In the case of property insurance rates under this Article, consideration may be given to the experience of property insurance business during the most recent five-year period for which that experience is available. In the case of property insurance rates under this Article, consideration shall be given to the insurance public protection classifications of fire districts established by the Commissioner. The Commissioner shall establish and modify from time

to time insurance public protection districts for all rural areas of the State and for cities with populations of 100,000 or fewer, according to the most recent annual population estimates certified by the State Budget Officer. In establishing and modifying these districts, the Commissioner shall use standards at least equivalent to those used by the Insurance Services Office, Inc., or any successor ~~organization-organization~~, except that fire alarms that are unintentional or the result of malfunction and result in no damage or fire shall not be considered in calculating minimum response requirements for initial rating or classification. The standards developed by the Commissioner are subject to Article 2A of Chapter 150B of the General Statutes. The insurance public protection classifications established by the Commissioner issued pursuant to the provisions of this Article shall be subject to appeal as provided in G.S. 58-2-75, et seq. The exceptions stated in G.S. 58-2-75(a) do not apply."

**SECTION 8.** This act becomes effective July 1, 2016.

In the General Assembly read three times and ratified this the 23<sup>rd</sup> day of June, 2016.

s/ Daniel J. Forest  
President of the Senate

s/ Tim Moore  
Speaker of the House of Representatives

s/ Pat McCrory  
Governor

Approved 9:16 a.m. this 30<sup>th</sup> day of June, 2016

**Agenda Item:** IX.B.  
**Meeting Date:** 9/6/2016

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

**FROM:** Laura M. Williams, Clerk  
**DATE:** 8/29/2016  
**SUBJECT:** Appointments / Fire Commission

**REQUEST:**

Appoint new chief member representing West region on the Moore County Fire Commission.

**BACKGROUND:**

Steve Melone was serving as the fire chief member representing the West region on the Moore County Fire Commission. He has resigned as fire chief and the West region chiefs have recommended Chief Erik Stromberg of the West End Fire Department to serve Mr. Melone's unexpired term.

**IMPLEMENTATION PLAN:**

Clerk will make notification of appointment and update records.

**RECOMMENDATION SUMMARY:**

Make a motion to appoint Chief Erik Stromberg as the chief representative of the West region on the Moore County Fire Commission to fill the unexpired term of Steve Melone through November 30, 2016.

**ATTACHMENTS:**

Letter from Moore Co. Chiefs' Association

**MOORE COUNTY**



**CHIEFS' ASSOCIATION**

August 17, 2016

Moore County Board of Commissioners  
PO Box 905  
Carthage, NC 28327

Commissioners:

On Friday, July 15, 2016, I received notification from Steve Melone, Seven Lakes Fire Department and the West Region Chief representative, that he resigned his position as Fire Chief of the Seven Lakes Fire Department. Subsequently, Chris King assumed the position of Fire Chief of the Seven Lakes Fire Department.

As a result, the Chief's representing the Departments in the West region have met and have chosen to recommend Erik Stromberg, Fire Chief, West End Fire Department to represent the West region on the Fire Commission for the balance of the term. His contact information is below.

- West – Erik Stromberg (West End)      [etstromberg@gmail.com](mailto:etstromberg@gmail.com)      910-639-2683

Thank you in advance for your support of the West region representative selected by the West region chiefs and their efforts with supporting the Moore County Fire Commission.

Sincerely,

A handwritten signature in cursive script that reads "Richard Lambdin".

Richard Lambdin  
President

Copy: Bryan Phillips, Director, Moore County Public Safety  
All Moore County Chief's

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P.O. Box 999 Vass, NC 28394

**President:** Richard Lambdin    **Vice President:** Hampton Williams  
**Treasurer:** Kenny Mackey    **Secretary:** Mike Cameron

**Agenda Item:** IX.C.  
**Meeting Date:** 9/6/2016

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

**FROM:** Laura M. Williams, Clerk

**DATE:** 8/29/2016

**SUBJECT:** Appointments / DSS Board

**REQUEST:**

Reappoint member to the Department of Social Services Board of Directors.

**BACKGROUND:**

The current term of service for Commissioner Graham on the DSS Board expires this month. Commissioner Graham is willing to continue service.

**IMPLEMENTATION PLAN:**

Clerk will make notification of appointment and update records.

**RECOMMENDATION SUMMARY:**

Make a motion to reappoint Commissioner Graham to the DSS Board for a three-year term commencing October 1, 2016 and expiring September 30, 2019.

**Agenda Item:** IX.D.  
**Meeting Date:** 9/6/2016

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

**FROM:** Laura M. Williams, Clerk  
**DATE:** 8/26/2016  
**SUBJECT:** Appointments / Airport Authority

**REQUEST:**

Appoint member to the Moore County Airport Authority.

**BACKGROUND:**

The current term of service for Airport Authority member Dr. Mark Brenner expires this month. Dr. Brenner has served one term.

**IMPLEMENTATION PLAN:**

Clerk will make notification of appointment and update records.

**RECOMMENDATION SUMMARY:**

Make a motion to appoint a member to the Moore County Airport Authority for a four-year term commencing October 1, 2016 and expiring September 30, 2020.

**ATTACHMENTS:**

Airport Authority Appointment Applications

Mark Brenner

RECEIVED  
4/21/16

by: [signature]

Moore County Advisory Boards  
Appointment Application

The Moore County Board of Commissioners encourages you to participate in county government by serving on one of the following advisory boards. The purpose of an advisory board is to assist the County Commissioners in making effective decisions concerning local projects and issues which will improve the quality of life in our community. If you are interested in being appointed, please complete this form and forward, along with any relevant attachments (such as a resume) to the address below, or email to [clerktoboard@moorecountync.gov](mailto:clerktoboard@moorecountync.gov) :

County of Moore  
Attention: Laura M. Williams  
Clerk to the Board  
P.O. Box 905  
Carthage, NC 28327

More information can be obtained at [www.moorecountync.gov](http://www.moorecountync.gov) or by calling 910-947-6403. Please note that the information you submit is public record.

Please check the following advisory board(s) in which you are interested in serving. If you are interested in more than one board, please numerically rank according to your strongest preference.

- ABC Board
- Animal Cruelty Officers
- Citizens' Pet Responsibility
- Criminal Justice Partnership
- Human Resources Appeals
- Juvenile Crime Prevention
- Nursing & Adult Care Home
- Recreation Advisory Board
- Small Area Planning (Area A)
- Tax Equalization & Review
- Aging Advisory Council
- Board of Adjustment
- Community College Trustees
- Emergency Services
- Industrial Facilities
- Library Trustees
- Planning Board
- RSVP Advisory Council
- Social Services Board
- Transportation Services
- Airport Authority
- Child Protection Team
- Convention Visitors Bureau
- Health Board
- Jury Commission
- Local Emergency Planning
- Pleasant Living Healthcare
- Sandhills Center Area Board
- Subdivision Review Board
- Workforce Development Bd

Name MARK BRENNER  
 Home Address 3269 Hoffman Road, Jackson Springs NC  
 Home Phone 910 291 3546 Work/Cell Phone 910 987 7042  
 Email mbrenner@pinehurst-surgical.com Occupation physician

Background Qualifications  
I have completed 4 years as an airport board member. I would like to remain actively involved.  
 Signature Brenner Date 4/13/16

Skip Gebhardt

**Advisory Board Appointment Application**

**First Name:** Robert  
**Last Name:** Gebhardt  
**Mailing Address:** 25 Lakeview Drive, Whispering Pines, NC 28327  
**Home Phone:** 910-949-0443  
**Work/Mobile Phone:** 910-215-7702  
**Email Address:** skipgebhardt@earthlink.net  
**Occupation:** Attorney

**Background Qualifications:** College - Albany (NY), Law School - Georgetown Law, graduated with high honors, Editor of the Georgetown Law Journal.  
Senior Vice President and General Counsel, Lincoln First Banks, Inc. Largest bank holding company headquartered in upstate NY, subsequently acquired by Chase.  
Partner in Charge of Miami Office of Goldman Goldstein Kessler and Underberg - 50 attorney law firm headquartered in Rochester NY.  
Owner of Gebhardt Law Offices in Naples NY  
Partner in the Naples Office of Porter Wright Morris and Arthur, nation wide law firm with 275 attorneys. Specialized in banking, real estate and commercial litigation.  
Who's Who in America  
Who's Who in American Law.  
Former member of Whispering Pines Village Council

**Please check the following boards/committees on which you are interested in serving:**  
Airport Authority

**If you are interested in serving on more than one board/committee, please use the box below to number your selections by preference:**

Barry Lerman

Moore County  
Advisory Board/Committee Appointment Application

RECEIVED  
6/6/16  
by jmw

The Moore County Board of Commissioners encourages you to participate in Moore County government by serving on an advisory board/committee. The purpose of these boards/committees is to assist the County Commissioners in making effective decisions concerning local issues and projects which will improve the quality of life in our community. If you would like to be considered for appointment to a board/committee, please complete this form and forward it, along with any relevant attachments (such as a resume) to the address below, or email it to [clerktoboard@moorecountync.gov](mailto:clerktoboard@moorecountync.gov).

County of Moore  
Attention: Laura M. Williams, Clerk  
P.O. Box 905  
Carthage, NC 28327

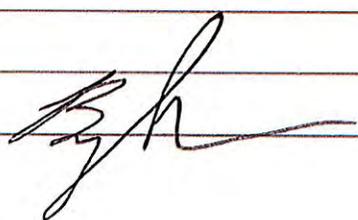
More information can be obtained at [www.moorecountync.gov/boc](http://www.moorecountync.gov/boc) or by calling 910-947-6403. Please note that information you submit may be public record.

Please check the following boards/committees on which you are interested in serving. If you are interested in more than one, please numerically rank.

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> ABC Board                    | <input type="checkbox"/> Fire Commission           | <input type="checkbox"/> Recreation Advisory Board   |
| <input type="checkbox"/> Aging Advisory Council       | <input type="checkbox"/> Health Board              | <input type="checkbox"/> RSVP Advisory Council       |
| <input checked="" type="checkbox"/> Airport Authority | <input type="checkbox"/> Human Resources Appeals   | <input type="checkbox"/> Sandhills Center Area Board |
| <input type="checkbox"/> Animal Cruelty Officer       | <input type="checkbox"/> Jury Commission           | <input type="checkbox"/> Social Services Board       |
| <input type="checkbox"/> Animal Operations Board      | <input type="checkbox"/> Juvenile Crime Prevention | <input type="checkbox"/> Subdivision Review Board    |
| <input type="checkbox"/> Board of Adjustment          | <input type="checkbox"/> Library Trustees          | <input type="checkbox"/> Tax Equalization/Review     |
| <input type="checkbox"/> Citizens' Pet Responsibility | <input type="checkbox"/> Local Emergency Planning  | <input type="checkbox"/> Transportation Services     |
| <input type="checkbox"/> Community College Trustees   | <input type="checkbox"/> Nursing/Adult Care Home   | <input type="checkbox"/> Workforce Development       |
| <input type="checkbox"/> Convention & Visitors Bureau | <input type="checkbox"/> Planning Board            |  |

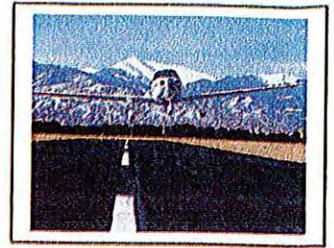
NAME BARRY S. LERMAN  
MAILING ADDRESS 820 LAKE FOREST DR SE PINEHURST, NC 28374  
HOME PHONE 910-215-0804 -WORK/MOBILE PHONE 203-233-8050  
EMAIL BARRY.LERMAN@GMAIL.COM OCCUPATION RETIRED BUSINESS OWNER

BACKGROUND QUALIFICATIONS \_\_\_\_\_  
SEE ATTACHED

SIGNATURE  DATE MAY 31, 2016



## BARRY S LERMAN



I am a retired business executive having had a 30+ year record of business management - graduated from college with a business degree in finance and built 2 businesses from ground start and grew one having purchased it later in my career. I managed and owned these 3 different businesses at the same time and had responsibility for over 200 employees.

Two of the businesses were very successfully sold in 2012 and the last business was successfully sold in 2014.

My wife and I currently own two airplanes - a single engine high performance prop plane and a twin-engine light jet - and have both based at the Moore County airport.

I have been flying for over 18 years and have accumulated over 2300 hours earning private pilot, instrument, multi, commercial and ATP(airline transport pilot) certificates and ratings including a single pilot jet type rating.

My avocation as a pilot along with my long history as a successful business owner make me uniquely qualified to view all aspects of the Moore County Airport operation from a stakeholder (tenant) perspective as well as an entrepreneur with leadership skills.

I have attended Moore County Airport Authority monthly public meetings on a regular basis. In those meetings, I have come to believe that the direction of the authority is improperly focused. The airport needs to evaluate the many different ways that it operates.

I see the airport as 4 functions currently. It is a rental property manager (the hangars and offices), a flight school; a maintenance facility and lastly, an FBO servicing the community and the visitors.

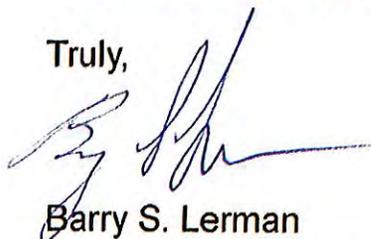
May 27, 2016

There are many ways to improve on each of these areas. We need to examine the best ways to get more traffic into Moore County so that others can experience the wonderful slice of heaven we have here. I have many ideas to help in this area.

Because I travel often to many other airports, I see many local small county airports as well as large international airports and everything in between. I believe I can impart some of the wisdom I gain at those airports on our own here and make Moore County Airport a vibrant, relevant community airport.

Thank you for your consideration. I would be happy to discuss further if you have any questions.

Truly,



Barry S. Lerman  
820 Lake Forest Drive SE  
Pinehurst, NC 28374  
Home: 910-215-0804  
Cell: 203-233-8050  
Email: [barry.lerman@gmail.com](mailto:barry.lerman@gmail.com)

820 LAKE FOREST DR SE • PINEHURST, NC • 28374  
PHONE: 910-215-0804 • CELL: 203-233-8050  
EMAIL: [BARRY.LERMAN@GMAIL.COM](mailto:BARRY.LERMAN@GMAIL.COM)

Sean McCormick

**Advisory Board Appointment Application**

**First Name:** Sean  
**Last Name:** McCormick  
**Mailing Address:** 570 Hill Rd. Southern Pines, NC 28387  
**Home Phone:** 910-246-0358  
**Work/Mobile Phone:** 931-809-0405  
**Email Address:** smccormick500@gmail.com  
**Occupation:** US Army, Executive Officer and Pilot

**Background Qualifications:** Please see resume, emailed separately.

**Please check the following boards/committees on which you are interested in serving:**  
Airport Authority

**If you are interested in serving on more than one board/committee, please use the box below to number your selections by preference:**

# SEAN McCORMICK

931-809-0405 | smccormick500@gmail.com | <https://www.linkedin.com/in/scmccormick>

## PROFESSIONAL PROFILE

Highly accomplished Manager, Instructor, Team Leader and Pilot with a unique background in Joint Special Operations.

## SUMMARY OF QUALIFICATIONS

Executive Leadership, Government Flight Representative, Project Management, Strategic Communications, Public Speaking, Lean Six Sigma, Commercial Airplane and Helicopter Pilot, Certified Flight Instructor, Top-Secret Clearance

## PROFESSIONAL EXPERIENCE

**United States Army Special Operations Command Flight Company** **Ft. Bragg, NC 2016-Present**

### *Executive Officer and VIP Airplane Pilot*

- Streamline aviation support to the Commanding General, United States Army Special Operations Command by providing dedicated aviation support into the Nation's busiest and most restrictive airspace during 'on call' missions.
- Manage 7 senior ranking Department of the Army Civilians. Provide individual quarterly counseling and annual evaluation reports. Supervise the accuracy of labor reporting and finalize wages disbursement on a weekly basis.
- Forecast and allocate annual funds in excess of \$4 million in order to sustain 15 specially modified Army airplanes and helicopters based at two separate US locations with the capability to operate on a global basis.

**United States Army Special Operations Aviation Command** **Ft. Bragg, NC 2014-2016**

### *Special Operations Aviation Advisor*

- Graduate of the Defense Institute of Security Assistance Management and charged with conducting United States Security Cooperation missions in several high threat areas across South East Asia.
- Strengthened military relations with Thailand by providing aviation training and safety expertise to key leadership at the Royal Thai Military flight school.
- Designed and formalized new job positions to facilitate the hiring of 8 additional personnel within the Special Operations Aviation Command, in order to facilitate the demanding Aviation Advisor deployment schedule.

**160<sup>th</sup> Special Operations Aviation Regiment** **Ft. Campbell, KY 2002-2014**

### *Pilot in Command and Flight Instructor in MH-6 "Little Bird" Light Assault Helicopter*

- Highly qualified as 1 of 15 Pilots entrusted to fly America's most elite commandos in a joint Special Operations Task Force uniquely designated as the 'National Mission Force'.
- Dedicated to thwarting global terrorist networks during 24 separate worldwide combat deployments. Directly participated flying in helicopter assault missions during the apprehension of numerous High Value Targets.
- Committed to excellence while leading, training and mentoring junior pilots. Consistently rated as the top 1% of US Army Special Operations Aviators, and frequently selected over peers for critical leadership positions.

### *Aviation Liaison Officer to Special Forces*

- Subject Matter Expert selected to simplify coordination and efficiently allocate resources as a highly vetted and specially selected Liaison Officer to the Army's premier Counter Terrorist Special Mission Unit.
- Advanced negotiations through international and cultural boundaries under time-sensitive constraints to secure the use of restricted air space and diplomatic clearances, during the emergency evacuation of a US embassy.
- Influenced executive management to fund multimillion-dollar biannual maritime training events, which provided vital US Navy ship allocation in preparation for global contingency planning and response.

### *Operations Manager*

- Expertly consulted with executive management to accomplish complex goals related to national security objectives, while governing a 2,400-hour annual flying program with a 100% aircraft operational rate.
- Developed critical guidelines and implemented a digital scheduling portal for a special use airport, which improved flight safety and reduced unit operational fuel costs by 20%.
- Effectively directed over 50 multifaceted aviation operations involving complex asset distribution of specialty aircraft and equipment. In all instances, "no-fail" timelines were routinely planned and executed down to the second.

**United States Army - Diverse Assignments**

1992-2002

**Scout Reconnaissance Pilot**

- Pilot-in-Command and Instructor Pilot in a technologically advanced, armed helicopter.
- Patrolled 'No Fly Line' and other areas near the highly sensitive Demilitarized Zone (DMZ) in South Korea.
- Ensured unit readiness for real world aviation contingency missions in a consistently unstable geopolitical climate.

**Small Unit Leader**

- Sniper Team Leader and Jumpmaster with 3<sup>rd</sup> Battalion 75<sup>th</sup> Ranger Regiment, Ft. Benning, GA
- John F. Kennedy Special Warfare Center and School, **Honor Graduate**
- US Army Ranger School Graduate

**Education**

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Stanford University Graduate School of Business, Ignite Program	Stanford, CA, 2016
Cornell University, Executive Leadership Program	Cornell, NY, 2015
US Army Warrant Officer Career College	Ft. Rucker, AL 2010
Excelsior College, B.S. Liberal Studies	Albany, NY, 2007
US Army Aviation Officer School, <b>Leadership Award Recipient</b>	Ft. Rucker, AL, 1997
Keystone College, A.A. Business Management	La Plume, PA, 1991

**Certifications and Affiliations**

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Certified Flight Instructor-Instrument (CFII), Federal Aviation Administration  
 Commercial Pilot, Multi-Engine Airplane and Helicopter, Federal Aviation Administration  
 Certified Aircraft Appraiser (NCA), National Aircraft Appraisers Association  
 Certified Professional Maintenance Manager (CPMM), Association for Facilities Engineering  
 Certified Knowledge Management Integrator, The International Knowledge Management Institute  
 Lean Six Sigma Yellow Belt Certification  
 National Business Aviation Association  
 Helicopter Association International  
 Army Aviation Association of America  
 The Ranger Regiment Association

**Volunteer Experience**

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Board Member, Town of Southern Pines, North Carolina, 2016  
 Mentor/Tutor, Community In Schools of Moore County North Carolina, 2016  
 Mentor/Tutor, Cumberland County North Carolina School District, 2016  
 Operations Coordinator, Moore County Airport, Professional Golfers Association 2014 US Open  
 Helicopter Pilot, Rutherford County North Carolina Sheriff's Department, 2011-Present

Ron Utley

Moore County  
Advisory Board/Committee Appointment Application

Received  
8/2/15

The Moore County Board of Commissioners encourages you to participate in Moore County government by serving on an advisory board/committee. The purpose of these boards/committees is to assist the County Commissioners in making effective decisions concerning local issues and projects which will improve the quality of life in our community. If you would like to be considered for appointment to a board/committee, please complete this form and forward it, along with any relevant attachments (such as a resume) to the address below, or email it to [clerktoboard@moorecountync.gov](mailto:clerktoboard@moorecountync.gov).

County of Moore  
Attention: Laura M. Williams, Clerk  
P.O. Box 905  
Carthage, NC 28327

More information can be obtained at [www.moorecountync.gov/boc](http://www.moorecountync.gov/boc) or by calling 910-947-6403. Please note that information you submit may be public record.

Please check the following boards/committees on which you are interested in serving. If you are interested in more than one, please numerically rank.

- |  |   |   |
|--|---|---|
| <input checked="" type="checkbox"/> ABC Board                  | <input type="checkbox"/> Fire Commission                      | <input type="checkbox"/> Recreation Advisory Board              |
| <input type="checkbox"/> Aging Advisory Council                | <input type="checkbox"/> Health Board                         | <input type="checkbox"/> RSVP Advisory Council                  |
| <input checked="" type="checkbox"/> Airport Authority          | <input checked="" type="checkbox"/> Human Resources Appeals   | <input checked="" type="checkbox"/> Sandhills Center Area Board |
| <input type="checkbox"/> Animal Cruelty Officer                | <input type="checkbox"/> Jury Commission                      | <input type="checkbox"/> Social Services Board                  |
| <input type="checkbox"/> Animal Operations Board               | <input checked="" type="checkbox"/> Juvenile Crime Prevention | <input type="checkbox"/> Subdivision Review Board               |
| <input type="checkbox"/> Board of Adjustment                   | <input type="checkbox"/> Library Trustees                     | <input type="checkbox"/> Tax Equalization/Review                |
| <input type="checkbox"/> Citizens' Pet Responsibility          | <input type="checkbox"/> Local Emergency Planning             | <input type="checkbox"/> Transportation Services                |
| <input checked="" type="checkbox"/> Community College Trustees | <input type="checkbox"/> Nursing/Adult Care Home              | <input checked="" type="checkbox"/> Workforce Development       |
| <input type="checkbox"/> Convention & Visitors Bureau          | <input checked="" type="checkbox"/> Planning Board            |   |

NAME Ron Utley

MAILING ADDRESS 1302 Devonshire Trl Aberdeen NC 28315

HOME PHONE 919-434-6380 WORK/MOBILE PHONE 919-434-6380

EMAIL ronutley@live.com OCCUPATION Notary Instructor / Soc Studies / Science Teacher

BACKGROUND QUALIFICATIONS B.A. Business Admin, Minor Housing - B.A. Education -  
Veteran U.S. Army Services, Aberdeen Planning Board

SIGNATURE Ron Utley DATE August 1, 2015

**Ronald Lee Utley**  
1302 Devonshire Trail  
Aberdeen, North Carolina 28315  
ronutley@live.com  
919-434-6380

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### **Professional Summary**

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- Energetic, tenacious, and goal oriented professional with nearly twenty years in education and business management field.
- Strong interpersonal skills in working with a diverse group of people with the ability to assess and implement changes that positively impact operational environments. Able to quickly and effectively diffuse tense situations with employees, customers or suppliers.
- Well-developed communication skills that build lasting client and company relationships.
- Proven expertise in management focused on learning activities, behavioral and conflict management of juvenile delinquents.

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### **Areas of Expertise**

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- |                                    |                                     |
|------------------------------------|-------------------------------------|
| • Leadership                       | • Investment Real Estate Management |
| • Communication                    | • Computer Technology               |
| • Childhood and Adult Education    | • Microsoft Project Software        |
| • Behavior and Conflict Management | • Business Management               |

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### **Selected Accomplishments**

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- Current completion rate for the Computer Application Technology course is 95%
- Successfully graduate thirty six students which is a total 216 students each year.

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### **Employment History**

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#### **EDUCATION**

##### **Higher Education Instructor**

**Richmond Community College, Hamlet, NC**

**2003 - 2014**

Responsibilities include:

- Instructs in the area of basic computing skills through a course curriculum for "Computers in the Workplace".
- Supervises and instruct thirty six (36) inmates towards the completion or course work in obtaining a certification in Computer Technology. Provide mentorship and evaluations of student progress and constructive feedback on student performance during course. Successfully increased retention rates and course completion rates year over year.
- Plans, organizes and directs student commencement exercises held every 8 weeks upon course completion.
- Teaches employability skills to youth offenders in the Department of Corrections.
- Teaches applicants for Notary Public on requirements to complete certification for licensing in the state of North Carolina

##### **Higher Education Instructor**

**Sandhills Community College, Pinehurst, NC**

**1993 - 2003**

Responsibilities included:

- Instructed in the area of basic computing skills utilizing Microsoft Office Suite and Web Page Design.
- Taught employability skills to youth offenders in the Department of Corrections.
- Taught applicants for Notary Public requirements to complete certification for licensing in the state of North Carolina

**Secondary Education Teacher****Aberdeen Middle School, Aberdeen, NC****1992 - 1993**

Responsibilities included:

- Developed and planned teaching materials. Provided classroom instructions to students. Prepared course of study to fit the needs and abilities of the students..
- Developed and instructed age-appropriate lesson plans that encourage physical, emotional, social, and academic growth. Maintain individual portfolios and narrative reports on areas needing improvement. Interact extensively with parents to provide regular progress reports.

**MILITARY SERVICE****United States Army****1989 - 1998**

Served as a Chemical Operations Specialist in active duty and a Communication Specialist in Reserve duty.

- Stationed in Saudi Arabia and participated in combat during Operation Desert Shield/Storm.
- Responsibilities included managing staffing and training for over 300 military personnel in the area of NBC warfare.

**HOUSING MANAGEMENT****Investment Property Owner****Various Properties in GA and NC****1997 - Present**

Owns and manages multiple rental properties over 2 states. Negotiates lease agreements, qualifies prospective tenants for rental properties, ensure properties are well maintained and in full operating condition, inspects dwellings and continually seeks new and appropriate properties for acquisition. Utilizes strong interpersonal communication skills to build loyalty among tenants to provide stability of rental properties.

**Management Trainee****Winston-Salem Housing Authority****Winston-Salem, NC****1989 - 1990**

Functioned as a management trainee with responsibilities for home inspections and appraisals of apartment units. Duties also included managing lease evaluations, bookkeeping and resolving tenant requests and complaints.

**Southern Pines Housing Authority Community Center****Southern Pines, NC****1984 - 1986**

Initially, volunteered as a tutor in mathematics for secondary school age children. Later, promoted to supervisor position with responsibilities of managing and supervising other volunteer staff personnel.

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**Professional Certification**

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Licensed Notary Public  
Certified Notary Public Instructor  
Licensed/Certified Elementary Education

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**Education**

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**Winston-Salem State University**

Winston-Salem, North Carolina

Business Administration (B.A.)

Housing Management (Minor)

December 1990

**Saint Andrews Presbyterian College**

Laurinburg, North Carolina

Elementary Education (License and Certification)

**United States Army**

Chemical Operations Specialist

November 1990 - March 1996

*References Available Upon Request*