



MOORE COUNTY BOARD OF COMMISSIONERS

TUESDAY, FEBRUARY 2, 2016

REGULAR MEETING

CALL TO ORDER

4:30 P.M. – CLOSED SESSION – *if needed*

5:30 P.M. – INVOCATION

PLEDGE OF ALLEGIANCE

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

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

II. ADDITIONAL AGENDA

III. RECOGNITIONS

IV. PRESENTATIONS

A. Public Safety Update (*Bryan Phillips*)

B. Sandhills Center Quarterly 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. Advertisement of Tax Liens on Real Property

B. Budget Amendments

C. Soil and Water Conservation Agreement Amendment

VI. PUBLIC HEARINGS

A. Call to Public Hearing/Planning – Rezoning Request – Pinesage Solar Farm: Residential and Agricultural-5 (RA-5) and Highway Commercial (B-2) to Rural Agricultural (RA) (*Debra Ensminger*)

VII. OLD BUSINESS

- A. Planning – Rezoning Request from Pine Valley Solar: Residential and Agricultural 40 (RA-40) to Rural Agricultural (RA) (*Debra Ensminger*)

VIII. NEW BUSINESS

- A. Social Services – Approval of Amendment #1 to Contract with Right Foundation, Inc. (*John Benton*)
- B. Administration – Approval of Amended Animal Operations Advisory Board Bylaws (*Wayne Vest/Misty Leland*)

IX. APPOINTMENTS

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

X. ADDITIONAL AGENDA

XI. MANAGER’S REPORT

XII. COMMISSIONERS’ COMMENTS

ADJOURNMENT

COMMISSIONERS’ UPCOMING MEETINGS/EVENTS:

- **JCPC**, Thursday, February 4, 8:30am (Graham)
- **Employee Service Award Luncheon**, Thursday, February 4, 12:00pm
- **RSVP Advisory Council**, Thursday, February 4, 3:00pm (Daeke)
- **Partners Executive Board**, Friday, February 5, 8:00am (Saunders)
- **Partners Full Board**, Tuesday, February 9, 8:00am (Graham & Saunders)
- **Airport Authority**, Tuesday, February 9, 10:00am (Ritter)
- **Pre-Agenda Meeting**, Wednesday, February 10, 9:00am (Ritter & Picerno)
- **Drug Free Moore County**, Thursday, February 11, 8:30am (Ritter)
- **Local Emergency Planning**, Thursday, February 11, 11:00am (Ritter)
- **Fire Commission**, Thursday, February 11, 6:00pm (Ritter)
- **Chamber Annual Banquet**, Thursday, February 11, 6:00pm
- **DSS Board**, Wednesday, February 17, 3:00pm (Graham)
- **CVB Board**, Thursday, February 18, 4:00pm (Saunders)
- **Aging Advisory Council**, Tuesday, February 23, 8:30am (Saunders)
- **Pre-Agenda Meeting**, Wednesday, February 24, 9:00am (Graham & Picerno)
- **Animal Operations**, Thursday, February 25, 6:00pm (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 5th day of March 2007 by a 5 to 0 vote of the Moore County Board of Commissioners.

Revised on the 7th day of April 2015.

Agenda Item: IV. A.
Meeting Date: 2/2/2016

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: D. Bryan Phillips
DATE: 25 January 2016
SUBJECT: Public Safety Update
PRESENTER: D. Bryan Phillips

REQUEST:

Presentation on Public Safety updates:

1. 25 EMS Anniversary recognition 4/1/2016
2. January 2016 Winter Storm
3. Community Education Program
4. Statistical Call Data

BACKGROUND:

To present an overview of 2015 call data into the 911 center, an update the commissioner on the following topics: January 22-25 winter storm, community education program and the events to recognize EMS for 25 years of service.

IMPLEMENTATION PLAN:

Update

FINANCIAL IMPACT STATEMENT:

RECOMMENDATION SUMMARY:

Make a motion to... receive these reports and make any recommendations for enhancement or improvements

SUPPORTING ATTACHMENTS:

January 21-24, 2016 Winter Weather Event

Mostly snow in the north and significant ice in the southern portions of Moore County. Roadways were treacherous; however most citizens seemed to have heeded the warnings and stayed off the roadways

Preparedness Efforts

The Emergency Operations Center was opened 1300 hrs. on 1/21/16 and remained open through midnight on 1/23/16.

Additional EMS Units and 911 staff were utilized on Friday and Saturday making the increased “storm related” call volume manageable.

All fire departments increased staffing levels and managed the transportation of critical staff and special needs citizens in addition to approximately ninety storm related calls for assistance.

Law Enforcement agencies responded to approximately thirty-five calls for “storm related accidents:” and assisted stranded motorist throughout the county.

Two (2) North Carolina National Guard Humvee Teams with four personnel were deployed to Moore County to assist stranded motorist and transporting citizens and staff to and from shelters.

Shelters

Opened up Southern Middle School shelter at 9pm on 1/21/16 prior to the arrival of any precipitation as a pre-storm shelter for those citizens concerned about losing power. It remained open for 48 hours and had a total of three citizens seek shelter there.

Opened up the North Moore High School shelter at 10am on 1/22/16 due to power outages in the northern portion of the county. It remained open for 24 hours and had no citizens seek shelter there.

Two citizens requested assistance due to oxygen related issues secondary to the power outages. They were assisted with finding a short term placement until the power could be restored.

Power Outages

1/22/16 @ 0600hrs:

- **Duke Progress Energy – 0 outages**
- **Central Electric – 0 outages**
- **Randolph Electric – 0 outages**
- **Pee Dee Electric – 0 outages**

1/22/16 @ 1800 hrs:

- **Duke Progress Energy – 2222 outages**

- **Central Electric – 372 outages**
- **Randolph Electric – 0 outages**
- **Pee Dee Electric – 293 outages**

1/23/16 @ 0600hrs:

- **Duke Progress Energy – 4441 outages**
- **Central Electric – 154 outages**
- **Randolph Electric – 0 outages**
- **Pee Dee Electric – 0 outages**

1/23/16 @ 1800hrs:

- **Duke Progress Energy – 5791 outages**
- **Central Electric – 820 outages**
- **Randolph Electric – 0 outages**
- **Pee Dee Electric – 11 outages**

1/24/16

Duke Energy reported just over 1000 customers in Moore County without electricity early in the day and that number decreased rapidly throughout the day.

Central Electric had less than a dozen customers without electricity which quickly went down to zero throughout the day.

1/25/16

Duke Energy reports no customers in Moore County without electricity.

Central Electric reports no customers in Moore County without electricity.

Public Information

Direct citizens to the **ReadyNC.org** website.

- Please emphasize that they should: **Make a Plan and build an Emergency Supplies Kit.**
- The ReadyNC.org website has lots of great info on Protecting your Home, Insurance and Vital Records. It also has a smart phone app that provides even more critical information.
- Evacuation vs. Shelter in Place is always a complicated decision for the citizen. Follow the local media closely to determine what recommendations are being made and what services are available so that you can make an informed decision.

- Citizens with special needs such as medical equip requiring power, mobility issues, and/or functional disabilities should call the Moore County Emergency Management office at 910-947-6317 to be placed in our “Special Needs Database”.
- Citizens should Stay Informed by accomplishing the following prior to the storm or disaster:
 - Sign up for our “free” emergency alert system via the Moore County website.
 - Purchase a NOAA weather radio so you can get severe weather alerts immediately from the National Weather Service.
 - Monitor the Moore County website, local news media outlets, and the Moore County Public Safety Facebook / Twitter feed for important response and recovery information prior to, during, and after an event.
 - Sign up for text message announcements about upcoming classes concerning disaster preparedness and community resilience by texting “READYMOORE” to 888777.



Moore County Department of Public Safety

D. Bryan Phillips
Director

D. Scot Brooks, CEM, CCEMTP
Deputy Director

Emergency Management / EMS
E-911 Communications / Fire Marshal

302 S. McNeill St.
P.O. Box 905
Carthage, NC 28327
Phone: 910-947-6317
Fax: 910-947-6378

www.moorecountync.gov



Date: 2 February 2016
Contact Name: D. Bryan Phillips
Phone Number: 910-947-6317
Email: bphillips@moorecountync.gov

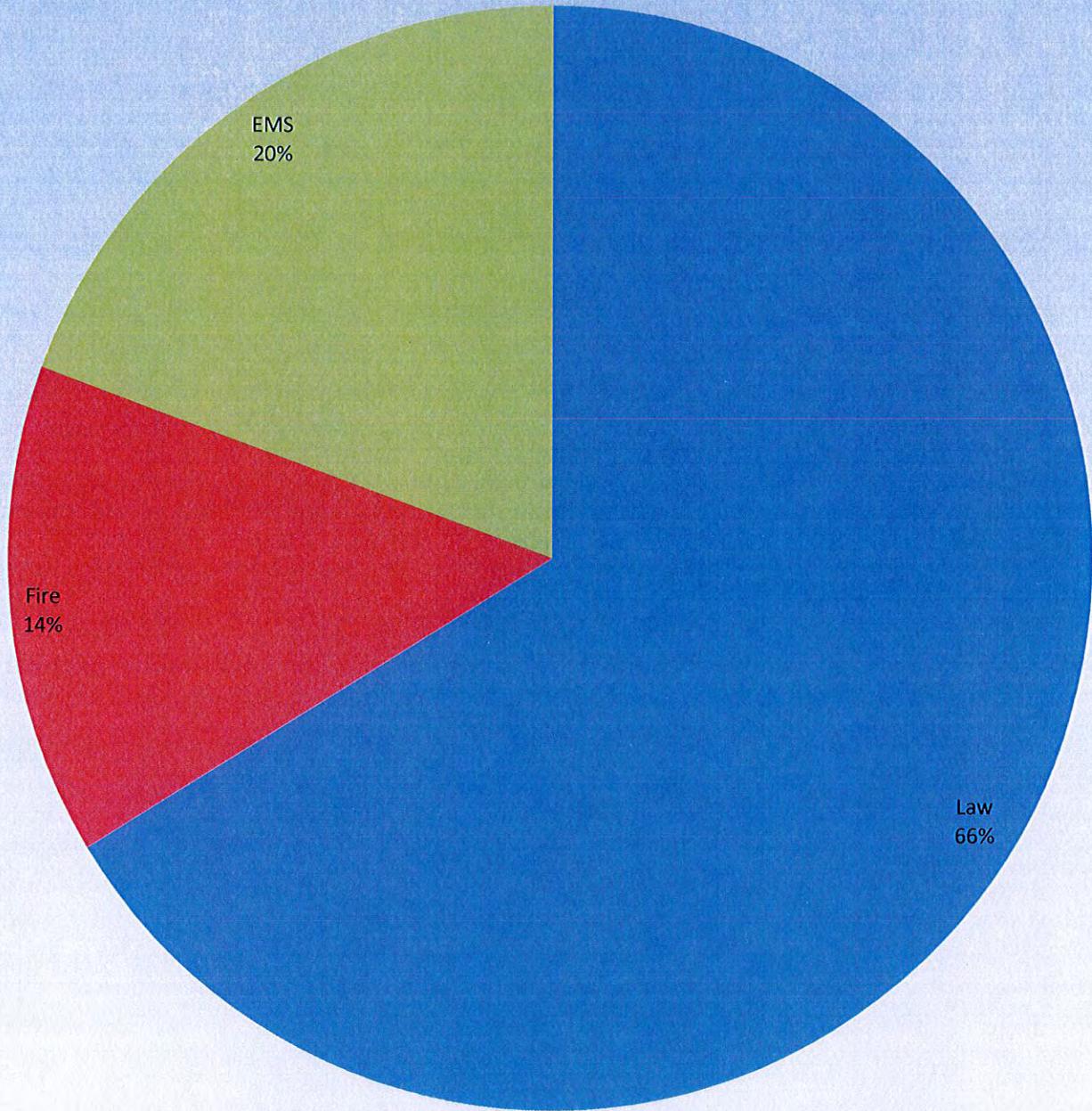
For Immediate Release:

Topic: Moore County Resilient Communities

The Moore County Public Safety Resilient Communities Training Program is an opportunity for individuals, organizations, and communities to prepare for various all hazards events that could impact their lives. Everyone can participate through drills, group discussions, and exercises. To learn more about how you can build a more resilient community, you can participate in a variety of preparedness activities listed below. Moore County Public Safety Resilient Communities is asking everyone to take action, be counted, and spread the word about what they are doing to build a more resilient community. You can sign up for more information by texting **READYMOORE** to 888777.

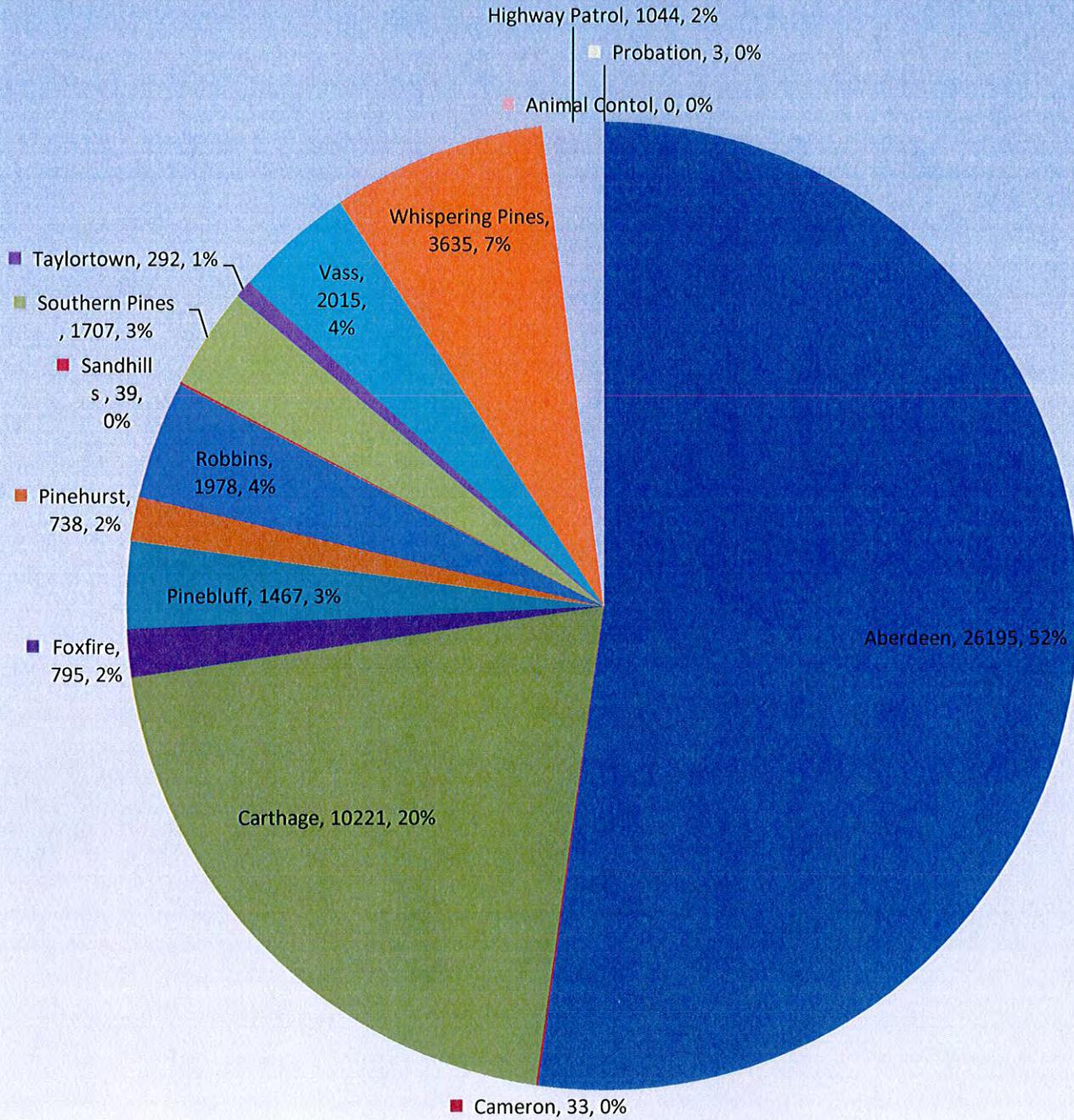
February 11, 2016	6:30 – 8:30 pm	Rick Rhyne Public Safety Community Room 302 S. McNeill Street Carthage, NC 28327	Heart Awareness : CPR, AED, First Aid
February 18, 2016	6:30 – 8:30 pm	Senior Enrichment Center 8040 US 15-501 West End NC 27376	Heart Awareness : CPR, AED, First Aid
March 3, 2016	6:30 – 8:30 pm	Needham’s Grove Church 359 Needham Grove Church Road, Seagrove NC 27341	Severe Weather Awareness Weather Spotters Course
March 17, 2016	6:30 – 8:30 pm	Town of Aberdeen Parks and Recreation 301 Lake Park Xing Aberdeen, NC 28315	Severe Weather Awareness Weather Spotters Course
April 2016	6:30-8:30 pm	Locations -To be determined	EMS/911/Law/Fire Demo Day
May 2016	6:30-8:30 pm	Locations -To be determined	Hurricane Awareness
September 2016	6:30-8:30 pm	Locations -To be determined	National Preparedness Month
October 2016	6:30-8:30 pm	Locations -To be determined	National Fire Safety: Home Escape Plan, Smoke Detector, Wildfire, Fire Extinguisher
November 2016	6:30-8:30 pm	Locations -To be determined	Holiday Safety and Security

CFS - All Discipline

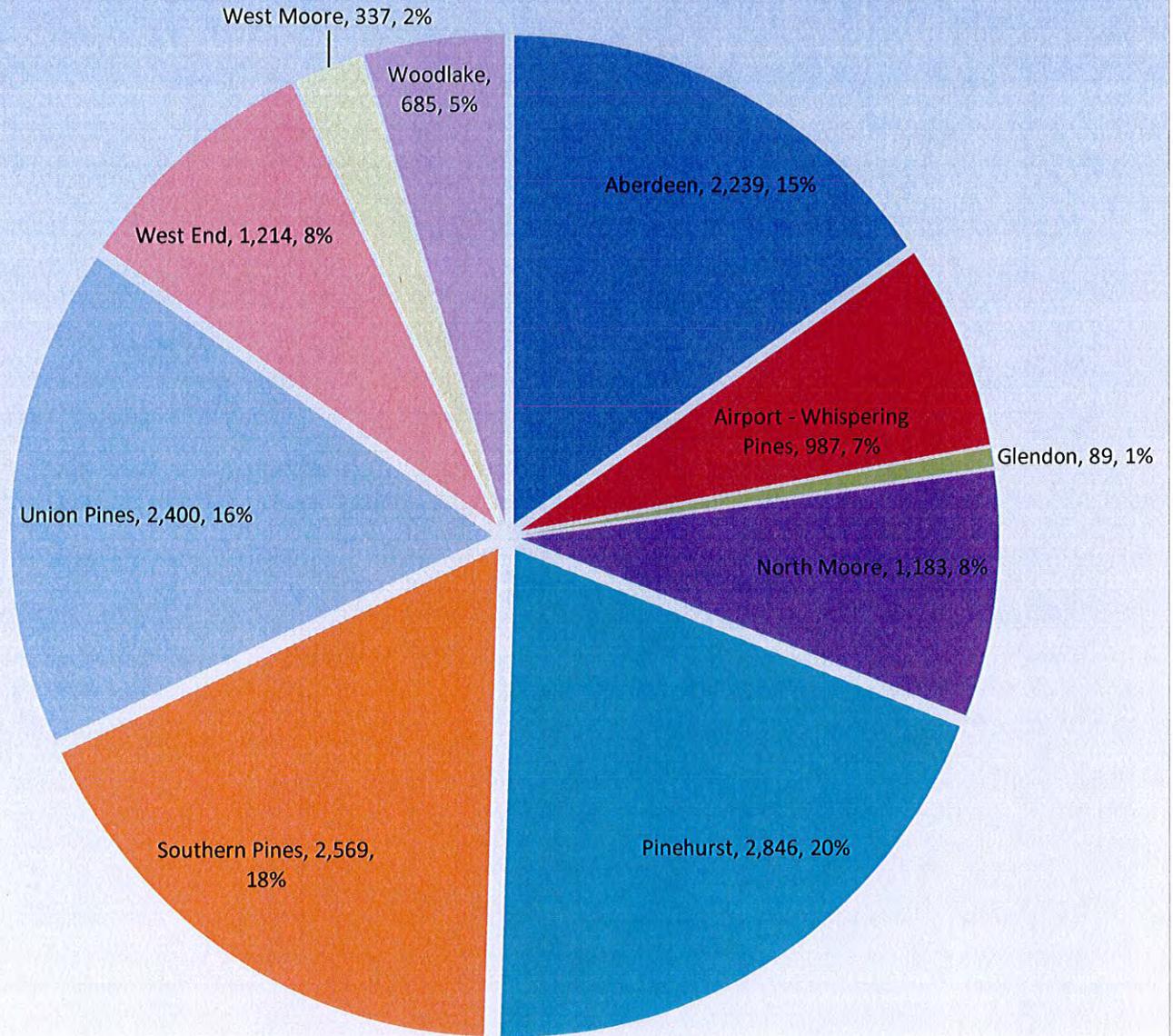


YTD- CFS 75717

CFS by Law

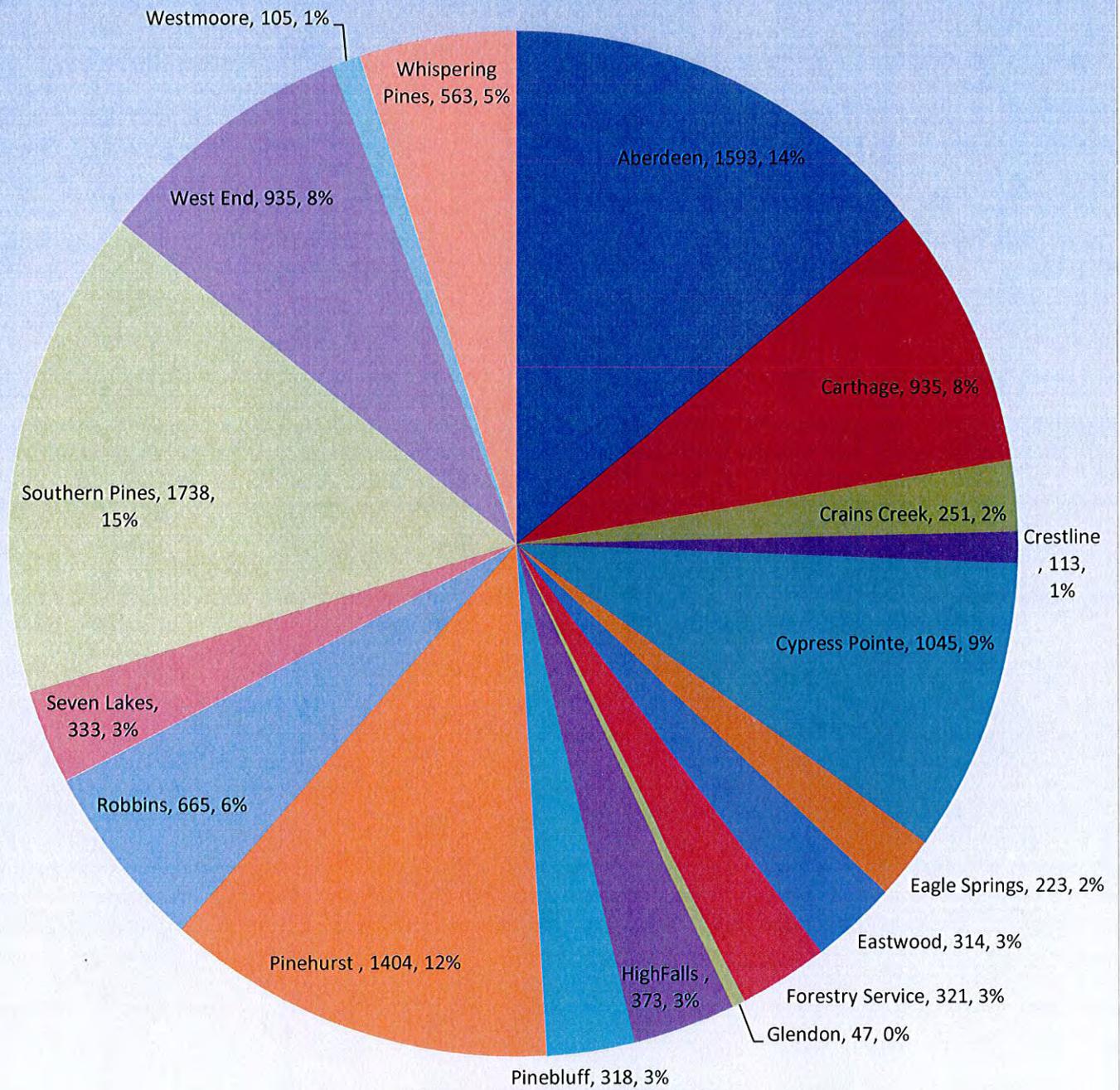


Total CFS by EMS Location



YTD - CFS 14552

Total CFS - Fire Department



YTD - CFS 11276

Month	# of Transports to FHC Moore	# of Transports with Waiting a Bed	% Of Transports with Waits Times	Total Wait Time (hrs)	Estimated Cost of Wait Time in System Efficiency
January	1010	462	45.74%	332	\$13,944.00
February	912	386	42.32%	253	\$10,626.00
March	1024	506	49.41%	267	\$11,214.00
April	950	447	47.05%	277	\$11,634.00
May	1017	489	48.08%	284	\$11,928.00
June	927	379	40.88%	217	\$9,114.00
July	958	413	43.11%	210	\$8,820.00
August	890	427	47.98%	262	\$11,004.00
September	944	434	45.97%	267	\$11,214.00
October	973	413	42.45%	235	\$9,870.00
November	1007	416	41.31%	208	\$8,736.00
December	1040	457	43.94%	283	\$11,886.00
Totals	11652	5229	45.57%	3095	\$129,990.00

Agenda Item: IV. B.
Meeting Date: 2/3/15

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Caroline L. Xiong, Chief Finance Officer



DATE: January 23, 2015

SUBJECT: Quarterly Fiscal Report – Sandhills Center for 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 December 31, 2014.

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 December 31, 2014.

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 December 31, 2014.

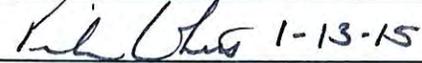
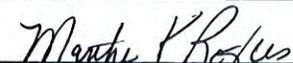
SUPPORTING ATTACHMENTS:

Quarterly Fiscal Report for the period ending December 31, 2014– Sandhills Center for MH/DD/SAS

Sandhills Center
Quarterly Fiscal Monitoring Report

For The Period Ending December 31, 2014

Item	Medicaid		State		Total
	Budget 2014-2015	Actual Year To Date	Budget 2014-2015	Actual Year To Date	
Revenues					
Medicaid Pass Thru	0	0	500,000	39,066	39,066
Budgeted Fund Balance					
Other Local			292,795	128,952	128,952
Total Local Funds	0	0	792,795	168,018	168,018
County Appropriations (by County Including ABC Funds)					
Anson	0	0	55,000	27,500	27,500
Guilford			9,673,992	4,837,004	4,837,004
Harnett			199,679	99,840	99,840
Hoke			58,000	29,000	29,000
Lee			240,000	120,000	120,000
Montgomery			60,775	30,387	30,387
Moore			492,130	249,374	249,374
Randolph			844,000	422,200	422,200
Richmond			147,000	75,673	75,673
Total County Funds	0	0	11,770,576	5,890,977	5,890,977
Local Management Entity Systems Admin	0	0	3,505,766	1,752,882	1,752,882
Medicaid General Admin	17,624,453	9,083,259			9,083,259
Medicaid Mental Health/Substance Abuse Treatment Planning	3,883,354	2,001,396			2,001,396
Medicaid Intellectual/Developmental Disabilities Treatment Planning	5,431,264	2,799,155			2,799,155
Division of Medical Assistance Risk Reserve Funding	5,431,264	2,800,560			2,800,560
Division of Mental Health/Intellectual Developmental Disabilities/Substance Abuse Services			32,594,417	15,764,879	15,764,879
Division of Medical Assistance Medicaid Capitation Funding	239,192,881	123,181,511	5,387,162		123,181,511
All Other State/Federal Funding				1,393,803	1,393,803
Total State and Federal Funds	271,563,216	139,865,881	41,487,345	18,911,564	158,777,445
Total Revenues	271,563,216	139,865,881	54,050,716	24,970,559	164,836,440
Expenditures					
Local Management Entity Systems Admin			4,089,283	1,644,532	1,644,532
Medicaid General Admin	17,624,453	6,433,252			6,433,252
Medicaid Mental Health/Substance Abuse Treatment Planning	3,883,354	1,391,021			1,391,021
Medicaid Intellectual/Developmental Disabilities Treatment Planning	5,431,264	2,056,963			2,056,963
Medicaid Risk Reserve	5,431,264	0			0
Medicaid Provider Payments	239,192,881	106,538,181			106,538,181
State/Local Provider Payments			49,961,433	21,242,734	21,242,734
All Other State/Federal Provider Payments					
IBNR (Incurred But Not Reported)		2,923,269			2,923,269
Total Expenditures	271,563,216	119,342,686	54,050,716	22,887,266	142,229,952
Change In Cash Balance		20,523,195	0	2,083,293	22,606,488

 1-13-15
  1/12/15
  01/13/2015
 LME-MCO Director Date LME-MCO Finance Director Date Area Board Chair Date

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

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Gary E. Briggs, Tax Administrator 
DATE: January 27, 2016
SUBJECT: Advertisement of Tax Liens on Real Property
PRESENTER: Gary Briggs

REQUEST:

In accordance with North Carolina Statute 105-369, each year the County Tax Collector must report to the Board of Commissioners the total amount of unpaid taxes that are liens on real property.

I request permission to advertise on March 9, 2016.

BACKGROUND:

North Carolina General Statute 105-369

IMPLEMENTATION PLAN:

N/A

FINANCIAL IMPACT STATEMENT:

See Attached Totals for Unpaid Taxes as of February 1, 2016.

RECOMMENDATION SUMMARY:

Please review the totals due and approve the advertisement of 2015 delinquent real property taxes.

SUPPORTING ATTACHMENTS:

North Carolina General Statute 105-369
Notice of Advertisement
Totals for Unpaid Taxes

**MOORE COUNTY
TOWN OF ABERDEEN
TOWN OF CAMERON
TOWN OF CARTHAGE
VILLAGE OF PINEHURST
TOWN OF ROBBINS
TOWN OF SOUTHERN PINES
TOWN OF TAYLORTOWN
TOWN OF VASS
VILLAGE OF WHISPERING PINES**

Advertisements of Tax Liens on Real Property

Under and by virtue of the authority vested in me by Section 105-369 of the North Carolina General Statutes and pursuant to an order of the Board of Commissioners of Moore County, dated February 2, 2016, I am hereby advertising tax liens for the year 2015 upon the real estate described below. The amount advertised will be increased by interest and costs, and the omission of interest and costs from the amount advertised will not constitute a waiver of the taxing unit's claim for those items. The real estate that is subject to the lien, the owner of record on the date the taxes became delinquent, and the principal amount of the taxes are set out below. When a parcel was subdivided after January 1, 2015, and ownership of one or more of the resulting parcels was transferred, the amount of the tax lien on each parcel, as shown in this advertisement, is the amount of the lien on the original parcel as it existed on January 1, 2015, and is subject to adjustment when the taxes are paid or the lien is foreclosed. If the taxes remain unpaid, the lien will be foreclosed by the taxing unit and the property sold to satisfy the taxing unit's claim for taxes. Enforced collection actions will not be undertaken against taxpayers involved in pending bankruptcies.

This 2nd day of February, 2016.

Gary E. Briggs
Tax Administrator

These advertisements will appear only on March 9, 2016.

§ 105-369. Advertisement of tax liens on real property for failure to pay taxes.

(a) **Report of Unpaid Taxes That Are Liens on Real Property.** - In February of each year, the tax collector must report to the governing body the total amount of unpaid taxes for the current fiscal year that are liens on real property. A county tax collector's report is due the first Monday in February, and a municipal tax collector's report is due the second Monday in February. Upon receipt of the report, the governing body must order the tax collector to advertise the tax liens. For purposes of this section, district taxes collected by county tax collectors shall be regarded as county taxes and district taxes collected by municipal tax collectors shall be regarded as municipal taxes.

(b) Repealed by Session Laws 1983 (Regular Session, 1984), c. 1013.

(b1) **Notice to Owner.** - After the governing body orders the tax collector to advertise the tax liens, the tax collector must send a notice to the record owner of each affected parcel of property, as determined as of the date the taxes became delinquent. The notice must be sent to the owner's last known address by first-class mail at least 30 days before the date the advertisement is to be published. The notice must state the principal amount of unpaid taxes that are a lien on the parcel to be advertised and inform the owner that the name of the record owner as of the date the taxes became delinquent will appear in a newspaper advertisement of delinquent taxes if the taxes are not paid before the publication date. Failure to mail the notice required by this section to the correct record owner does not affect the validity of the tax lien or of any foreclosure action.

(c) **Time and Contents of Advertisement.** - A tax collector's failure to comply with this subsection does not affect the validity of the taxes or tax liens. The county tax collector shall advertise county tax liens by posting a notice of the liens at the county courthouse and by publishing each lien at least one time in one or more newspapers having general circulation in the taxing unit. The municipal tax collector shall advertise municipal tax liens by posting a notice of the liens at the city or town hall and by publishing each lien at least one time in one or more newspapers having general circulation in the taxing unit. Advertisements of tax liens shall be made during the period March 1 through June 30. The costs of newspaper advertising shall be paid by the taxing unit. If the taxes of two or more taxing units are collected by the same tax collector, the tax liens of each unit shall be advertised separately unless, under the provisions of a special act or contractual agreement between the taxing units, joint advertisement is permitted.

The posted notice and newspaper advertisement shall set forth the following information:

- (1) Repealed by Session Laws 2006-106, s. 2, effective for taxes imposed for taxable years beginning on or after July 1, 2006.
- (1a) The name of the record owner as of the date the taxes became delinquent for each parcel on which the taxing unit has a lien for unpaid taxes, in alphabetical order.
- (1b) After the information required by subdivision (1a) of this subsection for each parcel, a brief description of each parcel of land to which a lien has attached and a statement of the principal amount of the taxes constituting a lien against the parcel.
- (2) A statement that the amounts advertised will be increased by interest and costs and that the omission of interest and costs from the amounts advertised will not constitute waiver of the taxing unit's claim for those items.
- (3) In the event the list of tax liens has been divided for purposes of advertisement in more than one newspaper, a statement of the names of all newspapers in which advertisements will appear and the dates on which they will be published.
- (4) A statement that the taxing unit may foreclose the tax liens and sell the real property subject to the liens in satisfaction of its claim for taxes.

(d) **Costs.** - Each parcel of real property advertised pursuant to this section shall be assessed an advertising fee to cover the actual cost of the advertisement. Actual advertising costs per parcel shall be determined by the tax collector on any reasonable basis. Advertising costs assessed pursuant to this subsection are taxes.

(e) Payments during Advertising Period. - At any time during the advertisement period, any parcel may be withdrawn from the list by payment of the taxes plus interest that has accrued to the time of payment and a proportionate part of the advertising fee to be determined by the tax collector. Thereafter, the tax collector shall delete that parcel from any subsequent advertisement, but the tax collector is not liable for failure to make the deletion.

(f) Listing and Advertising in Wrong Name. - No tax lien is void because the real property to which the lien attached was listed or advertised in the name of a person other than the person in whose name the property should have been listed for taxation if the property was in other respects correctly described on the abstract or in the advertisement.

(g) Wrongful Advertisement. - Any tax collector or deputy tax collector who willfully advertises any tax lien knowing that the property is not subject to taxation or that the taxes advertised have been paid is guilty of a Class 3 misdemeanor, and shall be required to pay the injured party all damages sustained in consequence. (1939, c. 310, s. 1715; 1955, c. 993; 1971, c. 806, s. 1; 1983, c. 808, s. 1; 1983 (Reg. Sess., 1984), c. 1013; 1993, c. 539, s. 725; 1994, Ex. Sess., c. 24, s. 14(c); 1999-439, s. 1; 2000-140, s. 73; 2006-106, s. 2.)

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Caroline L. Xiong, Chief Finance Officer



DATE: 01/25/2016

SUBJECT: Budget Amendments

PRESENTER: Caroline L. Xiong

REQUEST:

Approve the attached budget amendments

BACKGROUND:

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

	Department	Amount	Sources of Revenue	Justification
1.	Sheriff	\$100 increase	Donations	Purchase Law Enforcement Equipment
2.	Finance	\$3,467,462 increase	General Fund's Unassigned Fund Balance Transfer to Capital Reserve Fund for Governmental Projects and Capital Reserve for Capital Projects for SCC	Per Fiscal Policy and Resolution For Dempsey Hall Student Center Expansion and Deferred Maintenance Cost for Sandhills Community College
3.	EMS	\$19,178 decrease	Capital Lease for the New Cardiac Monitor/Defibrillators	Decrease to correct Capital Lease Proceeds amount on the General Ledger.

IMPLEMENTATION PLAN:

N/A

FINANCIAL IMPACT STATEMENT:

The overall effect is to increase/decrease the revenue and expenditures in the Multi-Year Grant Fund by \$100, General Fund for \$3,467,462, Capital Reserve for Government Project \$3,259,414, Capital Reserve for Capital Projects SCC \$208,048 and Public Safety/EMS (\$19,178) to authorize the County Manager to proceed with the amendments and any actions required as a result.

RECOMMENDATION SUMMARY:

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

SUPPORTING ATTACHMENTS:

The following budget amendments and supporting information are attached:

Fiscal Year 2015/2016

	Budget Line Item Number		Budgeted Amount	Increase/ (Decrease)	Revised Budget
Sheriff - Citizen Donation					
Revenue	24018005 30505	Law Enforcement Donations	21,526	100	21,626
Expense	24019505 53922	Donations	21,526	100	21,626

Approved this _____ day of _____, 2016

Nicholas J. Picerno
Moore County Board of Commissioners

Laura Williams
Clerk to the Board

80001

Budget Amendment Staff Report

Department: Sheriff's Office

Increase or Decrease of Amount of Funding: Increase of \$100.00.

Source(s) of Funding: Citizen Donation

Justification (please be specific): These funds will be used to purchase law enforcement equipment.

Fiscal Year 2015/2016

Budget Line Item			Budgeted	Increase/	Revised
Number			Amount	(Decrease)	Budget
Transfer to Capital Reserve Fund for Governmental Projects and Capital Reserve for Capital Projects for SCC.					
Revenue	10019000 32950	Appropriated Fund Balance	1,802,222	3,467,462	5,269,684
Expense	10036056 59909	Transfer to Capital Reserve	-	3,259,414	3,259,414
Expense	10036056 59954	Transfer to Capital Res Project SCC	-	208,048	208,048
Revenue	25019056 32955	Transfer from General Fund	41,581,488	3,259,414	44,840,902
Expense	25052056 59914	Available To Be Transferred	20,715,829	3,259,414	23,975,243
Revenue	25319056 32955	Transfer from General Fund	454,079	208,048	662,127
Expense	25352356 59924	Available To Be Transferred	454,079	208,048	662,127

Approved this _____ day of _____, 2016

 Nicholas J. Picerno
 Moore County Board of Commissioners

 Laura Williams
 Clerk to the Board

Budget Amendment Staff Report

Department: Finance

Increase or Decrease of Amount of Funding: \$3,467,462 increase

Source(s) of Funding: Transfer of \$3,467,462 from the General Fund's unassigned fund balance as of June 30, 2015. \$3,259,414 will be transferred to the Capital Reserve for Governmental Projects, and \$208,048 will be transferred to the Capital Reserve for Capital Projects for SCC (Sandhills Community College).

Justification (please be specific): Per the reserve policies, monies in excess of a 15% available fund balance will be transferred to a Capital Reserve Fund for future use for a specific purpose within a specified time frame. However, per the Resolution For Funding For Dempsey Hall Student Center Expansion and Deferred Maintenance Cost For Sandhills Community College, \$208,048 or 6% of the monies in excess of a 15% unassigned fund balance as of 6/30/15 will be transferred to a Capital Reserve for Capital Projects for Sandhills Community College.

Fiscal Year 2015/2016

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

EMS - Capital Lease for the new cardiac Monitor/Defibrillators

Revenue	20019000 32903	Capital Lease Proceeds	355,044	(19,178)	335,866
Expense	20048055 55905	Capital Outlay	426,053	(19,178)	406,875

Approved this _____ day of _____, 2015

Nicholas J. Picerno
Moore County Board of Commissioners

Laura Williams
Clerk to the Board

80003

Budget Amendment Staff Report

Department: EMS

Increase or Decrease of Amount of Funding: Decrease of \$19,178

Source(s) of Funding: Capital lease proceeds from U.S. Bancorp Government Leasing and Finance

Justification (please be specific): Decrease of \$19,178 to correct the capital lease proceeds amount on the general ledger. \$19,178 should be excluded from the capital lease proceeds since it represents the total amount of interest payments per the lease payment schedule.

Agenda Item: V.C.
Meeting Date: 02/02/2016

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Jonathan Russell/Soil and Water Dept Head

DATE: January 25, 2016

SUBJECT: Division of Soil and Water Conservation Agreement Amendment with the Moore County Soil and Water District

PRESENTER: Jonathan Russell

REQUEST:

Approve contract amendment between the Division of Soil and Water Conservation and the Moore County Soil and Water District in the amount of \$60,589.

BACKGROUND:

The Division of Soil and Water has set aside appropriated funds to support the operations and staff of the 96 different soil and water districts throughout the state of North Carolina.

IMPLEMENTATION PLAN:

Once approved, the County will be reimbursed \$30,229 for services rendered under this contract for the year 2015.

FINANCIAL IMPACT STATEMENT:

The County will be required to provide a match of \$30,229 for the budget year 2015, in which it already has in the current budget through the salary line item.

RECOMMENDATION SUMMARY:

[Make a motion to...](#) Approve the Contract Amendment between the Division of Soil and Water Conservation and The Moore County Soil and Water District in the amount of \$60,589.

SUPPORTING ATTACHMENTS:

Contract and Amendment



For Internal DSWC use only

Tracking # _____

Contract # _____

DIVISION OF SOIL AND WATER CONSERVATION
North Carolina Department of Agriculture & Consumer Services
1614 Mail Service Center • Raleigh, NC 27699-1614
919.733.2302 • www.ncagr.gov/swc/

APPLICATION FOR MATCHING FUNDS FOR SOIL & WATER CONSERVATION DISTRICTS

Complete and send 1 notarized original and 1 copy to the address above; keep a copy for your file

SWCD Name: _____ County

Federal ID Number for entity that will receive payment: _____

Address for entity that will receive payment: _____

I. APPLICATION:

County _____ Soil and Water Conservation District, _____ County _____ County.

Within the limits of appropriations by the N.C. General Assembly, the _____ County _____ Soil and Water Conservation District requests \$3,600 to match funds provided by the County to the Soil and Water Conservation District.

I certify that the matching funds received in the previous fiscal year (July 1st, 20¹⁴ to June 30th, 20¹⁵) were used according to NC Soil and Water Conservation Commission (SWCC) policy. I also certify that funds requested for the current fiscal year will be used in keeping with SWCC policy.

12/10/15

(Date)

[Signature]

(Soil and Water Conservation District Chairman)

II. CERTIFICATION:

I hereby certify that the _____ County _____ County Board of Commissioners has approved an appropriation of (\$ 3,600) to the _____ County _____ Soil and Water Conservation District for soil and water conservation work during the current fiscal year, July 1st, 2015 to June 30th, 2016. This figure only includes the local County investment in the Soil and Water Conservation District program (takes into account the full appropriation for the Soil and Water Conservation District, minus any anticipated state matching funds and Technical Assistance dollars), and does not include local funds that will be used as a match for other state dollars (any local funds that will be used to match state Technical Assistance dollars have also been subtracted).

1/19/16

(Date)

[Signature]

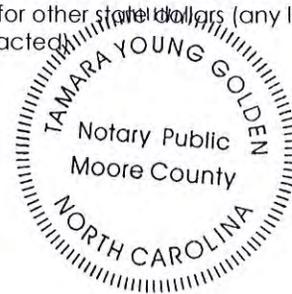
(County Finance Officer)

Sworn to and subscribed before me [Signature]

(Notary Public)

This the 19th day of January, 2016

My Commission Expires: August 22, 2017



III. APPROVAL:

The above application is APPROVED for _____ dollars (\$ _____).

The above application is DISAPPROVED.

(Date)

(DSWC Director)



Steve Troxler
Commissioner

North Carolina Department of Agriculture
and Consumer Services

N. David Smith
Chief Deputy Commissioner

October 20, 2015

Mr. Jonathan Russell
Moore Soil & Water Conservation District
USDA-NRCS, P.O. Box 908
Carthage, NC 28327

CONTRACT NUMBER: G20100292915SWC
AMENDMENT NUMBER: 01-2016

Dear Mr. Russell:

On behalf of Commissioner Steve Troxler and the North Carolina Department of Agriculture and Consumer Services – Division of Soil & Water Conservation, it is with great pleasure that I offer to amend your existing agreement for district matching and cost share technical assistance funds for the Moore Soil and Water Conservation District operations. The amendment is necessary to add district matching and technical assistance funds for fiscal year 2015-16. Your project end date remains June 30, 2017.

Two original Amendment packets must be printed, completed and returned to the NCDA&CS, making sure that the Amendments and certain forms have been signed, dated, and witnessed. Signing these documents represents your understanding and acknowledgement that all other terms and conditions of the original contract are still in effect. Please return the two packets to:

David B. Williams, Deputy Director
N.C. Division of Soil & Water Conservation
1614 Mail Service Center
Raleigh, NC 27699-1614

One fully executed, original Amendment will be returned to you for your records. If you have any questions about your Amendment or any of the forms contained in your offer packet, please contact David Williams at (919) 715-6103, or David.B.Williams@ncagr.gov.

I would like to take this opportunity to thank you for all you do to support conservation of our valuable natural resources.

Sincerely,

N. David Smith
Chief Deputy Commissioner

Enclosure
cc: Kathryn L. Caler, M.L.S., Grants Administrator



Departmental Use Only	
CENTER:	
ACCOUNT:	
CFDA: <u>N</u>	
AMOUNT:	
CENTER: 2	
ACCOUNT:	
CFDA: _____	
AMOUNT:	

North Carolina Department of Agriculture and Consumer Services

Division of Soil and Water Conservation

**DSWC-District Matching and Technical Assistance Agreement -
Governmental**

**Amendment Number: 01-2016
Contract Number: G20100292915SWC**

This document amends the Contract bearing the effective date of July 1, 2014, between the North Carolina Department of Agriculture and Consumer Services, hereinafter referred to as the "Agency" and the **Moore** Soil and Water Conservation District, hereinafter referred to as the "Grantee."

The Grantee's tax ID number is . The Grantee's DUNS number is .

As provided for under the terms of the original Contract, the Agency and the Grantee agree to amend the Contract provisions as outlined below.

1. Section IV. DSWC Duties:

The previous Section IV is hereby deleted and replaced with the following:

The DSWC hereby agrees to pay the Grantee in the manner and in the amounts specified in the Contract Documents. The total amount paid by the DSWC to the Grantee shall not exceed **\$60,589.00**.

This amount consists of: \$0.00 in federal funds.

This amount consists of: \$60,589.00 in State funds

The Grantee's matching requirement is **\$60,589.00**, which consists of:

In Kind	\$
Cash	\$
Cash and In-kind	\$
Cash and/or In-kind	\$60,589.00
Other/Specify	\$

The total Contract amount is **\$121,178.00**.

2. Contract Budget:

The previous Contract Budget is hereby deleted and replaced with the attached Contract Budget. The revision is necessary to add funding for the 2015-16 program year. In cases where the grantee did not invoice for the full amount of budgeted funds for Activities 1 or 2 in FY2014-15, the funds budgeted for 2014-15 have been reduced to reflect the actual amount invoiced for 2014-15.

All other terms and conditions as set forth in the original Contract document shall remain in effect for the duration of this Amendment.

CONTRACT BUDGET

The following budget reflects the maximum authorized payment for each activity described in the scope of work.

Activity 1: District Matching Funds

Fiscal Year	Maximum Amount Awarded	District Match Requirement
2014-15	\$3,600.00	\$3,600.00
2015-16	\$3,600.00	\$3,600.00
2016-17		

Activity 2: Cost Share Technical Assistance

Position 1: FTE: 1.00		Maximum Allocation		District Match Requirement
Fiscal Year	Purpose	Recurring	Non-recurring	
2014-15	Salary/Benefits	\$25,500.00		\$26,760.00
	Operating Exp.	\$1,260.00		
2015-16	Salary/Benefits	\$25,500.00		\$26,629.00
	Operating Exp.	\$1,129.00		
2016-17	Salary/Benefits			\$0.00
	Operating Exp.			

Position 2: FTE:		Maximum Allocation		District Match Requirement
Fiscal Year	Purpose	Recurring	Non-recurring	
2014-15	Salary/Benefits			\$0.00
	Operating Exp.	\$0.00		
2015-16	Salary/Benefits			\$0.00
	Operating Exp.	\$0.00		
2016-17	Salary/Benefits			\$0.00
	Operating Exp.	\$0.00		

This Amendment is continued on the next page.

Signature Warranty:

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this Amendment.

IN WITNESS WHEREOF, the Grantee and the Agency execute this Amendment in **two (2)** originals, one (1) of which is retained by the Grantee and one (1) which is retained by the Agency.

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

Catherine Xiong
Finance Officer

Moore Soil and Water Conservation District

Signature of Authorized Representative Date

Printed Name Title

Witness:

Signature Date

Printed Name Title



North Carolina Department of Agriculture and Consumer Services

Signature of Authorized Representative Date

N. David Smith, Chief Deputy Commissioner

Printed Name of Authorized Representative

**Attachment A
Signature Card**



CONTRACT & FINANCIAL DOCUMENTS

INSTRUCTIONS: Please read and fill in the required information to the right of each field where applicable. Provide the requested printed and written signatures (in **Blue Ink**) of agency representatives in the designated areas. In the event the affixed signature(s) are no longer valid, a revised form must be submitted prior to processing any contractual documents or submitting "Request for Payments" or any other financial documents.

SECTION I.

Date:	
Legal Applicant Organization/Agency Name:	
Federal Tax Identification Number:	

SECTION II.

Certification:
By affixing my signature below, I certify that person(s) identified are designated having legal authorization to sign on behalf of the organization named in Section I., above, for purposes of executing contractual documents and preparing, approving and executing all financial documents; including "Requests for Payments." I understand the legal implications of any and all misrepresentation, which include but are not limited to defrauding the State of North Carolina, and certify that the person signing below has full authority to execute this Agreement on behalf of the named organization.

GOVERNMENTAL ENTITIES

Authorized Governmental Official	Chief Fiscal Officer
Print Name & Title:	Print Name & Title: CAROLINE LY XIONG, CHIEF FINANCE OFFICER
Signature:	Signature: <i>Caroline Ly Xiong</i>



Steve Troxler
Commissioner

North Carolina Department of Agriculture and Consumer Services

N. David Smith
Chief Deputy Commissioner

January 5, 2015

Mr. Jonathan Russell
Moore Soil & Water Conservation District
USDA-NRCS, P.O. Box 908
Carthage, NC 28327

ACCEPTANCE OF AWARD NOTIFICATION

Dear Mr. Russell:

On behalf of Commissioner Steve Troxler and the NC Department of Agriculture and Consumer Services, we are pleased that you have accepted the Department's offer of **\$30,360.00** of district matching funds and cost share technical assistance funds for your soil and water conservation district operations.

By accepting our offer of financial assistance, you have agreed to the specific stipulations, terms and conditions, and reporting requirements contained in the Contract that you signed. Enclosed is a fully executed Contract for your records.

The forms listed below are used to fulfill the departmental reporting requirements for the agreement. The forms may be downloaded from the Division of Soil & Water Conservation's website at <http://www.ncagr.gov/SWC/districts/DistrictAgreements.html>.

1. Application for Matching Funds
2. Technical Assistance Quarterly Reporting Form
3. Technical Assistance Request for Payment Form
4. Secondary Employment Certification Form

If you have any questions regarding the contract, please contact the Contract Administrator, David Williams at telephone number (919) 715-6103, or feel free to send an email to David.B.Williams@ncagr.gov.

Sincerely,

N. David Smith
Chief Deputy Commissioner

Enclosure

cc: Kathryn L. Caler, M.L.S., Grants & Contracts Administrator

Email: David.Smith@ncagr.gov
1001 Mail Service Center, Raleigh, North Carolina, 27699-1001
(919) 707-3033 • Fax (919) 715-0026
An Equal Opportunity Affirmative Action Employer



Steve Troxler
Commissioner

North Carolina Department of Agriculture
and Consumer Services

N. David Smith
Chief Deputy Commissioner

September 5, 2014

Mr. Jonathan Russell
Moore Soil & Water Conservation District
USDA-NRCS, P.O. Box 908
Carthage, NC 28327

NOTIFICATION OF FUNDING OFFER

Dear Mr. Russell:

On behalf of Commissioner Steve Troxler and the North Carolina Department of Agriculture and Consumer Services – Division of Soil & Water Conservation, I am pleased to offer you **\$30,360.00** of district matching and cost share technical assistance funds for your soil and water conservation district operations.

Two original Contract packets must be completed and returned to the NCDA&CS, making sure that the Contracts and certain forms have been signed, dated, and witnessed. By completing these documents, you are agreeing to the specific stipulations, the general terms and conditions, and specific reporting requirements. Please return the two completed packets to:

David B. Williams, Deputy Director
Division of Soil & Water Conservation
1614 Mail Service Center
Raleigh, NC 27699-1614

All authorized representative signatures must be in blue ink. Use the Contract Check Off List to ensure all attachments are included and are in the correct order for each Contract Packet.

One fully executed, original Contract will be returned to you for your records. If you have any questions about your Contract or any of the forms contained in your offer packet, please call David Williams at 919-715-6103, or feel free to send an email to David.B.Williams@ncagr.gov.

I would like to take this opportunity to thank you for your contributions, which will assist North Carolina's citizens and protect its natural resources.

Sincerely,

N. David Smith
Chief Deputy Commissioner

Enclosures

cc: Kathryn L. Caler, M.L.S., Grants & Contracts Administrator



NORTH CAROLINA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES
Steven W. Troxler, Commissioner

RECEIVED

DEC 16 2014

SOIL & WATER CONSERVATION

NCDA&CS Division of Soil & Water Conservation

CONTRACT "CHECK OFF LIST" for Grantee

INSTRUCTIONS: CHECK THE "YES" BOXES IN LEFT COLUMN FOR THE DOCUMENT TITLES THAT ARE BEING RETURNED WITH THE TWO SIGNED, DATED and WITNESSED COPIES OF THE CONTRACT, WITH SIGNATURES IN BLUE INK. BE SURE TO INCLUDE ALL THE OTHER DOCUMENTS SPECIFIED IN YOUR CONTRACT PACKAGE. IF "X NO" HAS BEEN CHECKED OFF FOR YOU, THAT DOCUMENT IS NOT REQUIRED FOR THIS GRANT PROGRAM OR PROJECT.

GRANTEE ORGANIZATION NAME: Moore Soil & Water Conservation District

PROJECT TITLE/NAME: DSWC-Master Matching and Technical Assistance Agreement

CONTRACT #: 620101292915SWC **TRACKING #:** 15-E-072-SWC

GOVERNMENTAL ENTITIES ONLY Check one Box	DOCUMENT TITLE <u>ALL SIGNATURES MUST BE IN BLUE INK</u>	DEPARTMENTAL USE - DOCUMENTS ATTACHED OR ON FILE	GRANTS & CONTRACTS USE - DOCUMENTS ATTACHED
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Contract "Check Off List" for Grantee	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Contract Cover (To be signed, dated & witnessed)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	ATTACHMENT A - Scope of Work (includes Timeline and Line Item Budget), Description of Services or Grantee's Proposal	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	ATTACHMENT B - General Terms & Conditions	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	ATTACHMENT C - Certifications and Assurances Section	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	ATTACHMENT D - NC OpenBook Supplemental Information	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	ATTACHMENT E - Signature Card	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	ATTACHMENT F - W-9 Tax Information	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	ATTACHMENT G - Vendor Electronic Payment Form	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

Effective 7/14



Departmental Use Only	
CENTER:	
ACCOUNT	
AMOUNT:	
CENTER:	
ACCOUNT	
AMOUNT:	

North Carolina Department of Agriculture and Consumer Services

Division of Soil and Water Conservation

Contract Number G20100202915500

THIS Contract is made and entered into by and between the North Carolina Department of Agriculture and Consumer Services, Division of Soil & Water Conservation, hereinafter referred to as "DSWC," and the Moore Soil and Water Conservation District, hereinafter referred to as the "District"; and referred to collectively as the "Parties." The District's federal tax identification number is and is physically located in Moore County, and is further located at 707 Pinehurst Ave., Carthage, NC.

The District's fiscal year ends June 30.

THAT WHEREAS, the General Assembly created the Soil and Water Conservation Commission (hereinafter referred to as "Commission") of the Department of Agriculture and Consumer Services with the power and duty to adopt rules to be followed in the development and implementation of a soil and water conservation program pursuant to G.S. 106-840, and

WHEREAS, the General Assembly appropriates funds to support the operations and staff of the 96 Soil and Water Conservation Districts (hereinafter referred to as "Districts"), and

WHEREAS, the Department and DSWC provide support services to the Commission pursuant to G.S. 106-841(g), and

WHEREAS, the purpose of this Contract is to establish the procedures for the DSWC to support District operations and staff, and

WHEREAS, the Commission, DSWC and the District are responsible for the conservation of the State's soil and water resources, and

WHEREAS, the Commission allocates funds to Districts for general expenses (matching funds) pursuant to 02 NCAC 59B, and

WHEREAS, the Commission, DSWC and the District have a history of cooperating to administer conservation programs, including the Agriculture Cost Share Program, the Community Conservation Assistance Program, the Agricultural Water Resources Assistance Program, the Conservation Reserve Enhancement Program, and other similar programs, and

WHEREAS, the Commission allocates funds to Districts to cost share for technical assistance positions to support implementation of the cost share programs pursuant to 02 NCAC 59D .0106, and

WHEREAS, the Commission allocates funds to Districts to cost share for water quality and water quantity best management practices with private and public landowners and land users, and

WHEREAS, from time to time the DSWC may need to engage the District in other specific activities to protect and restore the natural resources of the District.

This Contract is funded by State appropriations for district matching funds and cost share technical assistance. Funds awarded under this Contract must be used for the purpose for which they are intended.

Contract Documents:

This Contract consists of the Contract and its attachments, all of which are identified by name as follows:

1. This Contract
2. Scope of Work, including Timeline, Line Item Budget and Budget Narrative (Attachment A)
3. General Terms and Conditions (Attachment B)
4. Certifications and Assurances Section (Attachment C)
5. NC Openbook Supplemental Information (Attachment D)
6. Signature Card (Attachment E)
7. W-9 Tax Information (Attachment F)
8. Vendor Electronic Payment Form (Attachment G)

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

I. Precedence Among Contract Documents:

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

II. Effective Period:

The services of the District are to commence on the 1st day of July, 2014, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of this Contract, but in any event, all of the services required hereunder shall be completed by the 30th day of June, 2017. **The effective period may be extended, if mutually agreed upon, with a written amendment as provided for in the General Terms and Conditions as described in Attachment B.**

III. District Duties:

The District hereby agrees to perform, in a manner satisfactory to the DSWC and in accordance with the policies and rules of the Commission, services under a Scope of Work as described in Attachment A, which is incorporated as part of this Contract. The District agrees that funds awarded under this Contract must be used for the purposes for which they are intended.

Work to be performed under this Contract may be performed by employees of the District.

The District shall not substitute key personnel assigned to the performance of this Contract without prior written approval by the Contract Administrator.

IV. DSWC Duties:

The DSWC hereby agrees to pay the District in the manner and in the amounts specified in the Contract Documents. The total amount paid by the DSWC to the District shall not exceed **\$30,360.00**.

This amount consists of: \$0.00 in federal funds.

This amount consists of: \$30,360.00 in State funds

The District's matching requirement is **\$30,360.00**, which consists of:

In Kind	\$
Cash	
Cash and In-kind	\$
Cash and/or In-kind	
Other/Specify	\$

The contributions from the District shall be sourced from non-federal funds.

The total Contract amount is **\$60,720.00**.

V. Conflict of Interest Policy:

Any district receiving funding for an employee through this Contract shall have in place a secondary employment policy that protects the District, its employees, the County, DSWC, and the Commission from any actual, potential or perceived conflict of interest. Such policy shall be in accordance with the Commission Guidelines on Secondary Employment found at http://www.ncagr.gov/SWC/costshareprograms/documents/secondary_employment_district_employee.pdf

Any district that receives funding for an employee through this Contract shall submit to DSWC by January 15, 2015 and annually thereafter a secondary employment form for each employee funded through this Contract. The District shall submit an updated form along with its quarterly progress reports if the secondary employment or other potential conflicts of interest of a funded employee arise after the initial submission.

VI. Statement of No Overdue Tax Debts:

The DSWC has determined that District is a governmental agency and is not subject to N.C.G.S. § 143C-6-23(c). Therefore, the Grantee is not required to file a Statement of No Overdue Tax Debts with the Agency prior to disbursement of funds.

VII. Reversion of Unexpended Funds:

Allocations not dispersed under this Contract shall revert to the DSWC upon the Contract's expiration or termination.

VIII. Reporting Requirements:

(1) State [N.C.G.S. 143C-6-23]:

The DSWC has determined that the District is a governmental entity and is not subject to the State reporting requirements mandated by N.C.G.S. § 143C-6-23. Therefore, the District does not have to file annual electronic reports with the NC Office of State Budget & Management.

(2) Quarterly Progress Reports:

The District shall submit quarterly progress reports to DSWC, with each report due on or before the 15th day of, October, January, and April and the 30th day of June continuing until the project is complete. The quarterly progress report is required even if no activity has occurred for the quarter and no reimbursement is requested for the quarter. Failure to provide quarterly reports constitutes a breach of contract and may result in funding being withheld or termination of the contract.

IX. Payment Provisions:

Upon execution of this Contract the District shall submit to the DSWC Contract Administrator a completed Request for Payment form, to be provided by the DSWC. All Request for Payment forms should be received no more than quarterly, with a certified invoice showing expenditures and matching funds, if applicable, for the current period and cumulatively for the entire project, in addition to deliverables provided by the District, subject to approval by DSWC. Upon approval by DSWC, payment may be made within 30 days.

Payment shall be made in accordance with the Contract Documents and limited to the amounts in the Contract budget (Attachment A).

The parties to this Contract agree and understand that the payment of the sums specified in this Contract is dependent, contingent upon and subject to the appropriation, allocation and availability of funds for this purpose to the DSWC.

The District agrees to provide information required by the DSWC in order to comply with the procedures for disbursement of funds under this Contract and maintain reports and accounting records, including but not limited to receipts and invoices that support the allowable expenditure of State funds.

The parties to the Contract further agree and understand that the payment of the sums specified in this Contract is dependent and contingent upon the District complying with all of the terms set forth in this Contract and performing the services specified in Attachment A in a satisfactory manner. It will be the responsibility of the DSWC to determine if the District is complying with the Contract and performing the services specified in Attachment A in a satisfactory manner. Failure to comply with the terms of the Contract and/or failure to perform services in a satisfactory manner may result in funding being withheld or immediate termination of the Contract.

All matching funds, including in-kind and cash, must be spent concurrently with funds provided by the Contract. Both types of matching funds expended shall be accounted for on the quarterly certified invoices.

Indirect costs are not allowable expenditures under this Contract.

X. Contract Administrators:

All notices permitted or required to be given by one party to the other and all questions about the Contract from one Party to the other shall be addressed and delivered to the other party's Contract Administrator. The name, post office address, street address, telephone number, fax number, and email address of the parties' respective initial Contract Administrator are set out below. Either party may change the name, post office address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other party.

For the DSWC:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
David B. Williams Division of Soil & Water Conservation 1614 Mail Service Center Raleigh, NC 27699-1614 Telephone: 919-715-6103 Email: David.B.Williams@ncagr.gov	David B. Williams Division of Soil & Water Conservation 512 N. Salisbury Street, Room 417D Raleigh, NC 27604-1170

For the District:

DISTRICT CONTRACT ADMINISTRATOR	DISTRICT KEY PERSONNEL
Jonathan Russell Moore SWCD USDA-NRCS, P.O. Box 908 Carthage, NC 28327 Telephone: 910-947-5183 Fax: 910-947-1253 Email: jrussell@moorecountync.gov	Specified in Strategy Plan

XI. Supplementation of Expenditure of Public Funds:

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

XII. Disbursements:

As a condition of this Contract, the District acknowledges and agrees to make disbursements of funds provided under this Contract in accordance with the following requirements:

- a. Will implement or already have implemented adequate internal controls over disbursements;
- b. Pre-audit all invoices presented for payment to determine:

- Validity and accuracy of payment
 - Payment due date
 - Adequacy of documentation supporting payment
 - Legality of disbursement
- c. Assure adequate control of signature stamps/plates; and
- d. Assure adequate control of negotiable instruments; and
- e. Have procedures in place to ensure that account balance is solvent and to reconcile the account quarterly.

XIII. Outsourcing:

The District certifies that it has identified to the DSWC all jobs related to the Contract that have been outsourced to other countries, if any. The District further agrees that it will not outsource any such jobs during the term of this Contract without providing prior written notice to the DSWC.

XIV. Dispute Resolution

The District shall have thirty (30) days from receipt of notification of any DSWC action or decision regarding this contract to appeal said action or decision. Appeals must be made in writing to the DSWC as set forth in Section X of this contract. In the event the contract administrator is unable to resolve said dispute, he/she shall review the matter with the appropriate NCDA&CS management for assistance and guidance.

XV. Entire Agreement

This Contract and the Attachments specifically described in this Contract represent the entire agreement between DSWC and the District as to the subject matter of this Contract and supersede all prior oral or written statements or agreements.

[This Contract is continued on the next page.]

XVI. Signature Warranty:

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this Contract.

IN WITNESS WHEREOF, the District and the DSWC execute this Contract in **two (2)** originals, one (1) of which is retained by the District and one (1) which is retained by the DSWC.

Moore Soil and Water Conservation District

Larry R. Caddell 11-18-14
Signature of Authorized Representative Date
Larry R. Caddell Chairman
Printed Name Title

Witness:

Laura M. Williams 11-18-14
Signature Date
Laura M. Williams Clerk
Printed Name Title



North Carolina Department of Agriculture and Consumer Services

N. David Smith 1-5-2015
Signature of Authorized Representative Date
N. David Smith, Chief Deputy Commissioner
Printed Name of Authorized Representative

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

Carline Ny King
Finance Officer

Attachment A

ATTACHMENT A

Scope of Work and Payment Provisions

The District will complete the following activities and supply the following deliverables:

1. District Matching Funds – Funds for District operating support are allocated to each county equally, subject to that District's documentation that matching funds equal to or exceeding the allocated amount are available for match. To be eligible to receive matching funds the District shall:
 - a. Submit by March 31 of each fiscal year an 'Application for Matching Funds for Soil & Water Conservation Districts' showing the amount of matching funds requested by the District and documenting the source and amount of matching funds provided by the District. The District shall not count as match the funds that were allocated by the Commission for technical assistance cost share nor those local funds pledged to match technical assistance cost share. **Matching Funds not requested by March 31 shall be unencumbered from this Contract.**
 - b. Submit to the DSWC minutes of all District board meetings held during the term of the Contract.
2. Cost Share Technical Assistance – cost share funds for technical assistance positions are allocated to Districts by the Commission and through the DSWC in accordance with its rules and procedure, 02 NCAC 59D .0106 and 02 NCAC 59H .0106(b). To be eligible to receive technical assistance cost share, the District shall:
 - a. Submit by June 1 of each fiscal year, the District strategy plan for cost share programs, including a request for technical assistance funds. The request for technical assistance funds should include for each position proposed for cost sharing:
 - i. the proposed technical assistance budget showing salary and benefits and operating expense categories, and
 - ii. staff name, title and email address and certification that the individual meets the minimum requirements for a cost-shared technical assistance position specified in 02 NCAC 59D .0106(c), or 02 NCAC 59H .0106(b).
 - b. Implement cost share program activities in the District, pursuant to Commission rules and policies. A District position funded through this Contract may work on other activities, but the position must contribute at least 1,040 hours annually per FTE to providing technical assistance or cost share program implementation. Positions cost shared at less than 1 FTE, shall contribute a pro-rated number of hours for the same purposes. All activities must be documented with a monthly activities tracking form which shall be submitted quarterly on or before October 15, January 15, April 15, and June 30.

- c. Submit a Request for Payment of Technical Assistance Form at least annually and no more frequently than quarterly documenting actual expenditures for salary, benefits, and operating expenses by the District in support of the technical assistance position(s) approved by the Commission and listed in the Contract Budget. Any technical assistance funds encumbered for the current fiscal year that are not requested by the District on or before June 30 of that fiscal year shall be unencumbered from this Contract.
- d. Have in place a secondary employment policy consistent with the Commission's Guidelines on Secondary Employment and shall submit an annual Secondary Employment Form for each employee funded through this Contract. The initial Secondary Employment Form shall be submitted on or before January 15, 2015, with subsequent annual submittals by October 15 of each year. The District shall submit an updated form along with its quarterly Request for Payment of Technical Assistance if the secondary employment or other potential conflicts of interest of a funded employee arise after the initial submission.

CONTRACT BUDGET

The following budget reflects the maximum authorized payment for each activity described in the scope of work.

Activity 1: District Matching Funds

Fiscal Year	Maximum Amount Awarded	District Match Requirement
2014-15	\$3,600.00	\$3,600.00
2015-16		
2016-17		

Activity 2: Cost Share Technical Assistance

Position 1:		FTE: 1.00		Maximum Allocation		District Match Requirement
Fiscal Year	Purpose	Recurring	Non-recurring			
2014-15	Salary/Benefits	\$25,500.00				\$26,760.00
	Operating Exp.	\$1,260.00				
2015-16	Salary/Benefits					\$0.00
	Operating Exp.					
2016-17	Salary/Benefits					\$0.00
	Operating Exp.					

Position 2:		FTE:		Maximum Allocation		District Match Requirement
Fiscal Year	Purpose	Recurring	Non-recurring			
2014-15	Salary/Benefits					\$0.00
	Operating Exp.	\$0.00				
2015-16	Salary/Benefits					\$0.00
	Operating Exp.					
2016-17	Salary/Benefits					\$0.00
	Operating Exp.	\$0.00				

Attachment B

PUBLIC SECTOR CONTRACTS (Including Local Governments)

General Terms and Conditions

DEFINITIONS

Unless indicated otherwise from the context, the following terms shall have the following meanings in this Contract. All definitions are from 9 NCAC 3M.0102 unless otherwise noted. If the rule or statute that is the source of the definition is changed by the adopting authority, the change shall be incorporated herein:

- (1) "Agency" (as used in the context of the definitions below) shall mean and include every public office, public officer or official (State or local, elected or appointed), institution, board, commission, bureau, council, department, authority or other unit of government of the State or of any county, unit, special district or other political subagency of government. For other purposes in this Contract, "Agency" shall mean the entity identified as one of the parties hereto.
- (2) "Audit" means an examination of records or financial accounts to verify their accuracy.
- (3) "Certification of Compliance" means a report provided by the Agency to the Office of the State Auditor that states that the Grantee has met the reporting requirements established by this Subchapter and included a statement of certification by the Agency and copies of the submitted grantee reporting package.
- (4) "Compliance Supplement" refers to the North Carolina State Compliance Supplement, maintained by the State and Local Government Finance Agency within the North Carolina Department of State Treasurer that has been developed in cooperation with agencies to assist the local auditor in identifying program compliance requirements and audit procedures for testing those requirements.
- (5) "Contract" means a legal instrument that is used to reflect a relationship between the agency, grantee, and subgrantee.
- (6) "Fiscal Year" means the annual operating year of the non-State entity.
- (7) "Financial Assistance" means assistance that non-State entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance. Financial assistance does not include amounts received as reimbursement for services rendered to individuals for Medicare and Medicaid patient services.
- (8) "Financial Statement" means a report providing financial statistics relative to a given part of an organization's operations or status.
- (9) "Grant" means financial assistance provided by an agency, grantee, or subgrantee to carry out activities whereby the grantor anticipates no programmatic involvement with the grantee or subgrantee during the performance of the grant.
- (10) "Grantee" has the meaning in G.S. 143C-6-23(a)(2): a non-State entity that receives a grant of State funds from a State agency, department, or institution but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission. For other purposes in this Contract, "Grantee" shall mean the entity identified as one of the parties hereto.
- (11) "Grantor" means an entity that provides resources, generally financial, to another entity in order to achieve a specified goal or objective.
- (12) "Non-State Entity" has the meaning in N.C.G.S. 143C-1-1(d)(18): Any of the following that is not a State agency: an individual, a firm, a partnership, an association, a county, a corporation, or any other organization acting as a unit. The term includes a unit of local government and public authority.
- (13) "Public Authority" has the meaning in N.C.G.S. 143C-1-1(d)(22): A municipal corporation that is not a unit of local government or a local governmental authority, board, commission, council, or agency that (i) is not a municipal corporation and (ii) operates on an area, regional, or multiunit basis, and the budgeting and accounting systems of which are not fully a part of the budgeting and accounting systems of a unit of local government.
- (14) "Single Audit" means an audit that includes an examination of an organization's financial statements, internal controls, and compliance with the requirements of federal or State awards.
- (15) "Special Appropriation" means a legislative act authorizing the expenditure of a

designated amount of public funds for a specific purpose.

- (16) "State Funds" means any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State funds include federal financial assistance received by the State and transferred or disbursed to non-State entities. Both federal and State funds maintain their identity as they are subgranted to other organizations. Pursuant to N.C.G.S. 143C-6-23(a)(1), the terms "State grant funds" and "State grants" do not include any payment made by the Medicaid program, the Teachers' and State Employees' Comprehensive Major Medical Plan, or other similar medical programs.
- (17) "Subgrantee" has the meaning in G.S. 143C-6-23(a)(3): a non-State entity that receives a grant of State funds from a grantee or from another subgrantee but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.
- (18) "Unit of Local Government" has the meaning in G.S. 143C-1-1(d)(29): A municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by G.S. 160B-2(1), and all boards, agencies, commissions, authorities, and institutions thereof that are not municipal corporations.

Relationships of the Parties

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

Subcontracting: The Grantee shall not subcontract any of the work contemplated under this Contract without prior written approval from the Agency. Any approved subcontract shall be subject to all conditions of this Contract. Only the subcontractors or subgrantees specified in the Contract documents are to be considered approved upon award of the Contract. The Agency shall not be obligated to pay for any work performed by any unapproved subcontractor or subgrantee. The Grantee shall be responsible for the performance of all of its subgrantees and shall not be relieved of any of the duties and responsibilities of this Contract.

Subgrantees: The Grantee has the responsibility to ensure that all subgrantees, if any, provide all information necessary to permit the Grantee to comply with the standards set forth in this Contract.

Assignment: No assignment of the Grantee's obligations or the Grantee's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the State may:

- (a) Forward the Grantee's payment check(s) directly to any person or entity designated by the Grantee, or
- (b) Include any person or entity designated by Grantee as a joint payee on the Grantee's payment check(s).

In no event shall such approval and action obligate the State to anyone other than the Grantee and the Grantee shall remain responsible for fulfillment of all Contract obligations.

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

Indemnity

Indemnification: The Grantee agrees to indemnify and hold harmless the Agency, including any of its Divisions, and any of its officers, agents and employees, from liability of any kind, and from any claims of third parties arising out of any act or omission of the Contractor in connection with the performance of this Contract to the extent permitted by law.

Default and Termination

Termination by Mutual Consent: The Parties may terminate this Contract by mutual consent with 60 days notice to the other party, or as otherwise provided by law.

Termination for Cause: If, through any cause, the Grantee shall fail to fulfill its obligations under this Contract in a timely and proper manner, the Agency

shall have the right to terminate this Contract by giving written notice to the Grantee and specifying the effective date thereof.

In that event, all finished or unfinished deliverable items prepared by the Grantee under this Contract shall, at the option of the Agency, become its property and the Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made.

Notwithstanding the foregoing provision, the Grantee shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of the Grantee's breach of this agreement, and the Agency may withhold any payment due the Grantee for the purpose of setoff until such time as the exact amount of damages due the Agency from such breach can be determined. The filing of a petition for bankruptcy by the Grantee shall be an act of default under this Contract.

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

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

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

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable federal or State statutes of limitation.

Intellectual Property Rights

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

Compliance with Applicable Laws

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

Equal Employment Opportunity: The Grantee shall take affirmative action in complying with all federal and State statutes and all applicable requirements concerning fair employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability. For additional information see Title VI of the Civil Rights Act of 1964 (42 U.S.C., 2000d, 2000e-16), Title XI of the Education amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), and section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. 794).

Executive Order 24: In accordance with Executive Order 24, issued by Governor Perdue, and N.C.G.S. § 133-32, a vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, vendor, or grantee), is prohibited from making gifts or giving favors to any employee of the Agency of Agriculture and Consumer Services. This prohibition covers those vendors, contractors, and/or grantees who:

- (a) have a Contract with a governmental Agency; or
- (b) have performed under such a Contract within the past year; or
- (c) anticipate bidding on such a Contract in the future.

For additional information regarding the specific requirements and exemptions, vendors, contractors, and/or grantees are encouraged to review Executive Order 24 and N.C.G.S. § 133-32.

Confidentiality

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

Oversight

Access to Persons and Records: The State Auditor and the using agency's internal auditors shall have access to persons and records as a result of all Contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and internal auditors may audit the records of the contractor during the term of the Contract to verify accounts and data affecting fees or performance).

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

Miscellaneous

Choice of Law: The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of North Carolina. The Grantee, by signing this Contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this Contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters whether sounding in Contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

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

Time of the Essence: Time is of the essence in the performance of this Contract.

Care of Property: The Grantee agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the

performance of this Contract and will reimburse the Agency for loss of, or damage to, such property. At the termination of this Contract, the Grantee shall contact the Agency for instructions as to the disposition of such property and shall comply with these instructions.

Amendment: This Contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Agency and the Grantee.

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

Travel Expenses: Reimbursement to the Grantee for travel mileage, meals, lodging and other travel expenses incurred in the performance of this Contract shall be reasonable and supported by documentation. State rates shall be used. International travel shall not be reimbursed under this Contract.

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

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

Allowable Uses of State Funds: Expenditures of State funds by any grantee shall be in accordance with the Cost Principles outlined in the Office of Management and Budget (OMB) Circular A-87, A-122, or A-21, as applicable. If the grant funding includes federal sources, the grantee shall ensure adherence to the cost principles established by the Federal Office of Management and Budget. [09 NCAC 03M.020]

Attachment C

Certifications and Assurances Section

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Agriculture & Consumer Services determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 7 CFR Part 3018, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 7 CFR Part 3018, Sections 3018.105 and 3018.110, the applicant certifies that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
- B. if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- C. the undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which relevance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required information or who makes a prohibited expenditure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarment and Suspension, and implemented at 7 CFR Part 3017, for prospective participants in primary covered transactions, as defined at 7 CFR Part 3017.200, Subpart B:

- A. The applicant certifies that it and its principals:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b) have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses enumerated in paragraph 2. (A) (b) of this certification.
 - d) Have not within a three-year period preceding this application had one or more public transaction (federal, State, or local) terminated for cause or default.
- B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this certification.
-

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 7 CFR Part 3021, Subparts A, B, and E, for grantees, as defined at 7 CFR Part 3021:

- A. The applicant certifies that it will or will continue to provide a drug-free workplace by:
- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b) establishing an on-going drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. The grantee's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - c) making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - d) notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - i. Abide by the terms of the statement; and
 - ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - e) notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(ii) from an employee or otherwise receiving actual notice of such conviction.
Notice shall include the identification number(s) of each affected grant;
 - f) taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(ii), with respect to any employee who is so convicted:
 - i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended; or
 - ii. requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, State, or local health, law enforcement, or other appropriate agency;
 - g) making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

- B. The grantee must provide the location site(s) for the performance of work done in connection with the specific grant.

Place(s) of Performance (Street address, city, county, state, zip code)

MOORE COUNTY SOIL & WATER

PO BOX 908 707 PINEHURST AVE.

CARTHAGE, NC 28327

DRUG-FREE WORKPLACE - (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 7 CFR Part 3021, Subparts A, C, and E, for grantees, as defined at 7 CFR Part 3021:

- A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and
- B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to the agency.

Notice shall include the identification number(s) of each affected grant.

As the duly authorized representative of the Grantee, I hereby certify that the Grantee will comply with the above certifications.

MOORE COUNTY SOIL & WATER

Grantee Organization Name

Larry R. Caddell

Signature of Authorized Representative

11-18-14

Date

Larry R. Caddell

Printed Name of Authorized Representative

Chairman

Title

Attachment D

Instructions: Complete the information below and return it to the Contract Administrator identified in your original contract. This information must be submitted as part of your contract. If you have questions, please contact the Contract Administrator or the Alternate Contact as reflected in your contract.

DUNS Number:
 Contract Number: C20100292915 SWC Amendment Number: _____
 Grantee Name: MOORE COUNTY SOIL & WATER
 TAX ID Number:
 Fiscal Year Ends: JUNE 2015

1. Brief Description and Background/History of your Organization.

Be sure to include the number of years in existence, number of employees, mission and goals of your organization. The mission of the Moore County Soil & Water Conservation District is to preserve the natural resources for all land users in Moore County by providing technical, educational, and financial assistance. The office houses four county employees and two NRCS employees.

2. Current project timeline: Begin July 1, 2014 End June 30, 2015

3. Expected outcomes and specific deliverables.

(Example: Expected Outcome: Aquaculture operation will remain in business. Deliverable: Healthy food made available for human consumption.)
The Moore County office will remain open for business and provide the same level of assistance it has continued to do in the past.

4. The Grantee's WEB URL: www.co.moore.nc.us/index.php/en/mo-soil

5. * Grantee County of Residence: Moore Congressional District#: _____
 (CONGRESSIONAL DISTRICT # MUST BE IDENTIFIED)

6. **County of Benefit: Single County: Yes No County Name: Moore
 Statewide: Yes No
 Regional: Yes No

7. If the answer to question number 6 is "Regional", list the counties receiving benefit.

*Grantee County of Residence: County in which grantee is located.

**County of Benefit: Identified county or counties in which funding will be spent and/or food commodities will be received.

Attachment E

Signature Card



CONTRACT & FINANCIAL DOCUMENTS

INSTRUCTIONS: Please read and fill in the required information to the right of each field where applicable. Provide the requested printed and written signatures (in Blue Ink) of agency representatives in the designated areas. In the event the affixed signature(s) are no longer valid, a revised form must be submitted prior to processing any contractual documents or submitting "Request for Payments" or any other financial documents.

SECTION I.

Date:	10/23/14
Legal Applicant Organization/Agency Name:	Moore County Soil & Water
Federal Tax Identification Number:	

SECTION II.

Certification:
 By affixing my signature below, I certify that person(s) identified are designated having legal authorization to sign on behalf of the organization named in Section I., above, for purposes of executing contractual documents and preparing, approving and executing all financial documents; including "Requests for Payments." I understand the legal implications of any and all misrepresentation, which include but are not limited to defrauding the State of North Carolina, and certify that the person signing below has full authority to execute this Agreement on behalf of the named organization.

GOVERNMENTAL ENTITIES

Authorized Governmental Official	Chief Fiscal Officer
Print Name & Title: Larry R. Caddell, chairman	Print Name & Title: CAROLINE LY XIONG
Signature: 	Signature:

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

 Finance Officer

Attachment F

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

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

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.
² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

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

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

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

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

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

Part II. Certification

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

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. **Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
2. **Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
3. **Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

Attachment G

MEMORANDUM TO THE BOARD OF COMMISSIONERS

FROM: Debra Ensminger
Planning & Transportation Director

DATE: January 28, 2016

SUBJECT: Call to Public Hearing for a Rezoning Request: Residential & Agricultural-5 (RA-5) and Highway Commercial (B-2) to Rural Agricultural (RA)

PRESENTER: Debra Ensminger

REQUEST

This is a request for a Call to Public Hearing on February 16, 2016 for the following request: Pinesage Solar Farm, LLC is requesting a General Use Rezoning of ParID 00018479, owned by McDonald Family Farms as identified in Moore County tax records; the overall parcel is approximately 53.06 acres. A recombination plat was recorded on December 3, 2015 to combine an approximate 26 acres located to the south of the parcel. The request is to rezone the entire 53.06 parcel from Residential & Agricultural-5 (RA-5) and Highway Commercial (B-2) to Rural Agricultural (RA). The parcel is located north of NC Highway 211.

BACKGROUND

- The proposed rezoning area is currently undeveloped. The property was formerly utilized by NCDOT as a temporary construction site and borrow pit for the NC Hwy 211 widening project. The applicant is in the process of securing a 50' access easement to NC Hwy 211 as illustrated on the attached recombination plat.
- There are twenty-one (21) adjacent properties. Adjacent properties comprise of a mixture of zoning districts including RA-5, B-2, and PUD-Hamlet. Adjacent land uses include single family homes, family cemetery, and undeveloped property.
- County Water is located on NC Hwy 211.
- The nearest gravity sewer is located at Westgate Drive approximately 4 miles from the site so an extension would be required to serve the lots with sewer.
- Watershed – The property is located in WS-III-BW Nick's Creek Watershed.
- Wetlands – Per the applicant's wetland delineation report there are wetlands located on the property.

IMPLEMENTATION PLAN

Call for a public hearing on February 16, 2016 at 5:30pm.

FINANCIAL IMPACT STATEMENT

No financial impact to the County's FY 2015-2016 budget.

Pinesage Rezoning – ParID 00018479 – General Use Rezoning – Call To Staff Report

PLANNING BOARD RECOMMENDATION

The Planning Board met on January 7, 2016 and recommended denial on a 7-0 vote of the rezoning request.

RECOMMENDATION SUMMARY

Make a motion to call a public hearing on February 16, 2016 at 5:30pm to solicit public participation relative to a General Use Rezoning of ParID 00018479.

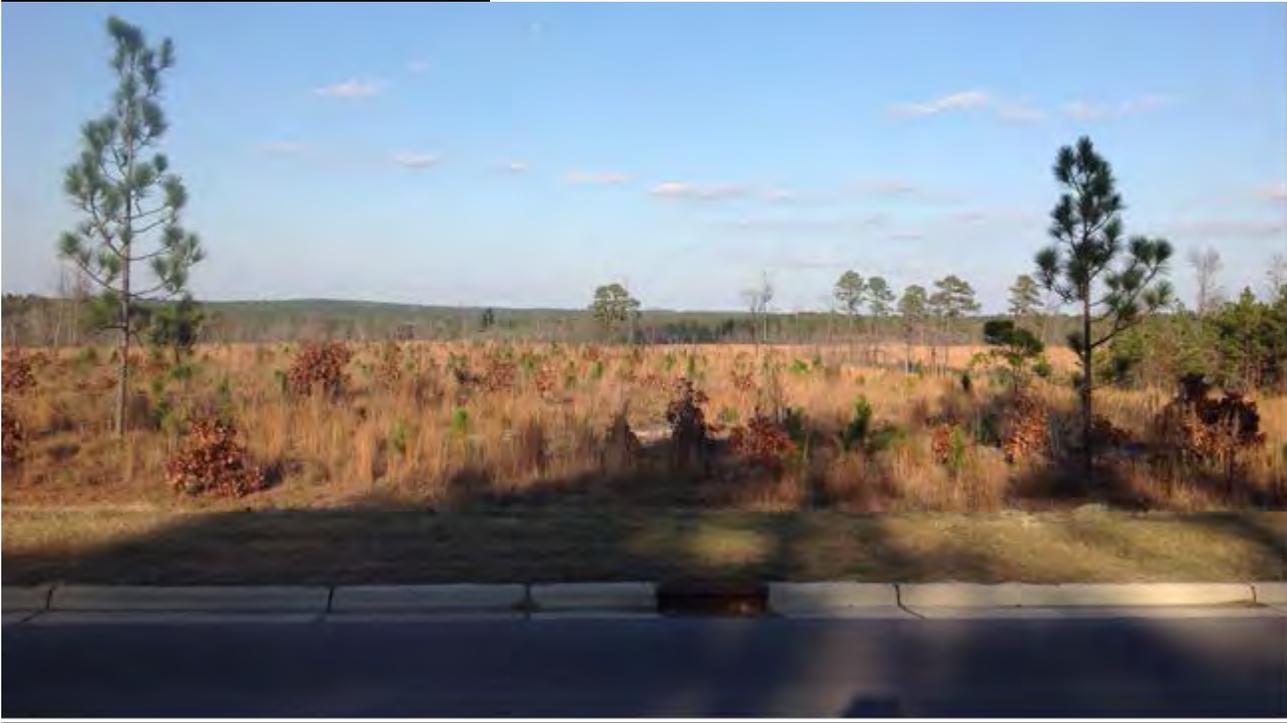
SUPPORTING ATTACHMENTS

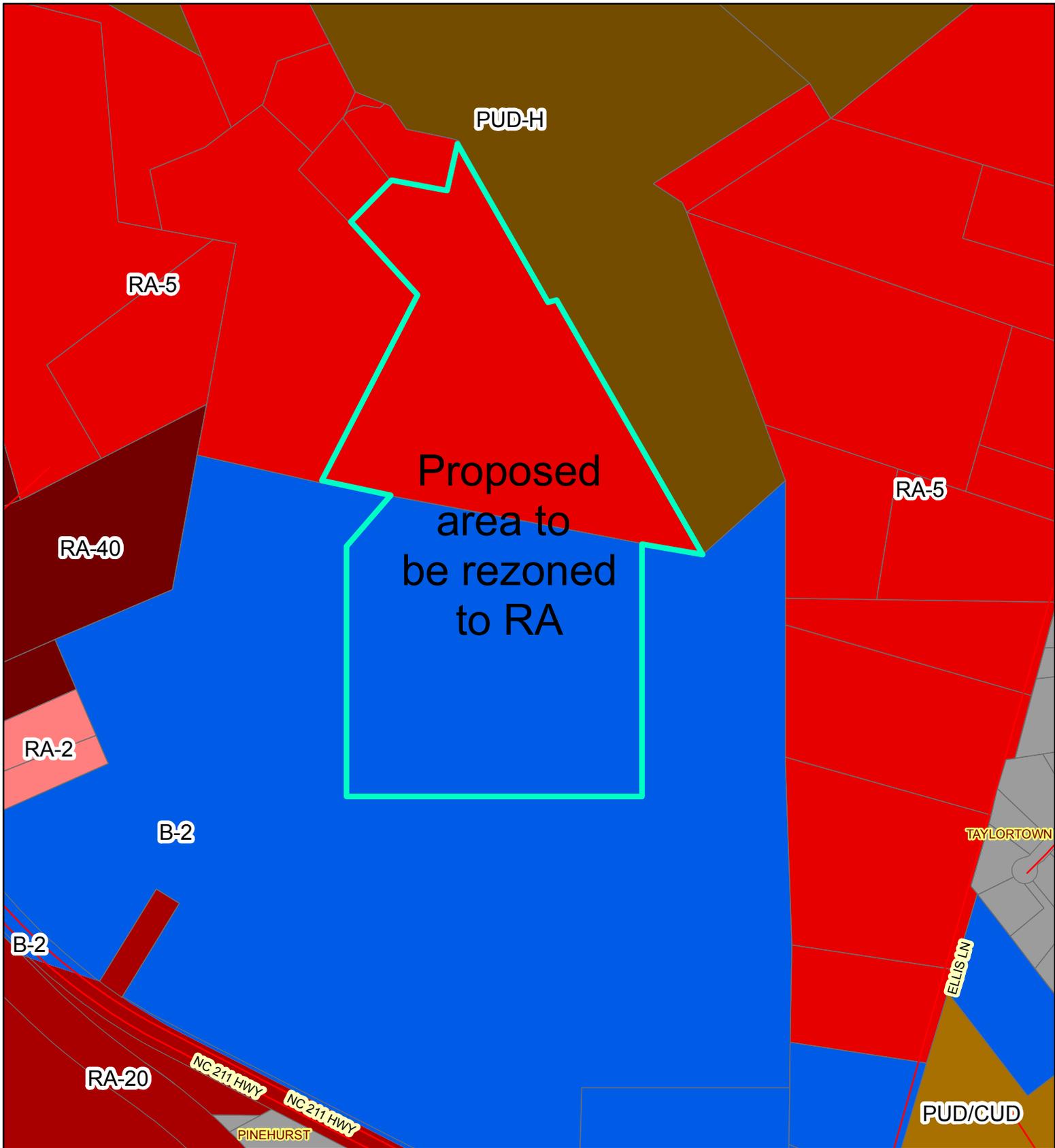
- Land Use Map and Picture of Property
- Rezoning Map

Land Use Map



View of property from NC Hwy 211





1 inch = 500 feet



Vicinity Map
 Owner: McDonald Family Farms, LLC
 General Use Rezoning
 (App. 53.06 Acres)

ParID 00018479

Legend

	B-1		PUD/CUD		RA-40
	B-1-CUD		PUD-H		R-MH
	B-2		RA		RA-CUD
	GC-SL		RA-2		RA-USB
	GC-WL		RA-2-CUD		RE
	I		RA-5		VB
	P-C		RA-20		VB-CUD

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 Grid is based on North Carolina State Plane Coordinate System NAD83 (SPLS).

MEMORANDUM TO THE BOARD OF COMMISSIONERS

FROM: Debra Ensminger
Planning & Transportation Director

DATE: January 21, 2016

SUBJECT: General Use Rezoning Request: Residential and Agricultural-40 (RA-40) to Rural Agricultural (RA)

PRESENTER: Debra Ensminger

REQUEST

Pine Valley Solar Farm, LLC is requesting a General Use Rezoning of a portion of ParID 00022606, owned by McDonald Family Farms as identified in Moore County tax records; the overall parcel is approximately 89.44 acres. The request is to rezone approximately 65 acres located south of the Norfolk Southern - Aberdeen Carolina and Western Railroad Right-of-Way and outside of the existing RA-CUD area from Residential and Agricultural-40 (RA-40) to Rural Agricultural (RA). The parcel is located south of NC Highway 211.

BACKGROUND

- The Board of Commissioners tabled this request on January 19, 2016 for the Board to receive additional information and to provide additional notification time for the public.
- The central portion of this property (approximately 14.39 acres) was rezoned to RA-CUD (Rural Agricultural – Conditional Use District) on February 18, 2014 for the specific use of sand mining. The northern portion of this property (approximately 6.82 acres) was rezoned on June 4, 2014 to B-2 (Highway Commercial District).
- Access – The proposed rezoning area is currently undeveloped and has access from NC Hwy 211 at the northwest corner of the parcel. A 60’ access easement is located along the northern border of this portion of the property to provide access to the sand mine and other areas of the parcel.
- Adjacent Uses – Adjacent properties comprise of a mixture of zoning districts including RA-40, RA-20, B-2, PUD-H, and Foxfire’s RA (Residential Agriculture) zoning district. Adjacent uses include a proposed solar collector facility (inside of Foxfire’s zoning jurisdiction, single family homes, and a sand mine (located within property).
- Utilities – The property is currently served by County Water (with permission by Norfolk Southern - Aberdeen Carolina and Western Railroad). The property is not currently served by County sewer.
- Watershed – The property is located in WS-II-BW Drowning Creek Watershed.
- Wetlands – The property is located within a wetland per the National Wetland Inventory.
- Red Cockaded Woodpecker – The property is located in a RCW District.

- Highway Corridor Overlay District – A small portion of the property is located within the Rural Highway and the Urban-Village Highway Corridor Overlay Districts.
- Voluntary Agricultural District – The property is within one-half mile of a VAD.

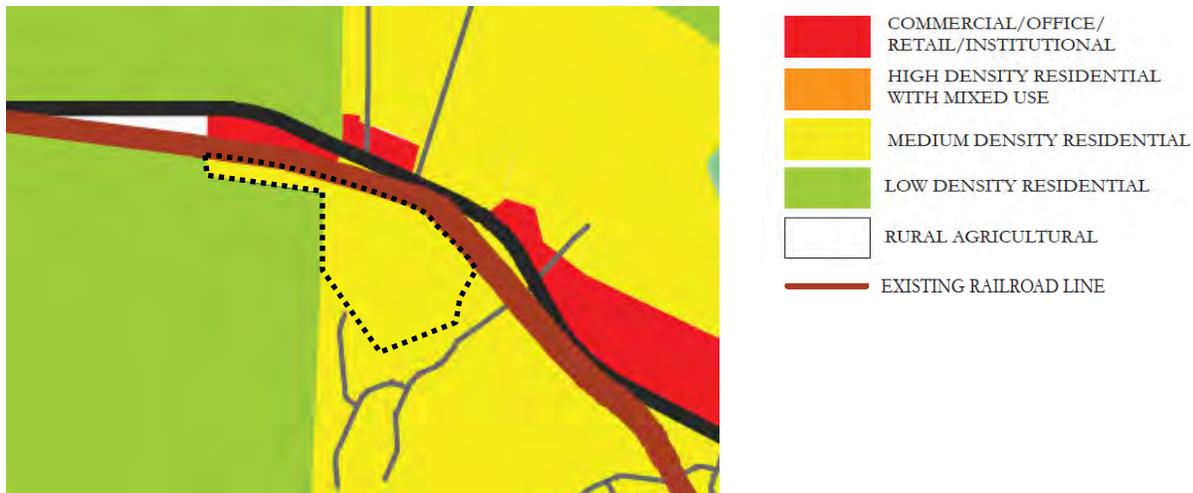
ZONING DISTRICT COMPATIBILITY

The requested zoning to RA will place generally compatible uses within the area and neighboring zoning districts. The following is a summary list of general uses. For specific permitted uses refer to the Permitted Use Table, which is attached.

<u>GENERAL USE CATEGORIES</u>	<u>EXISTING RA-40</u>	<u>REQUESTED RA</u>
Agricultural	X	X
Recreational	X	X
Single Family	X	X
Multi-Family		
Retail		
Commercial Services		
Institutional	X	X
Industrial		

CONSISTENCY WITH THE ADOPTED 2013 LAND USE PLAN

The requested zoning to RA is generally compatible with the Medium Density Residential Land Use Classification. The MDR LUC encourages a mixture of housing types and may also include certain non-residential neighborhood supportive uses such as schools, daycares, churches, and others. The intent of the RA Zoning District is to reflect the pattern of development in rural Moore County by preserving and protecting current uses and way of life while also protect property rights. A Planning Board Consistency Statement is included for the Board’s review and consideration.



IMPLEMENTATION PLAN

Hold the public hearing and approve/deny the general use rezoning request.

FINANCIAL IMPACT STATEMENT

No financial impact to the County's FY 2015-2016 budget.

PLANNING BOARD RECOMMENDATION

The Planning Board met on December 3, 2015 and recommended approval on a 5-1 vote of the rezoning request. One (1) citizen who resides in the adjacent Pine Valley neighborhood spoke in opposition of the request.

RECOMMENDATION SUMMARY

Staff recommends the Moore County Board of Commissioners make two separate motions:

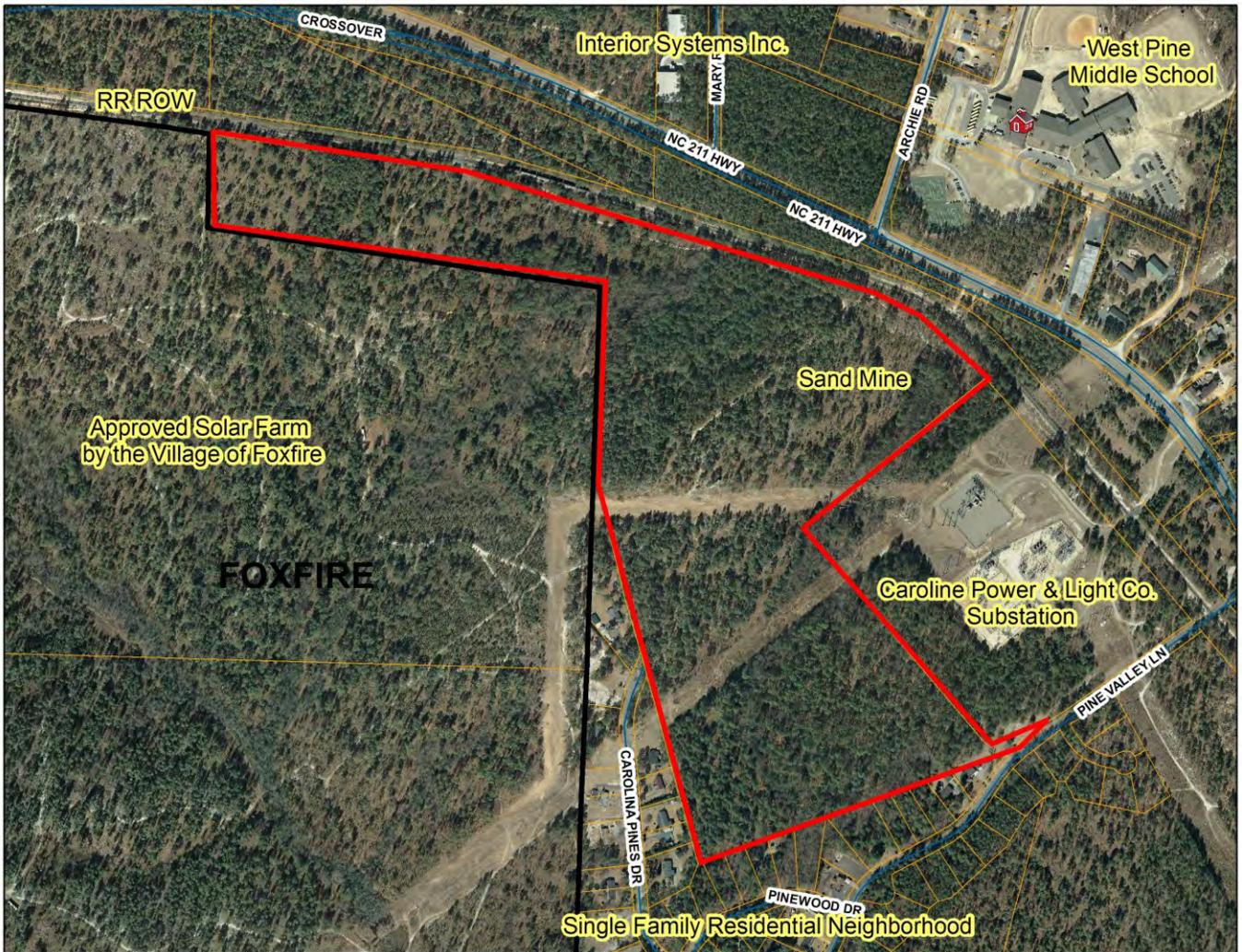
Motion #1: Make a motion to adopt the attached Moore County Land Use Plan Consistency Statement and authorize its Chairman to execute the document as required by North Carolina General Statute 153A-341.

Motion #2: Make a motion to approve/deny the general use rezoning of the parcel known as ParID 00022606 as identified in Moore County tax records from Residential and Agricultural-40 (RA-40) to the Rural Agricultural District (RA) as proposed.

ATTACHMENTS

- Land Use Map and Adjacent Properties
- Rezoning Application
- Submitted Boundary Map
- Rezoning Map
- UDO Article 7. Table of Uses
- Land Use Plan Consistency Statement

LAND USE MAP



View of property from NC Hwy 211



View of driveway from NC Hwy 211



View of internal rail road



View of Interior Systems Inc. business (located across NC Hwy 211)



View of Carolina Power & Light Co. substation from NC Hwy 211



View from the end of Carolina Pines Drive (property located beyond the trees).



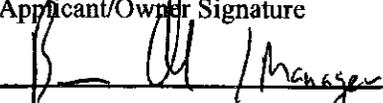
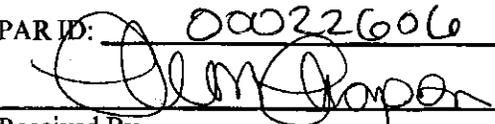


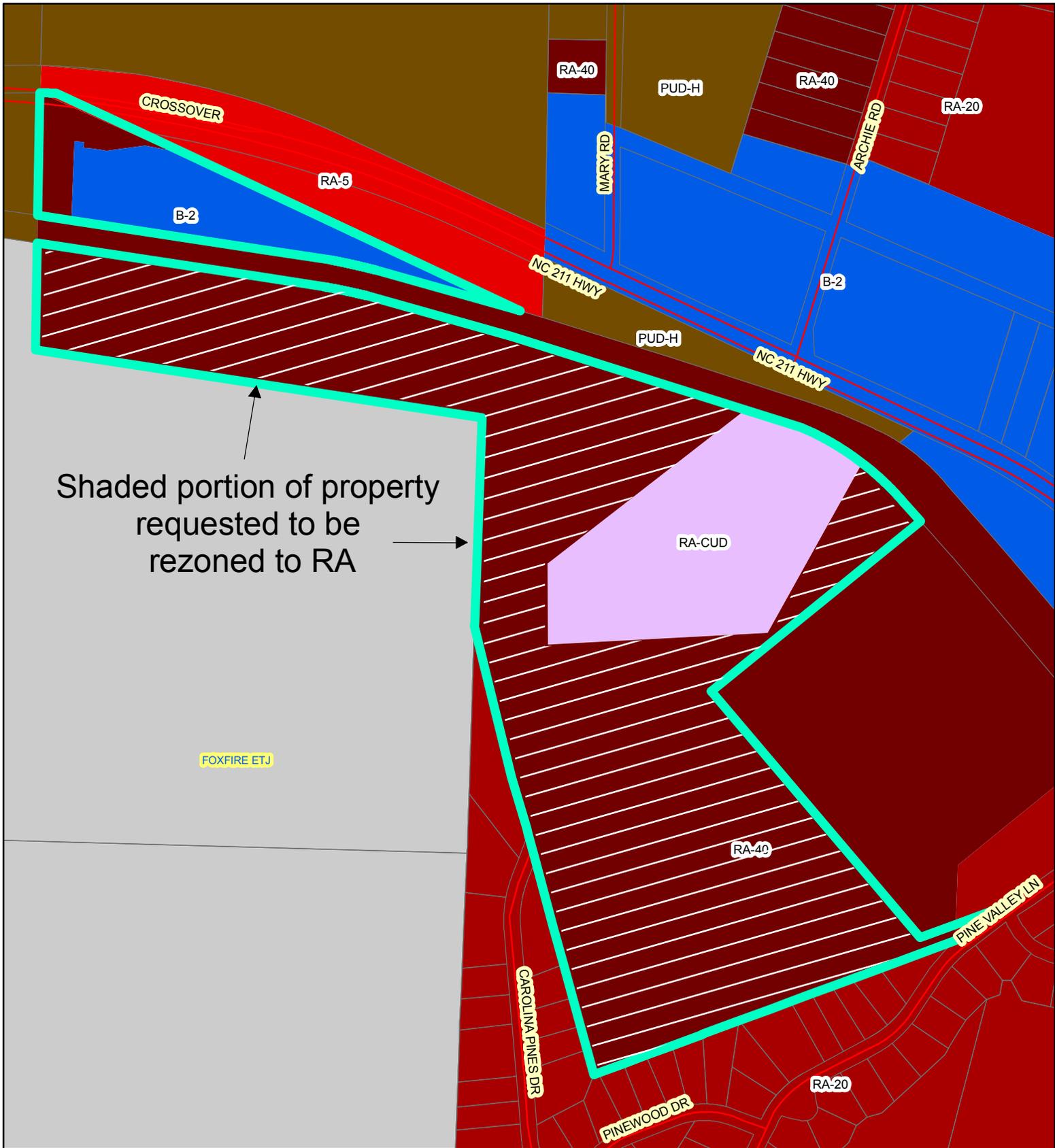
PLANNING & COMMUNITY DEVELOPMENT



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

General Use Rezoning Application

Application Date: 10/08/2015			
Location/Address of Property: 100 Pine Valley Lane, West End, NC 27376			
Applicant: Pine Valley Solar Farm, LLC		Phone:	
Applicant Address: 12921 Buckeye Drive	City: Gaithersburg	St: MD	Zip: 20878
Owner: McDonald Family Farms, LLC		Phone:	
Owner Address: 3286 NC 73 Highway PO Box 349	City: West End	St: NC	Zip: 27376
Current Zoning District: RA-40	Proposed Zoning District: RA		
Comments: <u>Pine Valley Solar Farm, LLC is requesting to rezone the current zoning district of RA-40 to RA which will allow use for a solar farm. The use and or development will be in harmony with the area in which it is located and will be in general conformity with the plan of development in the County.</u>			
Application Submittal			
The applicant must submit a complete application packet on or before the submittal deadline. This includes:			
<input checked="" type="checkbox"/> Completed Moore County General Use Rezoning Application. <input checked="" type="checkbox"/> Application Fee (\$300). <input checked="" type="checkbox"/> Postage sufficient to notify all adjacent landowners FOR TWO MAILINGS . (One for Planning Board meeting, and one for Board of Commissioners meeting.) The rate for postage FOR EACH CERTIFIED MAIL LETTER is \$6.49. This includes \$3.30 (certified mail) plus \$2.70 (return receipt) plus \$0.49 (first class stamp).			
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.			
McDONALD FAMILY FARM, LLC Christina McDonald, Gen. Mgr.		10/7/15	
Applicant/Owner Signature		Date	
		10/20/15	
Applicant/Owner Signature		Date	
Office Use Only:			
PAR ID: 00022606			
		10/29/15	
Received By		Date	



Shaded portion of property requested to be rezoned to RA

FOXFIRE ETJ

1 inch = 480 feet



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 Grid is based on North Carolina State Plane Coordinate System NAD83 (feet).

Vicinity Map

Owner: McDonald Family Farms, LLC

General Use Rezoning

(App. 65 Acres Portion of Overall Parcel)

ParID 00022606

Legend					
	B-1		PUD/CUD		RA-40
	B-1-CUD		PUD-H		R-MH
	B-2		RA		RA-CUD
	GC-SL		RA-2		RA-USB
	GC-WL		RA-2-CUD		RE
	I		RA-5		VB
	P-C		RA-20		VB-CUD

G301 - Zoning Plan:

Description:

All area south of the Aberdeen, Carolina and Western Railroad (excluding mining area zoned RA-CUD) is to be rezoned to RA.

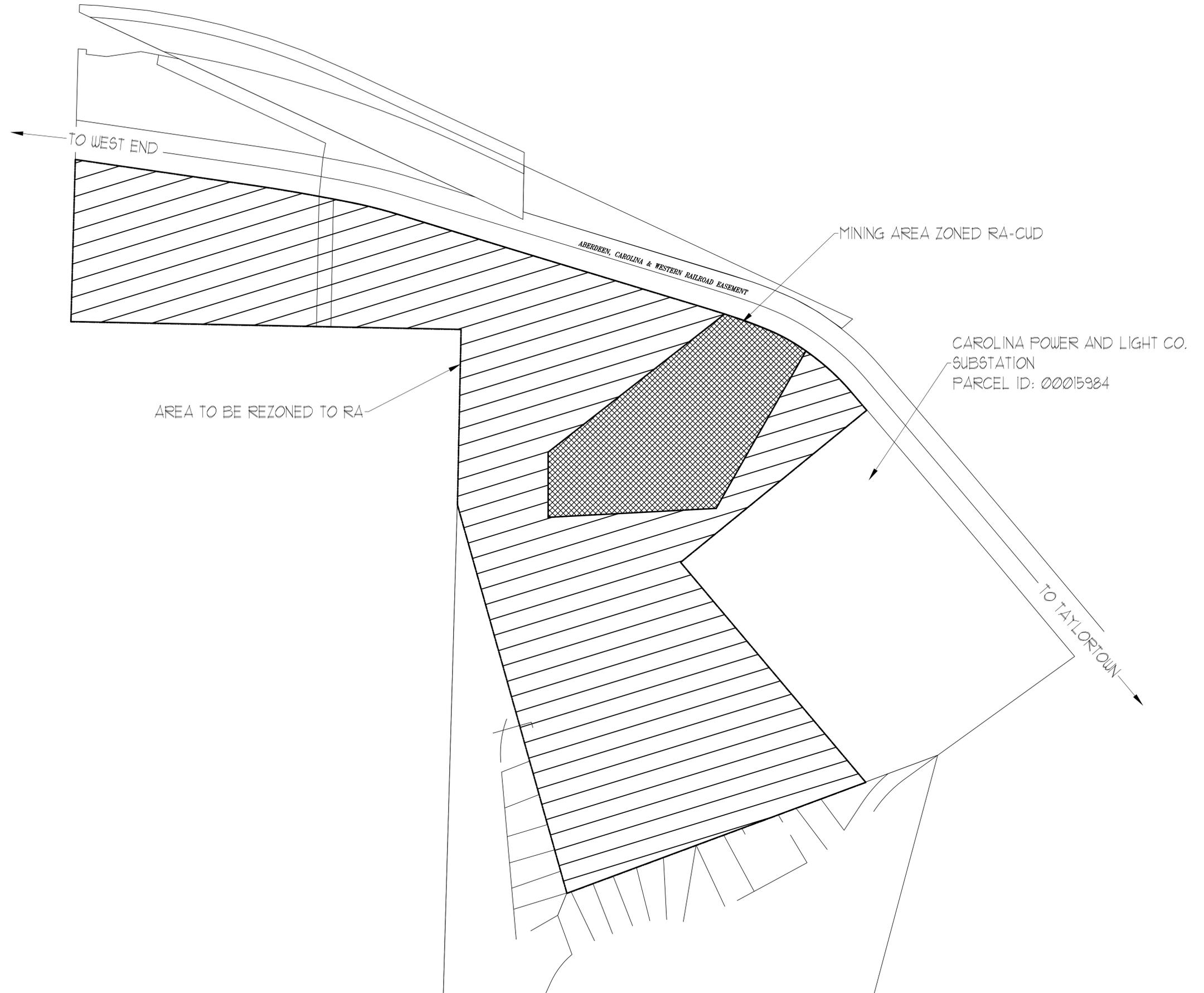
Zoning Acreage Calculations:

RA Rezoning (Solid Lines):

Area: 75.81 Acres

RA-CUD Mining Area (Cross Hatch):

Area: 12.01 Acres



NOTE
PRELIMINARY PROJECT PLANNING DRAWINGS SHEET SIZE AT FULL SCALE: 24' x 36'

REV.	DATE	REVISION DESCRIPTION	DRW.	CHK.	APP.	REV.	DATE	REVISION DESCRIPTION	DRW.	CHK.	APP.	REV.	DATE	REVISION DESCRIPTION	DRW.	CHK.	APP.
00	2015/01/02	SITE DEVELOPMENT	DC	DC	DC	01	2015/10/16	UPDATED LANDSCAPE	SM	DC	DC						
01	2015/06/11	DUKE INTERCONNECTION REQUEST	DC	DC	DC												
02	2015/06/20	INTEGRATE PRELIMINARY WETLAND DELINEATION	DC	DC	DC												
03	2015/06/26	INTEGRATE SURVEY	DC	DC	DC												
04	2015/09/09	UPDATED SURVEY, 20 DEG TILT OPTION	SM	DC	DC												
05	2015/09/28	UPDATED SURVEY	SM	DC	DC												
06	2015/10/09	UPDATED SURVEY, LANDSCAPE, AND PRESENTATION	SM	DC	DC												

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CALVERT ENERGY LLC
 12921 Buckeye Drive
 Gaithersburg, MD 20878
 Phone: (301) 208-0153

REVISION	DRAWN	CHECKED	APPROVED
01	SM	DC	DC

ENGINEER: DAVID CLICK

PROJECT NAME: PINE VALLEY SOLAR FARM, LLC	SCALE: N/A
ADDRESS: 1200 Pine Valley Lane, West End, NC 27176	FORMAT: 24' x 36'
SHEET TITLE: ZONING PLAN	DRAWING N°: G301
	DATE: 2015/10/16

ARTICLE 7

TABLE OF USES

SECTION 7.1 PERMITTED LAND USES

7.1.1 Use Table

The use table is subject to the explanation as set forth below.

- 7.1.101 A “P” indicates that a use is permitted in the respective district subject to the specific use standards in **Article 9** (Specific Use Standards) of this Ordinance. Such uses are also subject to all other applicable requirements of this UDO.
- 7.1.102 A “C” indicates a use that may be permitted in the respective general use district only where approved by the Planning Board in accordance with **§3.9.6** (Conditional Use Permits). Conditional uses are subject to all other applicable requirements of this UDO, including the specific use standards contained in **Article 9** (Specific Use Standards).
- 7.1.103 The “Use Standard” column on the table is a cross-reference to any specific use standard listed in **Article 9** (Specific Use Requirements) of this Ordinance. Where no cross-reference is shown, no additional use standard shall apply.
- 7.1.104 A blank cell in the use table indicates that a use is not permitted in the respective district.

7.1.2 Table of Uses

- 7.1.201 The following table lists the principal uses permitted by this UDO for general use districts.
- 7.1.202 For parallel conditional use districts, see **§6.1.2** (Parallel Conditional Use Districts); for conditional zoning districts, see **§6.1.3** (Conditional Zoning Districts).

Accessory Uses	Residential Districts							Rural/Ag Districts			Commercial & Industrial Districts				Use Standards	
	RA-20	RA-40	RA-2	RA-5	GCSL	GCWL	R-MH	RE	RA-USB	RA	P-C	VB	B-1	B-2		I
Accessory Uses	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Home Occupation, Standard	P	P	P	P	P	P	P	P		P						§9.2.1
Intensive Home Business			C	C				C		C						§9.2.2
Residential Solar Collectors	P	P	P	P	P	P	P	P	P	P						§9.2.3
Swimming Pools	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	§9.2.4
Residential Uses	RA-20	RA-40	RA-2	RA-5	GCSL	GCWL	R-MH	RE	RA-USB	RA	P-C	VB	B-1	B-2	I	Use Standards
Accessory Dwelling Unit	P	P	P	P			P	P	P	P						§9.1.1
Accessory Dwelling Unit (Manufactured Homes)	P	P	P	P			P	P	P	P						§9.1.2
Additional Dwelling (one for each 10 acres of land)								P	P	P						§9.1.3
Apartments & other Multi-Family Structures with three or more units	C	C				P										§9.1.4
Barn Apartments			P	P				P		P						
Dwellings, Duplexes	P	P				P		P								
Dwellings, Single Family	P	P	P	P	P	P	P	P	P	P						
Manufactured Homes	P	P	P	P			P	P	P	P						§9.1.5
Manufactured Home Parks							C		C	C						Article 15
Personal Workshop/Storage Building	P	P	P	P			P	P	P	P						§9.1.6
Commercial Uses	RA-20	RA-40	RA-2	RA-5	GCSL	GCWL	R-MH	RE	RA-USB	RA	P-C	VB	B-1	B-2	I	Use Standards
Adult Entertainment															C	§9.3.1
Airfields, General Aviation													C		C	§9.3.2
Alcoholic Beverage Package Store												C	C	P		§9.3.3
Ambulance Services						C						P	P	P	P	§9.3.4
Animal Training Facility										C		C	C			§9.3.5
Animal Shelters and Kennels						C				C		C				§9.3.6
Antique Shops												P	P	P		
Appliance Sales and Service												P	P	P		
Arenas, Assembly and Exhibition Halls				C		P						C	P	P	P	§9.3.7
Auction House				C								C	P	P	P	§9.3.8
Automatic Teller Machine												P	P	P	P	
Automobile Parts Sales												P	P	P	P	
Automobile Rental or Leasing												P	P	P	P	

Commercial Uses	Residential Districts							Rural/Ag Districts				Commercial & Industrial Districts				Use Standards
	RA-20	RA-40	RA-2	RA-5	GCSL	GCWL	R-MH	RE	RA-USB	RA	P-C	VB	B-1	B-2	I	
Automobile Sales and Service												C	P	P	P	§9.3.9
Automobile Service												P	P	P	P	
Bakeries, commercial													P	P	P	
Bakeries, retail												P	P	P		
Banks, including drive-thru						P						P	P	P	P	
Beauty and Barber Shops						P						P	P	P		
Bed and Breakfast Operations	C	C	C	C									P			§9.3.10
Billboards															C	§9.3.11
Boat Sales and Service <i>(outdoor storage in rear/side yard only)</i>					P							P				
Building Material and Lawn and Garden Equipment Supplies												P	P	P		
Camp or Care Centers										P						
Campground, Public and Private				C									C		P	§9.3.12
Car or Truck Wash												P	P	P	P	
Cartage and Express Facilities															P	
Child Care Facility	C	C	C	P		C		C	C	P		C	P	P		§9.3.13
Child Care, Family	C	P	P	P				C	P	P						§9.3.13
Clothing and Apparel Stores												P	P	P		
Clubs and Places of Entertainment, and Billiard or Pool Hall									C	C		C	C	P		§9.3.14
Contractor/Construction Business												P	P	P	P	
Convenience Stores <i>(including self-service gas pumps)</i>						P		C				P	P	P		§9.3.15
Department Stores												P	P	P		
Drug Stores and Gift Shops												P	P	P		
Dry Cleaning and Laundries						P						P	P	P	P	
Electronic Stores												P	P	P	P	
Farm Equipment Sales and Services													P	P	P	
Feed and Seed Sales								C					P	P	P	§9.3.16
Flea Market										C			C	P	P	§9.3.17
Florist										P		P	P	P	P	
Funeral Homes												P	P	P	P	
Furniture and Home Furnishing Store												C	C	P		§9.3.18
Grocery Store												P	P	P		

Commercial Uses	Residential Districts							Rural/Ag Districts				Commercial & Industrial Districts				Use Standards
	RA-20	RA-40	RA-2	RA-5	GCSL	GCWL	R-MH	RE	RA-USB	RA	P-C	VB	B-1	B-2	I	
Gun and Ammunition Sales and Service												P	P	P		
Hobby, Toy and Game Stores												P	P	P		
Hotels and Motels						P						C		C		§9.3.19
Ice Machine, Self Service												P	P	P	P	
Internet Sweepstakes Café												P	P	P		
Jewelry Stores												P	P	P		
Locksmith												P	P	P		
Manufactured or Modular Home Sales															P	
Mini-Warehouse / Storage Facilities						P						C	C	C	P	§9.3.20
Mixed Commercial and Residential												P	P	P		
Movie Theaters <i>(including outdoor drive-in)</i>												P		P	P	
Moving Companies															P	
Nursing & Convalescent Homes	C	C	C	C					C	C		C	P	P		§9.3.21
Offices - Business						C						P	P	P	P	§9.3.22
Offices - Professional and Medical						P						P	P	P	P	
Other Vehicle Equipment Sales and Services					P							C	P	P	P	§9.3.23
Pawn Shop												C	C	P	P	§9.3.24
Pet and Pet Supplies												P	P	P		
Printing, Publishing and Binding												P		P	P	
Private Utilities					P	P						P				
Radio and Television Studios														P	P	
Restaurants						P						P	P	P	P	
Restaurants <i>(including drive-ins and fast food)</i>												P	P	P	P	
Restaurants, Fast Food												P	P	P	P	
Retail, General Retail Store <i>(includes retail trade not specifically listed in other uses)</i>												P	P	P		
Road Side Stand										P		P	P	P		
Sawmill										C			C		P	§9.3.25
Sculpting													P		P	
Sculpting <i>(no outdoor storage)</i>												P				
Service Industries related to the Horse Industry								P				P	P	P	P	
Services not elsewhere listed												C	P	P		§9.3.26
Solar Collector Facility										C			C	C	C	§9.3.27

	Residential Districts							Rural/Ag Districts				Commercial & Industrial Districts				Use Standards
	RA-20	RA-40	RA-2	RA-5	GCSL	GCWL	R-MH	RE	RA-USB	RA	P-C	VB	B-1	B-2	I	
Industrial Uses																
Manufacturing, Plastics and Rubber Products															P	
Manufacturing, Pottery and Ceramics										P		P	P	P	P	
Manufacturing, Transportation Equipment (<i>vehicle & vehicle parts</i>)															P	
Marina (<i>fuel supplies</i>)					P	P										
Mining (<i>or Quarrying</i>)								C	C				C		C	§9.4.5
Mulching Business															P	
Research and Development Facility												C	C	P	P	§9.4.6
Salvage Yards										C			C	C	C	§9.4.7
Textile Products Manufacturing												C			P	§9.4.8
Toxic Chemicals Processing or Disposal															C	§9.4.9
Warehousing, Storage, and Distribution															P	
Welding												P	P		P	
Wineries												P	P	P	P	
Institutional Uses	RA-20	RA-40	RA-2	RA-5	GCSL	GCWL	R-MH	RE	RA-USB	RA	P-C	VB	B-1	B-2	I	Use Standards
Cemeteries			C	C				C		C		P	P	P	P	§9.5.1
Clubs, Lodges and Community Centers (<i>Private Non-Profit</i>)			P	P	C	P			C	C		P	P	P		§9.5.2
Emergency Service Facilities	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Fairgrounds				C									C		P	§9.5.3
Family Care Home	P	P	P	P	P	P	P	P	P	P						
Group Care Facility	C	C	C	C			C	C	C	C	C		C	P		§9.5.4
Human Services Facility													P	P		§9.5.5
Libraries												P	P	P	P	
Museums and Art Galleries												P	C	P		§9.5.6
Post Offices, including Mail houses					P							P	P	P		
Public Facilities and Buildings						P			C	C			P	P	P	§9.5.7
Public Utility Substations	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	§9.5.8
Religious Institutions	C	P	P	P	C		P	P	P	P	C	P	P	P		§9.5.9
Schools, Academic	C	C	C	C		C				C				C		§9.5.10
Schools, Business or Trade	C	C	C	C						C		C		C	C	§9.5.11
Transportation and Freight Terminals													P	P	P	
	Residential Districts							Rural/Ag Districts				Commercial & Industrial Districts				

Agricultural Uses	RA-20	RA-40	RA-2	RA-5	GCSL	GCWL	R-MH	RE	RA-USB	RA	P-C	VB	B-1	B-2	I	Use Standards
Agricultural Uses	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Greenhouses			C	C				P	P	P		P	P	P	P	§9.6.1
Horse Farms		P	P	P	P			P	P	P						
Intensive Swine Farms										C						Article 16
Produce Stands								P		P			P	P	P	
Recreational Uses	RA-20	RA-40	RA-2	RA-5	GCSL	GCWL	R-MH	RE	RA-USB	RA	P-C	VB	B-1	B-2	I	Use Standards
Airstrips, Private									P	C					C	§9.3.2
Amusement Park														C	C	§9.7.1
Bowling Alley												P	P	P	P	
Driving Range					C	C						C		C	C	§9.7.2
Go Cart and Motor Cross Tracks										C					C	§9.7.3
Golf Courses, Par 3				C	C	C					P			P		§9.7.4
Golf Courses				C	C	C					P					§9.7.4
Golf Courses, miniature golf												P		P		
Health Clubs and Gyms												P	P	P		
Parks and Playgrounds	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Recreation, Indoor												C	P	P		§9.7.5
Recreation, Outdoor					P	P			P	P		C	C	C		§9.7.6
Skating Rinks and Facilities													P	P	P	
Zoos				C						C				P	P	§9.7.7
Temporary Uses	RA-20	RA-40	RA-2	RA-5	GCSL	GCWL	R-MH	RE	RA-USB	RA	P-C	VB	B-1	B-2	I	Use Standards
Construction Office, Temporary	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	§9.8.1
Itinerant Merchant												P	P	P	P	§9.8.2
Manufactured Office as a Temporary Use												P	P	P	P	
Manufactured Home or Recreational Vehicle, Temporary Use	P	P	P	P			P	P	P	P						§9.8.3
Parking Lot, Temporary		P	P	P				P		P	P	P	P	P	P	
Secondary Temporary Dwelling (for hardship circumstances, usually family)									P	P						
Special Event	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	§9.8.4
Temporary Construction Building (must be removed within 30 days or receiving Certificate of Occupancy)	P	P	P	P							P	P	P	P		

Moore County Board of Commissioners
Land Use Plan Consistency Statement
General Use Rezoning from
Rural and Agricultural-40 (RA-40) to Rural Agricultural (RA)
ParID: 00022606

The Moore County Board of Commissioners approves the request by Pine Valley Solar Farm, LLC for a General Use Rezoning of +/-65 acres of the parcel known as ParID 00022606 as identified in Moore County tax records from Rural and Agricultural (RA-40) to Rural Agricultural (RA) and advises that the request is reasonable and in the public interest because:

- the property is visually screened from NC Hwy 211 by wooded properties including a railroad right-of-way owned by Norfolk Southern – Aberdeen Carolina and Western Railroad; and
- high traffic generating land uses would not be able to utilize the property due to the limited access options and the close proximity to a sand mine located on the property limits the commercial development opportunities and lends well to a less intensive rural agricultural land use.

The rezoning request is consistent with the following goals in the 2013 Moore County Land Use Plan:

Goal 1: Preserve and Protect the Ambiance and Heritage of the County of Moore (inclusive of areas around the municipalities)

- Action 1.5.2: Support new developments that utilize existing or implement planned infrastructure that most economically preserves open space and important historical, natural and cultural features.

Nick Picerno, Chair
Moore County Board of Commissioners

Date

Agenda Item: VIII. A.
Meeting Date: 02/02/2016

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: John L. Benton
DATE: January 15, 2016
SUBJECT: Amendment 1 to the Contract with Right Foundation, Inc.
PRESENTER: John L. Benton

REQUEST:

DSS requests the Board of Commissioners approve the attached Amendment 1 to the Contract with Right Foundation, Inc.

BACKGROUND:

The County previously entered into a contract with Right Foundation, Inc., as the County's secondary provider of non-emergency Medicaid transportation services. Since the execution of that contract, Right Foundation has formed a separate entity, Right Transportation, Inc., to separate Right Foundation's transportation services from its health care services. Right Foundation has requested the County's permission to assign the contract to Right Transportation; however, the contract does not permit assignment. The attached Amendment 1 amends the contract to permit assignment of the contract and also approves the assignment of the contract to Right Transportation, Inc.

IMPLEMENTATION PLAN:

None.

FINANCIAL IMPACT STATEMENT:

None.

RECOMMENDATION SUMMARY:

Make a motion that the Board of Commissioners approve the attached Amendment 1 to the Contract with Right Foundation, Inc., and authorize the Chairman to sign the same.

SUPPORTING ATTACHMENTS:

1. Amendment 1 to the Contract with Right Foundation, Inc.

STATE OF NORTH CAROLINA

CONTRACT AMENDMENT NO. 1

COUNTY OF MOORE

THIS CONTRACT AMENDMENT NO. 1 (this "Amendment") is made the 5th day of January, 2016, between the County of Moore (the "County") and Right Foundation, Inc. (the "Contractor").

WHEREAS, the County and Contractor previously entered into an agreement on August 5, 2015, which was for the purposes of the Contractor being the secondary provider of the County's Medicaid transportation services (the "Original Agreement"); and

WHEREAS, since entering into the Original Agreement, the Contractor has formed a separate legal entity, Right Transportation, Inc., expressly for the purposes of separating its transportation services from other medical services it provides; and

WHEREAS, the Contractor desires to assign the Original Agreement to Right Transportation, Inc.; and

WHEREAS, the Original Agreement does not provide for assignment of the contract and the parties desire to amend the Original Agreement to permit assignment; and

WHEREAS, the County authorizes the assignment of the Original Agreement to Right Transportation, Inc.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements made herein, the parties agree as follows:

1. The section titled "Assignment" of Attachment A to the Original Agreement will be amended to read, "Assignment: The Contractor will not assign its interest in this Contract without the written consent of the County."
2. The County approves the assignment of the Original Agreement to Right Transportation, Inc.

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

COUNTY OF MOORE

CONTRACTOR

Nick J. Picerno, Chairman
Moore County Board of Commissioners

Right Transportation Inc.
By Prisha Elliott
Title: CEO

PREAUDIT CERTIFICATE

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

Finance Officer

Caroline My Xiong

FN 15-0283a

Agenda Item: Animal Operations Advisory Board Bylaws Revisions
Meeting Date: February 02, 2016

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: J. Wayne Vest
DATE: February 02, 2016
SUBJECT: Animal Operations Advisory Board Bylaws Revisions
PRESENTER: J. Wayne Vest / Misty Leland

AGENDA PLACEMENT: New Business

REQUEST:

Request for the Board of Commissioners to consider amending the Animal Operation Advisory Board bylaws which were approved by the Animal Operations Advisory Board at the Board's January 28, 2016 meeting.

BACKGROUND:

The Moore County Animal Operations Advisory Board was formed in January of 2013. The current Advisory Board bylaws were subsequently approved by the Advisory Board and the Board of Commissioners and have been in place since approval.

Since the inception of the AOAB, the need and desire to revise the Board make-up has developed as has the need to revise the focus of some of the Advisory Board positions. There have been several discussions over the past months regarding the Advisory Board's direction, goals, membership, etc. and the results of those discussions have been incorporated into the recommended revised bylaws being presented.

The revised bylaws were presented to and approved by the Animal Operations Advisory Board at the Board's January 28, 2016 meeting.

IMPLEMENTATION PLAN:

Upon approval by Board of Commissioners, the Animal Operations Advisory Board will move forward operating as outlined in the bylaws. One of the first steps will be to fill existing vacancies on the Advisory Board.

FINANCIAL IMPACT STATEMENT:

No financial impact due to the revision of the bylaws

RECOMMENDATION SUMMARY:

Recommend a motion to approve the Animal Operations bylaws as amended and presented.

SUPPORTING ATTACHMENTS:

- Originally Approved Animal Operation Advisory Board Bylaws
- Revised Animal Operations Advisory Board Bylaws approved by AOAB at 1/28/2016 meeting
- Bylaws document highlighting changes (to be provided at Commissioner Meeting)

Moore County Animal Operations Advisory Board By-Laws

ARTICLE I: NAME

The name of the organization shall be: The Moore County Animal Operations Advisory Board (hereinafter MCAOAB).

ARTICLE II: ~~PURPOSES AND~~PURPOSE, RESPONSIBILITIES AND GOALS

The purpose of ~~the~~ MCAOAB is to assist ~~The~~the Moore County Animal Operations Department (hereinafter MCAOD) in accomplishing its stated goals ~~under the supervision of the Moore County Board of Commissioners and to promote community support for and service to the MCAOD. The MCAOAB functions, Responsibilities~~ include:

- ~~1. Making, through a documented Strategic Plan, making~~ recommendations to ~~and gaining specific approval from~~ The Moore County Board of Commissioners ~~regarding the MCAOD; as needed. The MCAOAB goals and responsibilities are:~~
 - ~~2. To provide advice and support to the MCAOD Director regarding policy, planning and development of operational procedures and practices consistent with program policies;~~
 - ~~1. 3. To engage the community resources required to aid in decreasing the number of animals (per 1,000 households) entering The Animal Center, year-on-year; and~~
 - ~~2. To stay informed and aware as to the progress of MCAOD in its efforts to care for, place or humanely euthanize animals with the overall goal of increasing the placement of animals from The Animal Center, ensuring the greatest level of care for animals at The Animal Center and reducing the euthanasialive release rate at The Animal Center each year, on-year; and~~
- ~~3. All items requiring potential Board of Commissioners approval shall be submitted to the County Manager. The County Manager will submit items on behalf of the MCAOAB to the Board of Commissioners.~~

ARTICLE III: ~~GOALS~~

- ~~1. The Board shall work with the staff of the MCAOD and community resources on creating and driving activities aimed at decreasing the number of animals entering The Animal Center, increasing the placement of animals from The Animal Center,~~

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ensuring the greatest level of care for animals at The Animal Center and reducing the euthanasia rate at The Animal Center.

~~1. The Board shall act as an advocacy group on all matters concerning the animal population of Moore County.~~

ARTICLE IV: ADVISORY BOARD

A. Composition

1. The composition of the MCAOAB shall include the following representation: County Commissioner member, Board of Health Veterinarian, Veterinarian (at large), professionally certified animal handler/trainer/vet technician, and five (5) at large members with the following concentrations: neighborhood cat programs, community animal welfare representatives (2), Animal Control representative, Sheriff's Department representative, Education, Technology, Communications/networking, community education, communications/marketing, Lawyer, and Military/military/legislative liaison.

~~2. The following will serve as ex-officio members of the MCAOAB and as such are not entitled to a vote: a representative from The Moore County Board of Commissioners, the MCAOD Director, and a Recorder of Minutes.~~

~~3.2.~~ MCAOAB shall have ~~twelve (12)~~ nine (9) voting members.

B. Terms

1. MCAOAB Members shall be appointed by The Moore County Board of Commissioners for three year terms - except for ~~The~~ the Board of Health Veterinarian, and the County Commissioner who must be currently serving ~~on The Board of Health.~~

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2. Members shall be residents of Moore County ~~who are not elected officials.~~

3. The initial appointments shall be staggered - four at one year (Board of Health Veterinarian is included in this number), four at two years, and four at three years. After the initial term(s), all appointments shall be for three years.

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4. Members may serve no more than two consecutive three year terms ~~except for the Board of Health Veterinarian and the County Commissioner who must be currently serving.~~

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5. Vacancies may be filled for the unexpired portion of the term of the member replaced.

~~6. When the County Commissioner member of the Board ceases to be a County Commissioner for any reason, his or her appointment as a Member of the Board shall also cease and The Board of County Commissioners, during its next meeting, shall appoint another Commissioner to the MCAOAB.~~

~~7. Agency representatives will serve continuously or until succeeded for whatever reason (resignation, termination, etc.).~~

C. Removal

1. Members of the MCAOAB ~~shall be expected and~~are required to attend all regular meetings of the Board except for occasional, unavoidable conflicts.

2. A Member of MCAOAB with two (2) unexcused absences from MCAOAB meetings calculated on a rolling 12-month basis, may be terminated from the MCAOAB upon recommendation to ~~The~~the Moore County Board of Commissioners ~~pursuant to a majority of voting members at any regular meeting.~~

~~3. An unexcused absence is non-attendance without notice to the Board Chairperson or to the Director of Moore County Animal Operations.~~

D. Vacancies

~~4.3. The MCAOAB or The Moore County Board of Commissioners may recommend persons to fill vacancies. Upon approval of the MCAOAB and The Moore County Board of Commissioners, the person(s) appointed shall serve the unexpired portion of the term.~~

E.D. Orientation

1. New MCAOAB Members shall receive orientation ~~to educate them~~ regarding the ~~nature and purpose of MCAOD, the~~ role of MCAOAB and their responsibility to the organization as provided by the County.

F.E. Reimbursement/Compensation

1. MCAOAB Members will serve without compensation. Prior written approval is required from the County Manager to receive reimbursement of funds. Requests for reimbursement should be limited in nature.

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ARTICLE V: OFFICERS

A. The officers of The Moore County Animal ~~Services~~Operations Advisory Board shall be:

1. Chairperson
2. Vice-Chairperson
3. Secretary

B. The ~~MCAOAB Members will nominate officers from Moore County Board of Commissioners shall appoint the membership as needed.~~
~~Officers~~Chairperson. The positions of Vice-Chairperson and Secretary will be elected by majority vote of the MCAOAB ~~Members~~members and each will serve a one-year term.

C. MCAOAB Officers may serve three (3) consecutive terms of office.

D. ~~Vacancies~~With the exception of the position of Chairperson, which may only be filled by the Board of Commissioners, vacancies of the MCAOAB Officers may be filled by a vote of the majority of the remaining members then in office. An officer so named shall hold office for the unexpired term of his predecessor.

E. The Chairperson shall:

- ~~1. Ensure that MCAOAB fulfills its advocacy role.~~
1. Work with the Clerk to the Board of Commissioners and the County Attorney's Office to ensure the meetings are posted correctly and in compliance with open meetings law; and
2. Preside at all MCAOAB meetings.

F. The Vice-Chairperson shall:

1. Assume the responsibilities of the Chairperson in his/her absence; and
2. Assist the Chairperson in his/her duties as requested.

G. The Secretary shall:

1. Keep accurate records of the acts and proceedings of all MCAOAB meetings.
2. Assure that the minutes of all MCAOAB meetings are taken and that the minutes are maintained ~~by the Director of MCAOAB and the secretary;~~ and

3. Distribute a copy of the minutes of the last MCAOAB meeting to all Members ~~and Officers~~ of MCAOAB and one copy to the Clerk to The Moore County Board of Commissioners within two weeks of the last scheduled meeting.

ARTICLE VI: COMMITTEES

- A. The ~~Chairperson, with the approval~~ Moore County Board of MCAOAB, Commissioners shall appoint committees as needed.

ARTICLE VII: MEETINGS

- ~~A. Meetings shall be held monthly.~~

4.

- ~~A.~~ A. The MCAOAB shall meet on the fourth Thursday of January each year, and at that meeting shall adopt a schedule of meetings for the year.

21. The Advisory Board Chair and/or Secretary shall make the proposed agenda of each meeting available to Board members prior to each meeting.

32. The Chairperson or majority of the Board may call additional meetings as needed.

- B. A quorum shall consist of a majority of voting members.

- C. Meetings shall be open to the public.

- D. Each agenda shall include a public comment period.

~~1. MCAOAB is committed (Refer to allowing members of the public an opportunity to offer comments and suggestions for the efficient and effective administration of government. A special time is set aside for the purpose of receiving such comments and suggestions, which shall be subject to the following procedures.~~

~~2. The public comment period will be held at the beginning of the meeting. The comment period will be limited to a maximum of thirty minutes.~~

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~~3. Each person signed up to speak may have three (3) minutes to make his/her remarks, and shall 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 the same topic.~~

~~4. The MCAOAB adopts the Public Comment Procedures of the Moore County Animal Operations Advisory Board of Commissioners to resolve any other issues which might arise.)~~

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ARTICLE VIII: AMENDMENTS

A. Amendments to these By-Laws require the ~~affirmative vote of two thirds (2/3) approval~~ of the ~~voting members~~ Moore County Board of Commissioners.

B. Members of MCAOAB can make recommendations for proposed amendments. In this case, each member shall receive written notice and a copy of any proposed amendment at least seven days prior to the meeting.

~~C. By-Laws may be amended when necessary by following (A) and (B) above.~~

Approved by Moore County Animal Operations Advisory Board this ___ day of ___
~~2013~~ 2016,

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Adopted by Moore County Board of County Commissioners this ___ day of _____
~~2013~~ 2016.

Agenda Item: IX. A.
Meeting Date: 02/02/2016

MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Laura M. Williams, Clerk
DATE: 01/26/2016
SUBJECT: Appointments / Juvenile Crime Prevention Council

REQUEST:

Appoint new member to the Juvenile Crime Prevention Council.

BACKGROUND:

Ms. Shirlyn Smith is employed with the SEARCH Family Support Program and is very involved with the Juvenile Crime Prevention Councils in Moore and Hoke Counties. Ms. Smith replaced previous JCPC Chair, Anita Herron, and wishes to serve on the JCPC also.

IMPLEMENTATION PLAN:

Clerk will make notification of appointment and update record.

RECOMMENDATION SUMMARY:

Make a motion to appoint Shirlyn Smith to the Juvenile Crime Prevention Council for a two-year term expiring February 28, 2018.

Agenda Item: IX. B.
Meeting Date: 02/02/2016

MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Laura M. Williams, Clerk
DATE: 01/26/2016
SUBJECT: Appointments / Planning Board

REQUEST:

Appoint new member to the Moore County Planning Board.

BACKGROUND:

There is a vacancy on the Planning Board due to the resignation of Eli Schilling. Mr. Schilling's term was through August 2017, and he resided in Commissioner District I (Graham). This appointment was tabled at the January 19, 2016 regular meeting.

IMPLEMENTATION PLAN:

Clerk will make notification of appointment and update record.

RECOMMENDATION SUMMARY:

Make a motion to appoint Planning Board member to fill the unexpired term of Eli Schilling through August 31, 2017.

Agenda Item: IX. C.
Meeting Date: 02/02/2016

MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Laura M. Williams, Clerk
DATE: 01/26/2016
SUBJECT: Appointments / Board of Health

REQUEST:

Appoint new member to the Moore County Board of Health.

BACKGROUND:

There is an at-large member vacancy on the Board of Health due to the resignation of Phyllis Magnuson. Ms. Magnuson's term was through April 2017. This appointment was tabled at the January 19, 2016 regular meeting.

IMPLEMENTATION PLAN:

Clerk will make notification of appointment and update record.

RECOMMENDATION SUMMARY:

Make a motion to appoint an at-large member to the Board of Health to fill the unexpired term of Phyllis Magnuson through April 30, 2017.