

HARNETT COUNTY BOARD OF COMMISSIONERS

County Administration Building

102 East Front Street

Lillington, North Carolina

Regular Meeting

February 3, 2014

9:00 am

1. Call to order – Chairman Joe Miller
2. Pledge of Allegiance and Invocation – Commissioner
3. Consider additions and deletions to the published agenda
4. Consent Agenda
 - A. Minutes
 - B. Budget Amendments
 - C. Tax refunds, rebates and release
 - D. Resolution to add roads to state system
 - E. Emergency Services requests acceptance of the interlocal agreements for debris removal for the Towns of Angier, Coats, Dunn, Erwin, Lillington and Harnett County Board of Education between Harnett and CrowderGulf, LLC. This interlocal agreement with the County in order to provide for the town's participation under the County's Debris Removal Agreement in the event of a disaster occurrence.
 - F. Public Utilities requests to reauthorize the CWMTF grant for the Erwin Wastewater Improvements Project. The grant agreement needs to be reauthorized now due to HCDPU wanting to use the grant funds to pay down the State Revolving Fund Loan which was the primary funding source for the project.
 - G. Staff Attorney requests public disclosure per NCGS 143-318.11(a)(3) of the worker's compensation claim of Stephen Holland, IC 408846, final settlement of \$55,000.
 - H. Cooperative Extension requests permission to receive funds from the United Way of Harnett County during the FY 2013-2014 in the amount of \$800 contingent upon available funding for delivery of services.
 - I. Resolution to Convey County Owned Real Property to Habitat for Humanity of Harnett County, Inc.
5. Period of up to 30 minutes for informal comments allowing 3 minutes for each presentation
6. Appointments
7. County Manager's report – Tommy Burns, County Manager
 - Community Development Monthly Performance Status Report
 - Sandhills Center Quarterly Fiscal Report for period ending December 31, 2013
8. New Business
9. Closed Session
10. Adjourn

HARNETT COUNTY BOARD OF COMMISSIONERS

Minutes of Regular Meeting

January 21, 2014

The Harnett County Board of Commissioners met in regular session on Tuesday, January 21, 2014, in the Commissioners Meeting Room, County Administration Building, 102 East Front Street, Lillington, North Carolina.

Members present: Joe Miller, Chairman
 Gary House, Vice Chairman
 Jim Burgin, Commissioner
 Beatrice B. Hill, Commissioner
 Gordon Springle, Commissioner

Staff present: Tommy Burns, County Manager
 Joseph Jeffries, Deputy County Manager
 Dwight Snow, County Attorney
 Kimberly Honeycutt, Finance Officer
 Margaret Regina Wheeler, Clerk to the Board

Chairman Miller called the meeting to order at 7:00 pm. Vice Chairman House led the pledge of allegiance and invocation.

Chairman Miller called for additions and deletions to the published agenda. Vice Chairman House moved to approve the agenda as published. Commissioner Hill seconded the motion which passed unanimously.

Vice Chairman House moved to approve the items listed on the consent agenda. Commissioner Springle seconded the motion which passed unanimously.

1. Minutes: - December 16, 2013 Regular Meeting Minutes
 - January 6, 2014 Regular Meeting Minutes

2. Budget Amendments:

186 Social Services Department

Code 110-7710-441.88-65	SHIIP Medicare Outreach	4,000 increase
110-0000-331.77-11	SHIIP Medicare Outreach	4,000 increase

189 Cooperative Extension

Code 110-7300-465.60-39	Other Materials (Better Kid Care)	2,479 increase
110-0000-399.00-00	Appropriated funds (Better Kid Care Program)	2,479 increase

3. Tax refunds, rebates and release (**Attachment 1**)
4. Resolutions to add roads to state system (**Attachment 2 & 3**)
5. Public Library requested permission to apply for the Coretta Scott King Book Awards Donation Grant. This grant provides child-serving agencies with different books, including award winning titles by African American Authors and Illustrators. Library staff believes this grant will help us build and diversify our book collection with no expense to the county.
6. Public Library requested permission to apply for the LSTA NC Cardinal Grant from the NC State Library. This grant enables eligible public libraries to join the NC Cardinal consortium, a public library shared catalog and statewide library card project. This grant is not for a monetary amount, but rather covers the expense of having our current system migrated to NC Cardinal. Staff believes the net result will be a more user friendly, cost efficient system with access to a collection many times larger than our current offerings.
7. Parks and Recreation requested approval of Change Order 1 for the Anderson Creek Park Site Improvement project (CP1203). The change order increases the contract with Compendium Contracting by \$6,110 which is still within the project budget. The increase is due to the need to demolish an existing structure at the site that could cause liability issues due to disrepair and the construction of a bridge leading to the playground area.
8. Social Services requested approval for the acceptance of \$4,000 in grant funding through the Seniors Health Insurance Information Program. Not matching funds are required. The grant will be to provide counseling activities and services through a contract provider to inform senior citizens of medical assistance benefits. Services include counseling Medicare beneficiaries and caregivers about Medicare, Medicare supplements, Medicare Advantage, Medicare Part D, and long-term care insurance. Staff believes these efforts will make it possible to inform a greater percentage of the senior population potentially eligible for benefits.
9. Finance Officer requested approval of recommended changes to the Personnel Ordinance Article VI, § 20, regarding Petty Leave. The recommended changes include 1) Grant full use of the 14 hours on January 1st of each year instead of prorating the leave over the calendar year, 2) Allow petty leave to be combined with other types of leave; and 3) change the expiration of unused petty leave from December 31st to November 30th.

Chairman Miller opened the floor for informal comments by the public, allowing up to 3 minutes for each presentation up to 30 minutes.

- Katherine Schoenlein of 47 Sunrise Court in Cameron said she was happy to hear they are getting a Walmart on Hwy 87. Mrs. Schoenlein said she understands there are

fiber-optics and natural gas in Spring Lake and Sanford and asked who is responsible for getting those in-between in Harnett County. Chairman Miller responded that this is in the process of being worked on.

- Jaysen Yochim of 50 Ticonderoga Road in Cameron asked if there had been any update on the school situation; particularly if they had been able to find a location for a school in the southwest area, Spout Springs. Mr. Yochim also asked where the grocery store would be located in their area and noted he is not in favor of waiving the \$500 rec fee if it comes back up.

Commissioner Hill moved to approve the appointments listed below. Commissioner Springle seconded the motion which passed unanimously.

TOWN OF ANGIER PLANNING BOARD – ETJ MEMBER

Danny Honeycutt of 31 Chasewood Drive (nominated by Commissioner Hill) was appointed as a member of the Town of Angier Planning Board and an alternate of the Town of Angier Board of Adjustment for a term of two years expiring December 31, 2015.

JUVENILE CRIME PREVENTION COUNCIL

Police Chief Frankie Powers (nominated by Commissioner Springle) was appointed to serve on this council in the position of Police Chief which is required by NCGA 143B-543 for a term of two years expiring January 31, 2016.

Mr. Burns presented the following reports:

- Public Health Activities Summary - December 2013
- Planning Services Report – December 2013
- Interdepartmental Budget Amendments/Changer Orders

Mr. Burns reported the Board would hold their annual planning retreat on February 25, 2014, at Campbell University from 9:00 am until 4:00 pm. Mr. Burns noted some of our departments will join the group for part of the upcoming retreat and staff is already working on the 2014/2015 budget. Mr. Burns also noted the County will operate on a 2 hour delay the following day.

Mr. Burns mentioned future discussions regarding the recent school trip taken by several members of the Board of Education and Board of Commissioners. Mr. Burns said at that time we may have some more information from Fort Bragg on the school site as well as the Fort Bragg Garrison Commander has requested an acknowledgement letter one way or the other regarding the Hairfield Farm Tract. Mr. Burns said the committee is still discussing if they will be able to use the Hairfield Farm Tract or not.

Chairman Miller called for any new business. Vice Chairman House said he made a motion at the June 27, 2013, board meeting to accept the proposed general fund budget as presented with the modification of adding a capital reserve fund to be funded with the excess revenues over expenditures. He said to his knowledge that fund has not been set up yet. Vice Chairman House went over some figures that he believes leaves approximately \$2.2 Million available to go in the

capital reserve fund which he said would drop the County's unassigned balance to 14.3%. Vice Chairman House noted the Board had previously set a five year goal to bring that percentage up to 15% and made it in less than 2 years. He said it is real important that we start funding our construction and capital needs of the school system and said he would like staff to prepare a budget amendment for the next meeting to vote on to put the money in the capital reserve fund. Vice Chairman House said we have some desperate needs, schools are busting at the seam and we have given the School Board a lot of options which he doesn't think they have really seriously looked at. Vice Chairman House asked Mr. Burns to gather information on a bond referendum for the Board to discuss possibly having on the ballot in May or November of this year.

Vice Chairman House said he, along with Chairman Miller and Mr. Burns, recently attended a School of Government training where he asked other participants if their chairman rotated each year which 12 or 14 said they did. Vice Chairman House said they have discussed chair rotation in the past and asked Mr. Burns to work on some wording for their Rules of Procedure for the Board to discuss regarding rotation of the chairman each year.

Chairman Miller asked Mrs. Honeycutt to get the Board some figures on the money the County did have at the end of this past fiscal year, money we have to pay back to the general fund and what money we have left over that can be put in this capital reserve fund. Chairman Miller said the Board did pass a resolution that they were going to put money in that capital reserve fund and he thinks they need to make good on that. Vice Chairman House noted the ¼ cent sales tax would start going into the fund starting April 1st. Commissioner Hill asked if the federal government is going to help us in that area. Mr. Burns reported that he had recently responded to the NCACC request for federal legislative priorities asking them to consider looking at per pupil funding for military students.

There was no need for closed session.

Commissioner Springle moved to adjourn the meeting at 7:16 pm. Commissioner Hill seconded the motion which passed unanimously.

Joe Miller, Chairman

Margaret Regina Wheeler, Clerk

Approved by the Harnett
County Board of Commissioners

Board Report

Date : 01/21/2014

Margaret Regina [Signature] Clerk
Approved By: H.C. BOC 1-21-14

TO : HARNETT COUNTY BOARD OF COMMISSIONERS

RE: CONSIDERATION OF REFUND FOR TAXES, INTEREST AND PENALTIES FOR ALL MUNICIPALITIES

No.	Name of Tax Payer	Bill #	Tax, Interest and Penalties	Total Refund	Request Status	Reason
1	BEALS, JESSICA LYNN BEALS, JEREMY SCOTT	0002097666- 2013- 2013- 000000	City 0.00 County 193.96	193.96	Refund	Military Exemption
2	COATS, MORRIS WAYNE	0001273855- 2013- 2013- 000000	City(CI04) 0.53 County 0.79	1.32	Refund	Double-Listed
3	DEVAULT, CRYSTAL M SHELLE HOYT, JOHN THOMAS	0002109412- 2013- 2013- 000000	City 0.00 County 122.60	122.60	Refund	Military Exemption
4	LEAIRD, JESSIE VAN LEAIRD, LAURA B	0000030664- 2010- 2010- 000000	City 0.00 County 37.14	37.14	Refund	Value Decrease
5	LOGAN COURT DEVELOPMENT LLC	0000031804- 2013- 2013- 000000	City 0.00 County 210.00	210.00	Refund	Only 5 buildings on property; release 3 solid waste fees
6	PARRISH, JOSEPH RONNIE B, PARRISH SUE	0000006497- 2013- 2013- 000000	City 0.00 County 140.00	140.00	Refund	No homes on property; release 2 solid waste fees
7	SCHEUNEMANN, THOMAS WAYNE	0002076507- 2013- 2012- 110000	City 0.00 County 100.28	100.28	Refund	Double-Listed
8	SEDER, JACOB SEDAR, HEATHER PILAR	0001894405- 2011- 2011- 000000	City 0.00 County 111.62	111.62	Refund	Military Exemption
9	SEDER, JACOB SEDAR, HEATHER PILAR	0001894405- 2012- 2012- 000000	City 0.00 County 110.55	110.55	Refund	Military Exemption
10	SEDER, JACOB	0001899111- 2011- 2011- 000000	City 0.00 County 55.94	55.94	Refund	Military Exemption
11	SEDER, JACOB	0001899111- 2012- 2012- 000000	City 0.00 County 49.01	49.01	Refund	Military Exemption
12	SEDER, JACOB SEDAR, HEATHER PILAR	0002105764- 2013- 2013- 000000	City 0.00 County 108.24	108.24	Refund	Military Exemption
13	TAUL, CHRISTOPHER JAMES	0001896144- 2013- 2013- 000000	City 0.00 County 88.48	88.48	Refund	Military Exemption
14	WELLINGTON, REGE AJ	0002078583- 2012- 2012- 000000	City 0.00 County 120.97	120.97	Refund	Military Exemption
15	WEST, DOUGLAS H	0000058339- 2013- 2013- 000000	City 0.00 County 70.00	70.00	Refund	Only 4 homes on property; release 1 solid waste fee
	WM. A. TONY WILDER Revenue Administrator		City Total County Total Total to be Refunded	0.53 1,519.58 1,520.11		

Approved by the Harnett
County Board of Commissioners

Date 1-21-14
Margaret Davis

Board Report

Date : 01/21/2014

Approved By : HC BOC 1-21-14

TO : HARNETT COUNTY BOARD OF COMMISSIONERS

RE: CONSIDERATION OF REFUND FOR TAXES, INTEREST AND PENALTIES FOR ALL MUNICIPALITIES

No.	Name of Tax Payer	Bill #	Tax, Interest and Penalties	Total Refund	Request Status	Reason
1	CHALMERS, JOHNNIE J PARTHUNIA, CHALMERS	0000010379- 2013- 2013- 000000	City 0.00 County 516.82	516.82	Refund	Veterans Exemption
	WM. A. TONY WILDER Revenue Administrator		City Total County Total Total to be Refunded	0.00 516.82 516.82		



RESOLUTION

BE IT RESOLVED that the Harnett County Board of Commissioners does hereby, by proper execution of this document, requests that the North Carolina Department of Transportation add to the State's Secondary Road System the below listed street.

Persimmon Hill Subdivision

- Wellstone Drive
- Fair Barn Road
- Applecross Court
- Old Corral Avenue
- Old Field Loop
- Trail Rider Lane

Duly adopted this 21st day of January, 2014.



HARNETT COUNTY BOARD OF COMMISSIONERS

Joe Miller, Chairman

ATTEST:

Margaret Regina Wheeler
Clerk to the Board

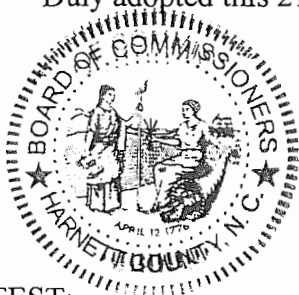


RESOLUTION

BE IT RESOLVED that the Harnett County Board of Commissioners does hereby, by proper execution of this document, requests that the North Carolina Department of Transportation add to the State's Secondary Road System the below listed street.

Austin Farms Subdivision
Two Fields Drive

Duly adopted this 21st day of January, 2014.



HARNETT COUNTY BOARD OF COMMISSIONERS

Joe Miller, Chairman

ATTEST:

Margaret Regina Wheeler
Clerk to the Board

BUDGET ORDINANCE AMENDMENT

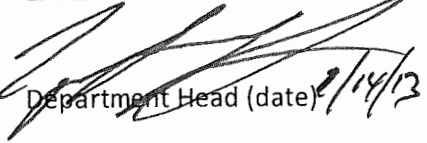
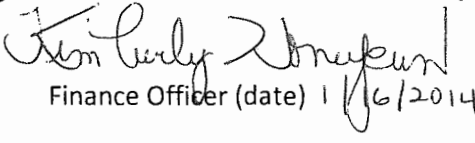
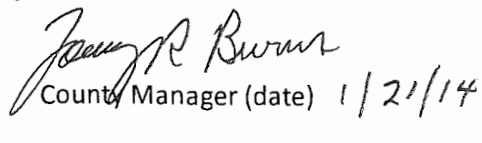
BE IT ORDAINED by the Governing Board of the County of Harnett, North Carolina, that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2014:

Section 1. To amend the General Fund, Cooperative Extension, the appropriations are to be changed as follows:

EXPENDITURE CODE NUMBER	DESCRIPTION OF CODE	AMOUNT INCREASE	AMOUNT DECREASE
110-7300-465-60-39	Other Materials (Better Kid Care)	2520	

REVENUE CODE NUMBER	DESCRIPTION OF CODE	AMOUNT INCREASE	AMOUNT DECREASE
110-0000-331-73-05	Better Kid Care <i>Training</i>	2520	

EXPLANATION: APPROVALS: To budget funds received for Better Kid Care program for FY 2013-2014

 Department Head (date) *2/14/13*  Finance Officer (date) *1/16/2014*  County Manager (date) *1/21/14*

Section 2. Copies of this budget amendment shall be furnished to the Clerk to the Board, and to the Budget Officer and the Finance Officer for their direction.

Adopted this day of ,

Margaret Regina Wheeler
Clerk to the Board

Chairman
Harnett County Board of Commissioners

1716

11/13/14

Board Report

Date : 02/03/2014

Approved By : _____

TO : HARNETT COUNTY BOARD OF COMMISSIONERS

RE: CONSIDERATION OF REFUND FOR TAXES, INTEREST AND PENALTIES FOR ALL MUNICIPALITIES

No.	Name of Tax Payer	Bill #	Tax, Interest and Penalties	Total Refund	Request Status	Reason																																																																																																																																							
1	BOWDEN, JOSEPH T BOWDEN, BARBARA M	0000005640- 2012- 2012- 000000	City	0.00	497.52	Refund	Value Decrease																																																																																																																																						
			County	497.52				2	CARRASCO, HEATHER MICHELLE CARRASCO, JARED BRADLEY	0001777016- 2010- 2010- 000000	City	0.00	84.35	Refund	Military Exemption	County	84.35	3	CARRASCO, HEATHER MICHELLE CARRASCO, JARED BRADLEY	0001777016- 2011- 2011- 000000	City	0.00	82.59	Refund	Military Exemption	County	82.59	4	CLARK, PHYLLIS MCAULEY	0000011143- 2013- 2013- 000000	City	0.00	189.84	Refund	Value Decrease	County	189.84	5	ENNIS, GARY L	0000016718- 2012- 2012- 000000	City	0.00	32.20	Refund	Land Use	County	32.20	6	ENNIS, GARY L	0000016718- 2013- 2013- 000000	City	0.00	32.60	Refund	Land Use	County	32.60	7	ENNIS, GARY L	0000016719- 2012- 2012- 000000	City	0.00	32.20	Refund	Land Use	County	32.20	8	ENNIS, GARY L	0000016719- 2013- 2013- 000000	City	0.00	32.60	Refund	Land Use	County	32.60	9	ENNIS, GARY L	0000016720- 2012- 2012- 000000	City	0.00	65.86	Refund	Land Use	County	65.86	10	ENNIS, GARY L	0000016720- 2013- 2013- 000000	City	0.00	65.86	Refund	Land Use	County	65.86	11	ENNIS, GARY L	0000016721- 2012- 2012- 000000	City	0.00	403.15	Refund	Land Use	County	403.15	12	ENNIS, GARY L	0000016721- 2013- 2013- 000000	City	0.00	403.15	Refund	Land Use	County	403.15	13	GONZALEZ, LUIS ALBERTO	0001887768- 2012- 2012- 000000	City	0.00	64.52	Refund	Military Exemption	County	64.52	14	HARRINGTON, DANIEL M	0000022800- 2013- 2013- 000000	City	0.00	140.00	Refund	No Dwelling on Property	County	140.00	15	JONES, RICKIE	0000036704- 2012- 2012- 000000	City
2	CARRASCO, HEATHER MICHELLE CARRASCO, JARED BRADLEY	0001777016- 2010- 2010- 000000	City	0.00	84.35	Refund	Military Exemption																																																																																																																																						
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			County	32.20				6	ENNIS, GARY L	0000016718- 2013- 2013- 000000	City	0.00	32.60	Refund	Land Use	County	32.60	7	ENNIS, GARY L	0000016719- 2012- 2012- 000000	City	0.00	32.20	Refund	Land Use	County	32.20	8	ENNIS, GARY L	0000016719- 2013- 2013- 000000	City	0.00	32.60	Refund	Land Use	County	32.60	9	ENNIS, GARY L	0000016720- 2012- 2012- 000000	City	0.00	65.86	Refund	Land Use	County	65.86	10	ENNIS, GARY L	0000016720- 2013- 2013- 000000	City	0.00	65.86	Refund	Land Use	County	65.86	11	ENNIS, GARY L	0000016721- 2012- 2012- 000000	City	0.00	403.15	Refund	Land Use	County	403.15	12	ENNIS, GARY L	0000016721- 2013- 2013- 000000	City	0.00	403.15	Refund	Land Use	County	403.15	13	GONZALEZ, LUIS ALBERTO	0001887768- 2012- 2012- 000000	City	0.00	64.52	Refund	Military Exemption	County	64.52	14	HARRINGTON, DANIEL M	0000022800- 2013- 2013- 000000	City	0.00	140.00	Refund	No Dwelling on Property	County	140.00	15	JONES, RICKIE	0000036704- 2012- 2012- 000000	City	0.00	454.50	Refund	Value Decrease	County	454.50																																		
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16 SEDER, JACOB SEDER, HEATHER PILAR	0002081113- 2012- 2012- 000000	City	0.00	208.73	Refund	Military Exemption
		County	208.73			
17 SMITH, JASON CHARLES	0002082770- 2013- 2011- 110000	City	0.00	13.18	Refund	Double-Listed
		County	13.18			
18 SMITH, JASON CHARLES	0002082770- 2013- 2012- 110000	City	0.00	11.16	Refund	Double-Listed
		County	11.16			
19 VAUL TRUST	0002101535- 2013- 2013- 000000	City(CI02)	111.43	291.02	Refund	Situs Correction
		County	179.59			
20 WAGNER, BRIAN ERIC	0002109039- 2013- 2013- 000000	City	0.00	76.48	Refund	Military Exemption
		County	76.48			
Keith Faulkner		City Total		111.43		
Acting Tax Administrator		County Total		3,070.08		
		Total to be Refunded		3,181.51		

Board Report

Date : 02/03/2014

Approved By : _____

TO : HARNETT COUNTY BOARD OF COMMISSIONERS

RE: CONSIDERATION OF REFUND FOR TAXES, INTEREST AND PENALTIES FOR ALL MUNICIPALITIES

No.	Name of Tax Payer	Bill #	Tax, Interest and Penalties	Total Refund	Request Status	Reason
1	ENNIS, GARY L	0001694204- 2012- 2012- 000000	City 0.00 County 2,238.03	2,238.03	Refund	Property in Land Use
2	ENNIS, GARY L	0001694204- 2013- 2013- 000000	City 0.00 County 2,264.96	2,264.96	Refund	Property in Land Use
	Keith Faulkner		City Total	0.00		
	Acting Tax Administrator		County Total	4,502.99		
			Total to be Refunded	4,502.99		



RESOLUTION

BE IT RESOLVED that the Harnett County Board of Commissioners does hereby, by proper execution of this document, requests that the North Carolina Department of Transportation add to the State's Secondary Road System the below listed street.

Johnsonville Township
Cabin Creek Lane

Duly adopted this 3rd day of February, 2014.

HARNETT COUNTY BOARD OF COMMISSIONERS

Joe Miller, Chairman

ATTEST:

Margaret Regina Wheeler
Clerk to the Board



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

PAT MCCRORY
GOVERNOR

ANTHONY J. TATA
SECRETARY

June 13, 2013 *rec'd 1-23-14*

Division Six - District Two
Harnett County

Mr. Jim Burgin, Chairman
Harnett County Board of Commissioners
Post Office Box 759
Lillington, North Carolina 27546

Subject: Secondary Road Addition

Dear Mr. Burgin:

This is reference to a petition submitted to this office requesting street(s) in Harnett County be placed on the State's Secondary Road System. Please be advised that these street(s) have been investigated and our findings are that the below listed street(s) are eligible for addition to the State System.

Johnsonville Township

- Cabin Creek Lane

It is our recommendation that the above named street(s) be placed on the State's Secondary Road System. If you and your Board concur in our recommendation, please submit a resolution to this office.

Sincerely,

A handwritten signature in cursive script, appearing to read "David Plummer".

David Plummer
Engineering Technician

**Board Meeting
Agenda Item**

MEETING DATE: **February 3, 2014**

TO: HARNETT COUNTY BOARD OF COMMISSIONERS

SUBJECT: **Acceptance of interlocal agreements for debris removal for towns of Angier, Coats, Dunn, Erwin, Lillington and Harnett County Board of Education with County of Harnett and CrowderGulf, LLC**

REQUESTED BY: **Gary Pope, Emergency Services**

REQUEST:

We are requesting for the acceptance of the interlocal agreements for debris removal for the towns of Angier, Coats, Dunn, Erwin, Lillington, and Harnett County Board of Education between County of Harnett and CrowderGulf, LLC. The towns and the Board of Education wish to enter into this interlocal agreement with the County in order to provide for the town's participation under the County's Debris Removal Agreement in the event of a disaster occurrence.

Harnett County's Debris Removal Agreement has previously been approved.

COUNTY MANAGER'S RECOMMENDATION:

INTERLOCAL AGREEMENT

WHEREAS, County of Harnett ("County") has entered into an agreement for debris management & removal services with CrowderGulf, LLC dated as of July 1, 2013 (the "Debris Management & Removal Services Agreement"), and

WHEREAS, the Town of Angier, State of North Carolina ("Town"), for the benefit of its citizens and for the purposes of greater economy and efficiency, wishes to enter into this Interlocal Agreement pursuant to N.C. Gen. Stat. §160A-460 et. seq. with County in order to provide for the Town's participation under the Debris Management & Removal Services Agreement;

NOW, THEREFORE, the County and the Town, each through their authorized representative/official, and agree as follows:

Town, in order best to serve the interests of its citizens, and to protect them from imminent health and safety hazards, agrees to the terms of the Debris Management & Removal Services Agreement between County and CrowderGulf, which provides for the removal of debris in the event of a disaster occurrence.

County hereby delegates to the Town all authority to direct the execution of the scope of services of the Debris Management & Removal Services Agreement within the Town's boundaries.

Town further agrees to bear any portion of the costs associated with work performed within its boundaries under the Debris Management & Removal Services Agreement, which is not eligible for reimbursement by FEMA, and agrees that County shall bear no responsibility for any cost, damage or liability arising from the services performed under the Debris Management & Removal Services Agreement which occurs within the Town's boundaries.

To the extent allowed by law, Town agrees to hold harmless and indemnify County for any cost, damage or liability arising from the services performed under the Debris Management & Removal Services Agreement occurring within the Town's boundaries.

The scope of work under this Interlocal Agreement shall be that of the Debris Management & Removal Services Agreement, including any change orders or modifications thereto. The term/length of this Intergovernmental Agreement shall be that of the Debris Management & Removal Services Agreement, including any extensions to the term of the Debris Management & Removal Services Agreement.

This the ___ day of _____, 2013.

COUNTY OF HARNETT

TOWN OF ANGIER

By: _____
Tommy R. Burns, County Manager

By: R.H. Ellington
R.H. Ellington, Mayor

Accepted by CrowderGulf, LLC

By: [Signature]
Title: PRESIDENT

THIS INSTRUMENT HAS BEEN
PREAUDITED IN THE MANNER REQUIRED
BY THE LOCAL GOVERNMENT BUDGET
AND FISCAL CONTROL ACT
[Signature]
HARNETT COUNTY FINANCE DEPARTMENT



INTERLOCAL AGREEMENT FOR DEBRIS MANAGEMNT AND REMOVAL

WHEREAS, County of Harnett ("County") has entered into an agreement for debris management & removal services with CrowderGulf, LLC dated as of July 1, 2013 (the "Debris Management & Removal Services Agreement"), and

WHEREAS, the Town of Coats, State of North Carolina ("Town"), for the benefit of its citizens and for the purposes of greater economy and efficiency, wishes to enter into this Interlocal Agreement pursuant to N.C. Gen. Stat. §160A-460 *et. seq.* with County in order to provide for the Town's participation under the Debris Management & Removal Services Agreement;

NOW, THEREFORE, the County and the Town, each through their authorized representative/official, and agree as follows:

Town, in order best to serve the interests of its citizens, and to protect them from imminent health and safety hazards, agrees to the terms of the Debris Management & Removal Services Agreement between County and CrowderGulf, which provides for the removal of debris in the event of a disaster occurrence.

County hereby delegates to the Town all authority to direct the execution of the scope of services of the Debris Management & Removal Services Agreement within the Town's boundaries.

Town further agrees to bear any portion of the costs associated with work performed within its boundaries under the Debris Management & Removal Services Agreement, which is not eligible for reimbursement by FEMA, and agrees that County shall bear no responsibility for any cost, damage or liability arising from the services performed under the Debris Management & Removal Services Agreement which occurs within the Town's boundaries.

To the extent allowed by law, Town agrees to hold harmless and indemnify County for any cost, damage or liability arising from the services performed under the Debris Management & Removal Services Agreement occurring within the Town's boundaries.

The scope of work under this Interlocal Agreement shall be that of the Debris Management & Removal Services Agreement, including any change orders or modifications thereto. The term/length of this Intergovernmental Agreement shall be that of the Debris Management & Removal Services Agreement, including any extensions to the term of the Debris Management & Removal Services Agreement.

This the 14 day of November, 2013.

COUNTY OF HARNETT

TOWN OF COATS

By: _____
Tommy R. Burns, County Manager

By: _____
Walter Weeks, Mayor

Accepted by CrowderGulf, LLC
By: _____
Title: PRESIDENT

THIS INSTRUMENT HAS BEEN
PREAUDITED AND APPROVED
BY THE BOARD OF FINANCE
OF THE TOWN OF COATS, NC

TOWN OF COATS, NC FINANCE

INTERLOCAL AGREEMENT

WHEREAS, County of Harnett ("County") has entered into an agreement for debris management & removal services with Crowder Gulf, LLC dated as of July 1, 2013 (the "Debris Management & Removal Services Agreement"), and

WHEREAS, the Town of Erwin, State of North Carolina ("Town"), for the benefit of its citizens and for the purposes of greater economy and efficiency, wishes to enter into this Interlocal Agreement pursuant to N.C. Gen. Stat. §160A-460 et. seq. with County in order to provide for the Town's participation under the Debris Management & Removal Services Agreement;

NOW, THEREFORE, the County and the Town, each through their authorized representative/official, and agree as follows:

Town, in order best to serve the interests of its citizens, and to protect them from imminent health and safety hazards, agrees to the terms of the Debris Management & Removal Services Agreement between County and Crowder Gulf, which provides for the removal of debris in the event of a disaster occurrence.

County hereby delegates to the Town all authority to direct the execution of the scope of services of the Debris Management & Removal Services Agreement within the Town's boundaries.

Town further agrees to bear any portion of the costs associated with work performed within its boundaries under the Debris Management & Removal Services Agreement, which is not eligible for reimbursement by FEMA, and agrees that County shall bear no responsibility for any cost, damage or liability arising from the services performed under the Debris Management & Removal Services Agreement which occurs within the Town's boundaries.

To the extent allowed by law, Town agrees to hold harmless and indemnify County for any cost, damage or liability arising from the services performed under the Debris Management & Removal Services Agreement occurring within the Town's boundaries.

The scope of work under this Interlocal Agreement shall be that of the Debris Management & Removal Services Agreement, including any change orders or modifications thereto. The term/length of this Intergovernmental Agreement shall be that of the Debris Management & Removal Services Agreement, including any extensions to the term of the Debris Management & Removal Services Agreement.

This the 7th day of November, 2013.

COUNTY OF HARNETT

TOWN OF ERWIN

By: _____
Tommy R. Burns, County Manager

By: Richard Douglas
Richard Douglas, Town Manager

Accepted by CrowderGulf, LLC

By: [Signature]
Title: PRESIDENT

[Signature]
KIM BERRY

INTERLOCAL AGREEMENT

WHEREAS, County of Harnett ("County") has entered into an agreement for debris management & removal services with CrowderGulf, LLC dated as of July 1, 2013 (the "Debris Management & Removal Services Agreement"), and

WHEREAS, the City of Dunn, State of North Carolina ("City"), for the benefit of its citizens and for the purposes of greater economy and efficiency, wishes to enter into this Interlocal Agreement pursuant to N.C. Gen. Stat. §160A-460 *et. seq.* with County in order to provide for the City's participation under the Debris Management & Removal Services Agreement;

NOW, THEREFORE, the County and the City, each through their authorized representative/official, and agree as follows:

City, in order best to serve the interests of its citizens, and to protect them from imminent health and safety hazards, agrees to the terms of the Debris Management & Removal Services Agreement between County and CrowderGulf, which provides for the removal of debris in the event of a disaster occurrence.

County hereby delegates to the City all authority to direct the execution of the scope of services of the Debris Management & Removal Services Agreement within the City's boundaries.

City further agrees to bear any portion of the costs associated with work performed within its boundaries under the Debris Management & Removal Services Agreement, which is not eligible for reimbursement by FEMA, and agrees that County shall bear no responsibility for any cost, damage or liability arising from the services performed under the Debris Management & Removal Services Agreement which occurs within the City's boundaries.

To the extent allowed by law, City agrees to hold harmless and indemnify County for any cost, damage or liability arising from the services performed under the Debris Management & Removal Services Agreement occurring within the City's boundaries.

The scope of work under this Interlocal Agreement shall be that of the Debris Management & Removal Services Agreement, including any change orders or modifications thereto. The term/length of this Intergovernmental Agreement shall be that of the Debris Management & Removal Services Agreement, including any extensions to the term of the Debris Management & Removal Services Agreement.

This the 10th day of December, 2013.

COUNTY OF HARNETT

CITY OF DUNN

By: _____
Tommy R. Burns, County Manager

By: Ronald D. Autry
Ronald D. Autry, City Manager

Accepted by CrowderGulf, LLC

By: [Signature]
Title: PRESIDENT

[Signature]

INTERLOCAL AGREEMENT

WHEREAS, County of Harnett ("County") has entered into an agreement for debris management & removal services with CrowderGulf, LLC dated as of July 1, 2013 (the "Debris Management & Removal Services Agreement"), and

WHEREAS, the City of Dunn, State of North Carolina ("City"), for the benefit of its citizens and for the purposes of greater economy and efficiency, wishes to enter into this Interlocal Agreement pursuant to N.C. Gen. Stat. §160A-460 *et. seq.* with County in order to provide for the City's participation under the Debris Management & Removal Services Agreement;

NOW, THEREFORE, the County and the City, each through their authorized representative/official, and agree as follows:

City, in order best to serve the interests of its citizens, and to protect them from imminent health and safety hazards, agrees to the terms of the Debris Management & Removal Services Agreement between County and CrowderGulf, which provides for the removal of debris in the event of a disaster occurrence.

County hereby delegates to the City all authority to direct the execution of the scope of services of the Debris Management & Removal Services Agreement within the City's boundaries.

City further agrees to bear any portion of the costs associated with work performed within its boundaries under the Debris Management & Removal Services Agreement, which is not eligible for reimbursement by FEMA, and agrees that County shall bear no responsibility for any cost, damage or liability arising from the services performed under the Debris Management & Removal Services Agreement which occurs within the City's boundaries.

To the extent allowed by law, City agrees to hold harmless and indemnify County for any cost, damage or liability arising from the services performed under the Debris Management & Removal Services Agreement occurring within the City's boundaries.

The scope of work under this Interlocal Agreement shall be that of the Debris Management & Removal Services Agreement, including any change orders or modifications thereto. The term/length of this Intergovernmental Agreement shall be that of the Debris Management & Removal Services Agreement, including any extensions to the term of the Debris Management & Removal Services Agreement.

This the 10th day of December, 2013.

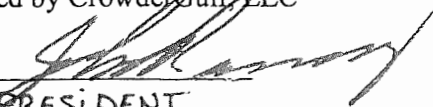
COUNTY OF HARNETT

CITY OF DUNN

By: _____
Tommy R. Burns, County Manager

By: 
Ronald D. Autry, City Manager

Accepted by CrowderGulf, LLC

By: 
Title: PRESIDENT



INTERLOCAL AGREEMENT

WHEREAS, County of Harnett ("County") has entered into an agreement for debris management & removal services with CrowderGulf, LLC dated as of July 1, 2013 (the "Debris Management & Removal Services Agreement"), and

WHEREAS, the Town of Lillington, State of North Carolina ("Town"), for the benefit of its citizens and for the purposes of greater economy and efficiency, wishes to enter into this Interlocal Agreement pursuant to N.C. Gen. Stat. §160A-460 *et. seq.* with County in order to provide for the Town's participation under the Debris Management & Removal Services Agreement;

NOW, THEREFORE, the County and the Town, each through their authorized representative/official, and agree as follows:

Town, in order best to serve the interests of its citizens, and to protect them from imminent health and safety hazards, agrees to the terms of the Debris Management & Removal Services Agreement between County and CrowderGulf, which provides for the removal of debris in the event of a disaster occurrence.

County hereby delegates to the Town all authority to direct the execution of the scope of services of the Debris Management & Removal Services Agreement within the Town's boundaries.

Town further agrees to bear any portion of the costs associated with work performed within its boundaries under the Debris Management & Removal Services Agreement, which is not eligible for reimbursement by FEMA, and agrees that County shall bear no responsibility for any cost, damage or liability arising from the services performed under the Debris Management & Removal Services Agreement which occurs within the Town's boundaries.

To the extent allowed by law, Town agrees to hold harmless and indemnify County for any cost, damage or liability arising from the services performed under the Debris Management & Removal Services Agreement occurring within the Town's boundaries.

The scope of work under this Interlocal Agreement shall be that of the Debris Management & Removal Services Agreement, including any change orders or modifications thereto. The term/length of this Intergovernmental Agreement shall be that of the Debris Management & Removal Services Agreement, including any extensions to the term of the Debris Management & Removal Services Agreement.

This the 12th day of November, 2013.

COUNTY OF HARNETT

TOWN OF LILLINGTON

By: _____
Tommy R. Burns, County Manager

By: [Signature]
Bill Summers, Town Manager

Accepted by CrowderGulf, LLC

By: [Signature]
Title: PRESIDENT



[Signature]

INTERLOCAL AGREEMENT

WHEREAS, County of Harnett ("County") has entered into an agreement for debris management & removal services with CrowderGulf, LLC dated as of July 1, 2013 (the "Debris Management & Removal Services Agreement"), and

WHEREAS, the Town of Lillington, State of North Carolina ("Town"), for the benefit of its citizens and for the purposes of greater economy and efficiency, wishes to enter into this Interlocal Agreement pursuant to N.C. Gen. Stat. §160A-460 *et. seq.* with County in order to provide for the Town's participation under the Debris Management & Removal Services Agreement;

NOW, THEREFORE, the County and the Town, each through their authorized representative/official, and agree as follows:

Town, in order best to serve the interests of its citizens, and to protect them from imminent health and safety hazards, agrees to the terms of the Debris Management & Removal Services Agreement between County and CrowderGulf, which provides for the removal of debris in the event of a disaster occurrence.

County hereby delegates to the Town all authority to direct the execution of the scope of services of the Debris Management & Removal Services Agreement within the Town's boundaries.

Town further agrees to bear any portion of the costs associated with work performed within its boundaries under the Debris Management & Removal Services Agreement, which is not eligible for reimbursement by FEMA, and agrees that County shall bear no responsibility for any cost, damage or liability arising from the services performed under the Debris Management & Removal Services Agreement which occurs within the Town's boundaries.

To the extent allowed by law, Town agrees to hold harmless and indemnify County for any cost, damage or liability arising from the services performed under the Debris Management & Removal Services Agreement occurring within the Town's boundaries.

The scope of work under this Interlocal Agreement shall be that of the Debris Management & Removal Services Agreement, including any change orders or modifications thereto. The term/length of this Intergovernmental Agreement shall be that of the Debris Management & Removal Services Agreement, including any extensions to the term of the Debris Management & Removal Services Agreement.

This the 12th day of November, 2013.

COUNTY OF HARNETT

TOWN OF LILLINGTON

By: _____
Tommy R. Burns, County Manager

By: [Signature]
Bill Summers, Town Manager

Accepted by CrowderGulf, LLC

By: [Signature]
Title: PRESIDENT



[Signature]

INTERLOCAL AGREEMENT

WHEREAS, County of Harnett ("County") has entered into an agreement for debris management & removal services with CrowderGulf, LLC dated as of July 1, 2013 (the "Debris Management & Removal Services Agreement"), and

WHEREAS, the Harnett County Board of Education ("Board"), for the benefit of the citizens of Harnett County and for the purposes of greater economy and efficiency, wishes to enter into this Interlocal Agreement pursuant to N.C. Gen. Stat. §160A-460 *et. seq.* with County in order to provide for the Board's participation under the Debris Management & Removal Services Agreement;

NOW, THEREFORE, the County and the Board, each through their authorized representative/official, and agree as follows:

Board, in order best to serve the interests of the citizens of Harnett County, and to protect them from imminent health and safety hazards, agrees to the terms of the Debris Management & Removal Services Agreement between County and CrowderGulf, which provides for the removal of debris in the event of a disaster occurrence.

County hereby delegates to the Board all authority to direct the execution of the scope of services of the Debris Management & Removal Services Agreement on property owned by the Board, which property is more particularly described in Exhibit A and incorporated by reference herein.

Board further agrees to bear any portion of the costs associated with work performed on its property under the Debris Management & Removal Services Agreement, which is not eligible for reimbursement by FFMA, and agrees that County shall bear no responsibility for any cost, damage or liability arising from the services performed under the Debris Management & Removal Services Agreement which occurs on the Board's property. Board agrees to pay County for its portion of any costs within sixty (60) days of presentation of an invoice by the County.

To the extent allowed by law, Board agrees to hold harmless and indemnify County for any cost, damage or liability arising from the services performed under the Debris Management & Removal Services Agreement occurring on the Board's property.

The scope of work under this Interlocal Agreement shall be that of the Debris Management & Removal Services Agreement, including any change orders or modifications thereto. The term/length of this Intergovernmental Agreement shall be that of the Debris Management & Removal Services Agreement, including any extensions to the term of the Debris Management & Removal Services Agreement.

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Provided, however, the County shall notify the Board in writing of any extension to the term of the Debris Management & Removal Services Agreement, and the Board may decline to extend the term of this Interlocal Agreement by taking action and notifying the County within sixty days of the Board's receipt of this notice. The County and the Board may amend this Interlocal Agreement at any time by mutual written agreement of the County and the Board. The County and the Board may terminate this Interlocal Agreement at any time by mutual written agreement of the County and the Board.

This the 4th day of November, 2013.

COUNTY OF HARNETT

HARNETT COUNTY BOARD OF
EDUCATION

By: _____
~~Jim Burgin~~, Chair Joe Miller
Board of Commissioners

By: Chuck Levorse
Chuck Levorse, Chairman
Harnett County Board of Education

Attest:

Attest:

Margaret Wheeler, Clerk,
Board of Commissioners

Thomas S. Frye
Thomas S. Frye, Superintendent
Harnett County Board of Education

Accepted by Crowder Gulf, LLC

By: _____
Title: PRESIDENT

RECEIVED BY THE COUNTY CLERK
BY THE COUNTY CLERK

Kimberly Z. Meyer 2

HARNETT COUNTY SCHOOLS
*PO Box 1029 * Lillington, NC 27546 * (910) 893-8151*

SCHOOL	ADDRESS	ZIP	PHONE	FAX	GRADE	PRINCIPAL/SECRETARY
Academic Support Center	P. O. Box 1029 Lillington	27546	910 893-8151	910 893-2053	6 - 12	Larry Northe
Anderson Creek Primary	914 Anderson Creek Sch. Rd. Bunnlevel	28323	910 893-4523	910 893-6752	K - 2	Leanne O'Quinn Alicia O'Donoghue
Angier Elementary	130 E. McIver Angier	27501	919 639-2635	919 639-9583	3 - 5	Virginia Taylor Jamie Ingram
Benhaven Elementary	2815 Olivia Rd., PO Box 9 Olivia	28368	919 499-4811	919 499-1401	K - 5	Lora Street Belinda McGugan
Boone Trail Elementary	1425 Adcock Road Lillington	27546	910 893-4013	910 893-6865	K - 5	Brookie Ferguson Gina Jernigan
Buies Creek Elementary	340 Main Street, PO Box 68 Buies Creek	27506	910 893-3505	910 893-6979	K - 5	Sharon Johnson Connie Bennett
Coats Elementary	585 Brick Mill Road Coats	27521	910 897-8353	910 897-4737	K - 5	Sandy Howard Joy Coats
Coats-Erwin Middle	2833 NC Hwy 55 East Dunn	28334	910 230-0300	910 230-0306	6 - 8	Whit Bradham Tammy Lockamy
Dunn Middle	1301 Meadowlark Rd. Dunn	28334	910 892-1016	910 892-7923	6 - 8	Tina Tasker Elaine Leggett
Erwin Elementary	301 S. 10th St. Erwin	28339	910 897-7178	910 897-3460	3 - 5	Angela Hill Tammy Lee
Gentry Primary	114 Porter Drive Erwin	28339	910 897-5711	910 897-4543	K - 2	Jeane Pope Pam Brown
Harnett Central High	2911 Harnett Central Rd. Angier	27501	919 639-6161	919 639-3642	9 - 12	Chris Mace Jennifer Lane
Harnett Central Middle	2529 Harnett Central Rd. Angier	27501	919 639-6000	919 639-9617	6 - 8	Linwood Smith Mitchell Cotton
Harnett Primary	800 W. Harnett St. Dunn	28334	910 892-0126	910 892-5561	K - 3	Sylvia Wilkins Sheila Wiley
Highland Elementary	1915 Buffalo Lake Road Sanford	27332	919 499-2200	919 499-2524	K - 5	Tina Miller Jennifer Zentmayer
Johnsonville Elementary	18495 NC Hwy 27 West Cameron	28326	919 499-4912	919 499-1402	K - 5	Christy Thomas Janice Chalmers
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Overhills Middle	2711 Ray Road Spring Lake	28390	910 436-0009	910 436-0948	6 - 8	Shamica Long Tammie Lingerfelt
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INTERLOCAL AGREEMENT

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WHEREAS, the Harnett County Board of Education ("Board"), for the benefit of the citizens of Harnett County and for the purposes of greater economy and efficiency, wishes to enter into this Interlocal Agreement pursuant to N.C. Gen. Stat. §160A-460 *et. seq.* with County in order to provide for the Board's participation under the Debris Management & Removal Services Agreement;

NOW, THEREFORE, the County and the Board, each through their authorized representative/official, and agree as follows:

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This the 4th day of November, 2013.

COUNTY OF HARNETT

HARNETT COUNTY BOARD OF EDUCATION

By: _____
~~Jim Burgin~~, Chair Joe Miller
Board of Commissioners

By: Chuck Levorse
Chuck Levorse, Chairman
Harnett County Board of Education

Attest:

Attest:

Margaret Wheeler, Clerk,
Board of Commissioners

Thomas S. Frye
Thomas S. Frye, Superintendent
Harnett County Board of Education

Accepted by Crowder Gulf, LLC

By: _____
Title: PRESIDENT

BE FORWARDED TO THE
COUNTY CLERK IN THE MANNER REQUIRED BY
SECTION 107-101.1, HARNETT COUNTY BUDGET
CONTROL ACT

Kim Cuddy

HARNETT COUNTY SCHOOLS
*PO Box 1029 * Lillington, NC 27546 * (910) 893-8151*

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**Board Meeting
Agenda Item**

MEETING DATE: **February 3, 2014**

TO: HARNETT COUNTY BOARD OF COMMISSIONERS

SUBJECT: **Clean Water Management Trust Fund Grant Reauthorization for Erwin Wastewater Improvements Project**

REQUESTED BY: **Steve Ward, HCDPU Director**

REQUEST:

This is a formal request for the Board to reauthorize the CWMTF grant for the Erwin Wastewater Improvements Project. The original grant agreement was approved by the Board back on June 6, 2011 but needs to be reauthorized now due to HCDPU wanting to use the grant funds to pay down the State Revolving Fund Loan which was the primary funding source for the project. This is the final step in closing out the project and grant as everything is complete except for this required paperwork change from CWMTF and the receipt of the resulting grant. The revised grant paperwork is enclosed for your review. Please place this item on the consent agenda at the next available meeting.

COUNTY MANAGER'S RECOMMENDATION:

**STATE OF NORTH CAROLINA
CLEAN WATER MANAGEMENT TRUST FUND
GRANT CONTRACT
(WASTEWATER INFRASTRUCTURE)**

CWMTF PROJECT NUMBER: 2000A-504A

GRANTOR: NC CLEAN WATER MANAGEMENT TRUST FUND (“Fund” or “CWMTF”), a Division of the North Carolina Department of Environment and Natural Resources of the State of North Carolina (“State”) acting through its Board of Trustees solely in its official capacity pursuant to Article 18, Chapter 113A, of the North Carolina General Statutes (“NCGS”)

CONTRACT ADMINISTRATOR: Larry Horton, P.E.
1651 Mail Service Center
Raleigh, North Carolina 27699-1651
Phone: 919.707.9128; Fax: 919.715.0397
Email: larry.horton@ncdenr.gov

GRANT RECIPIENT: County of Harnett, a North Carolina local government unit (“Grant Recipient”)

CONTRACT ADMINISTRATOR: Steve Ward, Director of Public Utilities
Harnett County Department of Public Utilities
Post Office Box 1119
Lillington, North Carolina 27546
Phone: 910.814.3042; Fax: 910.893.6643
Email: sward@harnett.org

FEDERAL I.D. NUMBER: 56-6000306

FISCAL YEAR END DATE: June 30

CONTRACT EFFECTIVE DATE: _____ (the “Effective Date”)

CONTRACT EXPIRATION DATE: July 31, 2014 (the “Expiration Date”)

REIMBURSEMENT DATE: August 14, 2014

GRANT AMOUNT: up to \$238,748 (the “Grant”)

APPROVAL DATE: March 13, 2007 (the “Approval Date”)

THIS GRANT CONTRACT (the "Grant Contract"), is made and entered into as of the Effective Date by and between the Fund and the Grant Recipient, both sometimes hereinafter referred to individually as a "Party" or collectively as the "Parties".

WITNESSETH:

WHEREAS, Grant Recipient has submitted to the Fund an application requesting a grant of monies (hereinafter the "Grant Application") to engage in constructing facilities to decommission the Town of Erwin and Swift Textiles wastewater treatment plants and to transport the wastewater to the North Harnett regional wastewater treatment plant as more particularly described on Exhibit A (the "Project").

WHEREAS, the Fund is authorized by NCGS Chapter 113A, Article 18 to acquire land for riparian buffers for the purposes of providing environmental protection for surface waters and urban drinking water supplies and establishing a network of riparian greenways for environmental, educational, and recreational uses; to acquire conservation easements or other interests in real property for the purpose of protecting and conserving surface waters and urban drinking water supplies; to coordinate with other public programs involved with lands adjoining water bodies to gain the most public benefit while protecting and improving water quality; to restore previously degraded lands to reestablish their ability to protect water quality; to repair failing wastewater collection systems and wastewater treatment works if the repair is a reasonable remedy for resolving an existing waste treatment problem and the repair is not for the purpose of expanding the system to accommodate future anticipated growth of a community; to repair and eliminate failing septic tank systems, to eliminate illegal drainage connections, and to expand a wastewater collection system or wastewater treatment works if the expansion eliminates failing septic tank systems or illegal drainage connections; to finance stormwater quality projects; and to facilitate planning that targets reductions in surface water pollution.

WHEREAS, the Grant Recipient is a qualified applicant as that term is defined in NCGS §113A-254(a).

WHEREAS, the Project shall be carried out for the purposes and according to the schedule set out on Exhibit A, and pursuant to the budget set forth on Exhibit B.

WHEREAS, the Fund approved the Grant Recipient's application at its meeting on the Approval Date and is willing to make the Grant to the Grant Recipient pursuant to the terms and conditions set forth in this Grant Contract.

WHEREAS, the Parties desire to enter into this Grant Contract and intend to be bound by its terms.

NOW, THEREFORE, for and in consideration of the Grant, the mutual promises each to the other made, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties mutually agree as follows:

1. **Grant Documents.** The documents described below are hereinafter collectively referred

to as the "Grant Documents." In the case of conflict between any of these documents, each shall have priority over all others in the order listed below. Upon execution and delivery of this Grant Contract, it and the other Grant Documents and items required hereunder will constitute a valid and binding agreement between the Parties, enforceable in accordance with the terms thereof. The Grant Contract constitutes the entire agreement between the Parties, superseding all prior oral and written statements or agreements. Only changes deemed non-material in type at the discretion of the Fund's Executive Director may be made to the Grant Contract without the consent of the Fund's Board of Trustees.

The Grant Documents consist of:

- a. This Grant Contract
- b. Exhibit A – Project description, water quality benefits, scope of work, conditions, and schedule
- c. Exhibit B – Project Budget
- d. Exhibit C – CWMTF Pre-Disbursement Checklist
- e. Exhibit D – CWMTF Request for Reimbursement Form
- f. Exhibit E – Reporting and Audit Requirements
- g. Exhibit F – Definitions
- h. Exhibit G – General Terms and Conditions.

Upon execution and delivery of the Grant Contract, and once the Department of Environment and Natural Resources has notified the Fund that funds for the Grant have been encumbered, and the Grant Recipient has received its counterpart original of the Grant Contract, fully executed and with all dates inserted where indicated on the cover sheet of the Grant Contract, then the Grant Contract will constitute a valid and binding agreement between the Parties, enforceable with the terms thereof.

2. **Purpose.** The purpose of the Grant is for constructing facilities to decommission the Town of Erwin and Swift Textiles wastewater treatment plants and to transport the wastewater to the North Harnett regional wastewater treatment plant for the protection of water quality. The Grant will be used for a portion of Construction costs (the "Project"). Grant funds may not be used for the purchase of improvements or debris on any property, or for the removal of improvements or debris on any property, or for any other purpose not set forth herein. **Further, Grant funds may not be used for any eminent domain litigation or any action or expenditure related to eminent domain, unless approved by the Fund's Board of Trustees in writing prior to the action. The Board of Trustees shall review requests to use Grant funds for eminent domain action on a case-by-case basis. The Grant Recipient shall submit such requests in writing.**

3. **Fund's Duties.** Subject to the appropriation, allocation, and availability to CWMTF of funds for the Project, CWMTF hereby agrees to pay the Grant funds to the Grant Recipient in accordance with the payment procedures set forth herein.

4. **Grant Recipient's Duties.** The Grant Recipient shall carry out the Project pursuant to the terms of this Contract.

5. **Contract Period.** The Fund's commitment to disburse Grant funds under this Grant Contract shall cease on the Reimbursement Date. It is the responsibility of the Grant Recipient to ensure that the Project is completed by the Expiration Date and that all costs to be reimbursed have been submitted to the Fund by the Reimbursement Date. After the Expiration Date, any Grant monies remaining under this Grant Contract no longer will be available to the Grant Recipient except to pay proper invoices for budgeted costs incurred by the Expiration Date. **The burden is on the Grant Recipient to request an extension of the Grant Contract if the Grant Recipient anticipates that the Project will not be completed by the Expiration Date.** The request for an extension must be made in a writing addressed to the Fund, explaining why an extension is needed and proposing a new expiration date for the Grant Contract. This written request must reach the Fund's office at least 60 days before the Expiration Date. The Fund may or may not approve the extension, based on Project performance and other factors. **The Fund is not responsible for notifying the Grant Recipient of an approaching Expiration Date.**

6. **Pre-Fund Disbursement Requirements.** Prior to the disbursement of any Grant monies under this Grant Contract, the Grant Recipient shall deliver to the Fund all of the documentation described on Exhibits C. The Grant Recipient fully met the requirements of this exhibit under initial grant contract for 2000A-504.

7. **Disbursement of Grant Funds.**

a. Proportionate Spending of Matching Funds. Grant monies are awarded based on a commitment of matching funds to the project. The Fund's final, cumulative portion of the total project cost will be no more than the percentage of funds originally committed to in the Grant Contract as given in Exhibit B. The Grant Recipient must demonstrate expenditure of matching funds as payments by the Fund are requested.

b. Requests for Reimbursement. The Fund will disburse Grant funds following receipt by the Fund's Grant Contract Administrator of the Grant Recipient's requests for reimbursement. Each request for reimbursement shall include a completed and signed invoice form, using the Fund's template invoice form. The Grant Recipient shall certify in writing to the Fund, where indicated on the form used to request payment, that it will make payment to the Infrastructure Finance Section on the loan within three banking days of receipt of funds from the Fund and shall confirm in writing to the Fund that it has made such payment to the Infrastructure Finance Section within three banking days. :

(i) The first request for payment must include a copy of Infrastructure Finance Section's Final Inspection Report.

(ii) The first request for payment must include a copy of the Infrastructure Finance Section SRF loan document, including the loan amount and payment schedule.

(iii) Each request for payment must include documentation of the NC Local Government Commission's Notice of Debt Principal and Interest Repayment request.

c. Proof of Payment. The Grant Recipient agrees to pay, as the work progresses, all bills for labor and materials going into the accomplishment of the Project, and agrees to submit to the Fund all such receipts, affidavits, canceled checks, or other evidences of payment as may be requested from time to time and, when and if requested by the Fund, furnish adequate proof of payment of all indebtedness incurred in the development of the Project.

d. Limited Grant Fund Disbursement in January, June, July and December. Funds will not be disbursed during the first week of January, the last three weeks of June, the first week of July, and the last two weeks of December.

e. No Excess Costs. The Fund agrees to pay or reimburse the Grant Recipient only for costs actually incurred by the Grant Recipient that do not exceed the funds budgeted for the Project shown on Exhibit B.

f. Period for Incurring Expenditures. The Fund will reimburse the Grant Recipient only for allowable Project expenditures that are incurred by the Grant Recipient or the Grant Recipient's consultants, contractors, or vendors during the period between the Approval Date and the Expiration Date of the Grant Contract. The Fund will not reimburse the Grant Recipient for Project expenditures that are not incurred during this period.

g. Costs of Project Administration. The Fund agrees to reimburse the Grant Recipient for administrative costs consisting only of costs of labor for administrative work conducted exclusively on this Project. The Grant Recipient's requests for such reimbursement shall be made under the Project Administration line item of Exhibit B and shall conform with the following:

(i) Costs allowable under the Project Administration line item shall be only costs of labor needed to comply with the general conditions of the Grant Contract (e.g., progress reports, payment requests, preparing the project final report, revisions to the Grant Contract). Allowable Project Administration labor costs may include any of the following: (a) pay to the Grant Recipient's payroll employees, plus the Grant Recipient's cost of paying benefits on such pay (usually employees' pay times an audited or auditable benefits multiplier); (b) pay to contract employees of the Grant Recipient (e.g., temporary office support), payable at the Grant Recipient's actual cost, without application of a benefits multiplier; and/or (c) cost of professional services labor contracted by the Grant Recipient (e.g., engineering firm or consultant), payable at the Grant Recipient's actual cost for that labor.

(ii) Costs of any other work described in the Project Scope of Work in Exhibit A are not allowable under the Project Administration line item.

10. **Refunds and Reversion of Unexpended Funds.** The Grant Recipient shall repay to the Fund any compensation it has received that exceeds the payment to which it is entitled herein, including any interest earned on funds reimbursed pursuant to the Grant Contract. Any unexpended Grant monies shall revert to the Fund upon termination of the Grant Contract.

11. **Reporting Requirements.** The Grant Recipient fully met requirements for submitting progress reports and the grant contract final report under the initial grant contract 2000A-504.

12. **Notice; Contract Administrators.** All notices, requests or other communications permitted or required to be made under this Grant Contract or the other Grant Documents shall be given to the respective Contract Administrator. Notice shall be in writing, signed by the party giving such notice. Notice shall be deemed given three (3) business days following the date when deposited in the mail; postage prepaid, registered or certified mail, return receipt requested.

13. **Signature Warranty.** Each individual signing below warrants that he or she is duly authorized to sign this Contract for the respective party, and to bind said party to the terms and conditions of this Grant Contract.

(The remainder of this page is intentionally left blank)

IN WITNESS WHEREOF, the Grant Recipient and the Fund have executed this Grant Contract in four (4) originals as of the Effective Date. One (1) original shall be retained by each Party and two (2) shall be maintained on file in the offices of the North Carolina Department of Environment and Natural Resources. If there is any controversy among the documents, the document on file in the Fund's office shall control.

GRANT RECIPIENT:

By: _____
Name: _____
Title: _____

[SEAL]

ATTEST:

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

County Attorney

FUND:

By: _____ (SEAL)
Name: Troy Kickler, PhD
Title: Chairman, Board of Trustees

THIS INSTRUMENT HAS BEEN
PREAUDITED IN THE MANNER REQUIRED
BY THE LOCAL GOVERNMENT BUDGET
AND FISCAL CONTROL ACT

Kimberly J. [Signature]

HARNETT COUNTY FINANCE DIRECTOR

EXHIBIT A
CWMTF Project No. 2000A-504A

Project Description: The Town of Erwin requested \$300,000 of a \$1,087,000 effort to repair and rehabilitate its wastewater collection and treatment system, to address inflow and infiltration problems, and to reduce spills of untreated sewage in Harnett County into the Cape Fear River Basin. The Board of Trustees of the Clean Water Management Trust Fund approved a grant of up to \$300,000 in October 2000.

The Town submitted a March 2, 2007 letter requesting that the \$300,000 grant funding be transferred to Harnett County. The Town has consolidated its municipal water and sewer utility systems with the County and essentially became part of the County's public utility system. The Town's request stipulated that the funds be used to correct and improve utility service and treatment problems within the Town of Erwin as originally intended. The County of Harnett submitted a March 6, 2007 letter also requesting the transfer and stating that the funds would be used as stipulated in the Town's March 2, 2007 letter. The Board of Trustees approved the request to transfer the funding of up to \$300,000 to Harnett County at its meeting on March 13, 2007. The County subsequently requested that the funds be used for constructing facilities to decommission the Town of Erwin and Swift Textiles wastewater treatment plants and to transport the wastewater to the North Harnett regional wastewater treatment plant. CWMTF reviewed the County's request and determined that the proposed project is consistent with the intent of the original grant to reduce spills of untreated sewage in the Cape Fear River Basin. Clean Water Management Trust Fund funds will be used for a portion of Construction costs. Harnett County will provide matching funds for the remainder of the project costs.

The Fund and the Grant Recipient entered into an initial grant contract (2000A-504) with an effective date of July 27, 2011 for construction of facilities to decommission the Town of Erwin and Swift Textiles wastewater treatment plants and to transport the wastewater to the North Harnett regional wastewater treatment plant. The initial grant contract expired January 31, 2013. The County completed the scope of the project work before the contract expiration date and was provided loan funds by the Infrastructure Finance Section (IFS) as reimbursement for expenditures incurred to complete the work. Because the County was already reimbursed for expenditures incurred, CWMTF advised the County that CWMTF could not make a second reimbursement to the County for these expenses. The County advised CWMTF that their intention was to use CWMTF funds as payment to IFS for a portion of the loan. CWMTF staff consulted with DENR staff and was advised that this would be acceptable. However, CWMTF could not make payment to the County immediately because IFS would not allow a loan payment until November 2013, and since CWMTF payments must be spent by the grant recipient within 3 days of receipt, the County would not have been able to comply with this requirement. Since the contract expired January 31, 2013, a new contract is being implemented to allow the County to use CWMTF funds to make payment on the IFS loan or as reimbursement to the County for their payment on the loan. The Exhibit B budget amount has been revised based on actual expenditures. Up to the \$238,748 amount shown in the Exhibit B budget may be used by the County toward repayment of the County's loan with IFS. This revised amount of \$238,748 is based on the CWMTF's participation in 3.9% of the eligible total project cost in the same manner as the original grant participation. The CWMTF grant funds may be used only to repay

the IFS loan for project work that was approved by the CWMTF Board of Trustees at the time of the grant award.

Water Quality Benefits that were fully met under the initial contract 2000A-504:

Cease overflows of raw sewage to Cape Fear River (700,000 gallons reported).

Scope of Work that was fully met under the initial contract 2000A-504:

Decommissioning the Town of Erwin and Swift Textiles wastewater treatment plants (WWTPs); installing 1,000 linear feet (l.f.) of 24-inch gravity sewer between the two WWTPs to combine flows; construction of a 1.2 million gallon per day (MGD) pump station; converting existing aeration basins at the Swift Textiles WWTP to equalization basins to accommodate high flows; installing 56,000 l.f. of 20-inch force main to transport wastewater to the North Harnett Regional WWTP for treatment.

Conditions that were fully met under the initial contract 2000A-504:

1. As indicated in Exhibit C, item 2, prior to the release of any CWMTF funds, the Grant Recipient shall submit proof of availability of matching funds to CWMTF.
2. Prior to the release of any CWMTF funds, the Grant Recipient shall certify in writing to the CWMTF that this project is designed to transport the current wastewater flow and is not designed to accommodate wastewater from future growth.
3. CWMTF grant funds may not be used for infrastructure to accommodate future growth.
4. All appropriate permits shall be secured prior to project implementation and copies of the permits shall be provided to CWMTF.
5. Construction funds shall be released by CWMTF only after the appropriate permits have been secured and copies provided to the CWMTF.
6. Prior to the release of any CWMTF grant funds, Harnett County shall provide written documentation that an inter-local agreement with the Town of Erwin and with Swift Textiles is currently in place or that the Town and Swift Textiles are planning to complete an agreement must be provided. The agreement must include the amount of wastewater that Harnett County has agreed to accept from the Town of Erwin and Swift Textiles. This information in the form of a final agreement must be provided to CWMTF prior to the release of CWMTF grant funds for final payment.
7. Harnett County shall provide documentation of that the Town of Erwin and Swift Textiles request that the NC Division of Water Quality rescind their existing National Pollutant Discharge Elimination System (NPDES) permits for their wastewater treatment plants, upon completion of this project. Prior to the release of any grant funds, the Grant Recipient shall provide a letter to the NC Division of Water Quality NPDES Unit describing the planned elimination of the permitted flow and shall copy the CWMTF on this letter.
8. The Grant Recipient shall provide or otherwise ensure that the matching funds below are provided to the project. Matching funds shall be comprised of:
 - Infrastructure Finance Section – SRF Loan \$5,813,990

Schedule:

1. **Contract Expiration Date: July 31, 2014**. Complete the Project Scope of Work by this date. The Fund will not reimburse the Grant Recipient for Project costs incurred after this date.
2. **Reimbursement Date: August 14, 2014**. The Fund must receive the Final Request for Payment for the Project by this date. The Fund will not accept or process for payment any request for payment received after this date.

EXHIBIT B
CWMTF Project No. 2000A-504A

Project Budget

Item	CWMTF Grant Award ⁽¹⁾	Matching Funds ⁽²⁾	Total Project Cost
1. Engineering Design & Permitting including Land Surveying & Easement Preparation	\$0	\$448,760	\$448,760
2. Land and/or Easement Acquisition ⁽⁴⁾	\$0	\$8,135	\$8,135
<i>Construction</i>			
3. 20-inch diameter Force Main and 24-inch Gravity Sewer including Cape Fear River and Little River crossings; and air release manholes	\$0	\$3,446,291	\$3,446,291
4. 1.2 MGD Wastewater Pump Station including sitework and electrical	\$238,748	\$1,290,583	\$1,529,331
5. Screen, Flow meter & Yard piping	\$0	\$79,753	\$79,753
6. Standby Generators	\$0	\$135,476	\$135,476
7. Erosion Control	\$0	\$94,413	\$94,413
8. Mobilization, Bond & Insurance	\$0	\$208,908	\$208,908
9. Construction Administration/Observation	\$0	\$78,329	\$78,329
10. Legal Costs	\$0	\$23,342	\$23,342
Totals	\$238,748	\$5,813,990	\$6,052,738

(1) To obtain payment, the Grant Recipient must submit itemized documentation substantiating direct costs incurred in the implementing the project.

(2) Matching funds are contributed by:

- Infrastructure Finance Section – SRF Loan \$5,813,990

(3) The value of the land purchased by the Grant Recipient or donated to the project by a property owner may be claimed as matching funds contributed to the project only after the Grant Recipient has provided to the Fund all of the following information for the parcel(s):

- (a) area of the parcel(s),
- (b) basis for the claimed value of the parcel(s), which may be in the form of
 - i. current property tax valuation assessed by the Harnett County Tax Assessor's Office showing total value of land and/or improvements, if any, with indicated year of the actual assessment. This option is available for land acquisitions for which the total price for any given parcel does not exceed \$100,000.
 - ii. an appraisal, if a recent appraisal has been prepared. See additional details on appraisal requirements below.
- (c) a copy of the final signed closing statement.

Appraisals are required if the total value of any given parcel exceeds \$100,000 and must be

satisfactory to the CWMTF, performed by an independent certified appraiser acceptable to the CWMTF, and consistent with regulations or policies of the SPO and policies of the CWMTF, *specifically in the “complete summary appraisal” format in accordance with Uniform Standards of Professional Appraisal Practice (USPAP)*. Two (2) appraisals are required if the value of the property is greater than \$500,000.00. All appraisals should be forwarded to the CWMTF as soon as possible, but no later than 60 days prior to the anticipated closing date. The Appraisal should reflect the fair market value of the property. All Appraisals are subject to review by the SPO. At the discretion of the CWMTF, the grant recipient may be required to amend or update the Appraisal. The grant recipient specifically acknowledges that CWMTF’s acceptance of the matching funds value for the land acquisition is contingent upon approval of the appraised value by the SPO. **All Appraisals must be ordered in consultation with the CWMTF’s Real Property Agent in the State Property Office. Provide two (2) originals of each Appraisal obtained. CWMTF must be included as an authorized user of the Appraisal.**

EXHIBIT C
CWMTF Project No. 2000A-504A
Pre Fund Disbursement Checklist

Documents to Be Submitted Before CWMTF Can Disburse Funds
(Requirements of this exhibit were fully met under the initial contract 2000A-504)

REQUIREMENT		DESCRIPTION/WHAT TO SUBMIT
Submit before first request for payment		
1	Authorization to Obligate	Written authorization from the governing board or other appropriate authority stating that it agrees to the obligations of Grant Recipient set out in this Grant Contract. [*See note below.]
2	Matching Funds	Proof of availability of matching funds included in the project budget. [**See note below.]
3	Design Certification	The Grant Recipient shall certify in writing to the Fund that the Project is designed to transport and/or treat the current wastewater flow and is not designed to accommodate wastewater from future growth.
4	Authorization to Construct or Permit(s) for Construction	For those projects for which grant funds will be provided for Project construction, prior to requesting reimbursement for construction costs, provide a copy of the Authorization to Construct for the Project or a copy of the permit(s) issued for construction, or written documentation from the appropriate State agency that construction of the Project does not require an Authorization to Construct or permit(s) for construction.
5	Project Site	Written documentation satisfactory to the Fund that Grant Recipient has or will have an interest in and/or appropriate agreements covering the site of the Project and all other real property of Grant Recipient essential to the Project, including necessary easements and rights of way, to assure undisturbed use and possession for the purpose of construction and operation for the estimated life of the Project, and that such property is satisfactory to the Fund for the Project and is as warranted in paragraphs B.4 and B.5 on Exhibit H.
6	Compliance with Laws	Written documentation satisfactory to the Fund that the Project and the Property and its intended uses are, and will continue to be, in compliance with all applicable laws, regulations and ordinances, including without limitation, land use, health and environmental protection laws, and zoning laws.
7	Compliance with Prior Grant Award Requirements	The Fund shall be satisfied that the Grant Recipient properly completed and filed all documents, reports, and requests associated with any prior Fund awards.
8	Documents in Exhibit A	All documents as identified in Exhibit A "Conditions" (if any) as required prior to the release of CWMTF funds.
9	Other Documentation	
Submit before first request for construction payment		
10	Documents in Exhibit A	All documents as identified in Exhibit A "Conditions" (if any) as required prior to the release of CWMTF funds for reimbursement of construction activities.
Submit before or accompanying request for final payment		
11	Grant Contract Final Report	Report per Grant Contract Exhibit F
12	Documents in Exhibit A	Documents as identified in Exhibit A "Special Contract Conditions" (if any) as required prior to the release of CWMTF funds.

* Examples of proof of authorization to obligate include:

- Resolution of the governing board to obligate.
 - Certified copy of board meeting minutes documenting giving of authority to obligate.
- **Examples of proof of availability of matching funds include:
- Grants from other sources:
 - Copy of grant agreement.
 - Copy of grant award letter.
 - Local agency matching funds:
 - Resolution of the governing board.
 - Budget showing allocation of matching funds to the Project, accompanied by a certified copy of board meeting minutes approving the budget or by a certified copy of board meeting minutes authorizing use of local matching funds for the Project.
 - Certified copy of board meeting minutes attesting to the use and amount of local funds for match.
 - Letters from other sources of matching funds attesting to contribution of the funds.

Note: Some of these items may have been supplied with your Grant application and/or may be on file with CWMTF. Please indicate on this checklist those items that have been previously supplied to CWMTF and the date they were supplied to CWMTF.

EXHIBIT D

CWMTF REQUEST FOR REIMBURSEMENT FORM (see next page)

EXHIBIT E

REPORTING AND AUDIT REQUIREMENTS

(Requirements of item 1 of this exhibit were fully met under the initial contract 2000A-504A)

1. Grant Contract Final Report. Grant Recipient shall submit to the Fund's Contract Administrator a grant contract final report in accordance with the schedule shown on Exhibit A. If the final report is not acceptable to CWMTF, it shall be returned to the Grant Recipient for correction. Final payment will not be made until the final report is acceptable to CWMTF. At the discretion of the Fund, the Grant Recipient may be required to submit the report to the Fund's designated Field Representative also. The grant contract final report shall parallel the scope and conditions of the Grant Contract as defined in Exhibit A. The required format for this report is set forth on Exhibit D, and the report shall include:
 - a. A narrative statement evaluating and summarizing the completed Project including a concise statement of the Scope of Work in Exhibit A, a detailed description of the objectives the Grant Recipient hoped to accomplish with the Project, and comparison of the objectives with accomplishments.
 - b. A narrative description and evaluation of the water quality improvements achieved or are expected to be achieved as a result of this Project, referring at a minimum to the objectives given in Water Quality Benefits of Exhibit A. Include in the description and evaluation benefits provided by the Project in the context of other water quality improvement efforts in the Project's watershed.
 - c. A summary of changes made to the Project Scope of Work (Exhibit A) and Project Budget (Exhibit B) and reasons for the changes.
 - d. A discussion of the extent to which local partners and stakeholders participated in the Project, with respect to both funding and effort or time.
 - e. A discussion of what the Grant Recipient might do differently on a similar future project (i.e., "lessons learned").
 - f. Any other documents, reports or other evidence, including photographs necessary to verify that the Project has been concluded in compliance with this Grant Contract.
 - g. Copy of Engineer's Certification of Completion, if applicable.

The final report for Decommissioning of Wastewater Treatment Plant Projects shall include items (h) through (j) in addition to items (a) through (g):

- h. Documentation of the plant abandonment.
- i. A copy of the written request from the Grant Recipient to the NC Division of Water Quality NPDES Unit requesting that the NPDES permit for the wastewater treatment plant be rescinded, and a copy of the response from the NPDES Unit.
- j. For projects in which wastewater flows are routed to another wastewater treatment plant, the Grant Recipient shall submit documentation of the agreement between the jurisdictions to accept the rerouted wastewater and estimate of cost per gallon.

2. Project Audits. Grant Recipient agrees that the Fund and the State have the right to audit the books and records of the Grant Recipient pertaining to this Grant Contract both during performance and for five (5) years after the completion or termination of this Grant Contract or until all audit exceptions, if any, have been resolved, whichever is longer. The Grant Recipient shall retain complete accounting records, including original invoices, payrolls, contracts, or other documents clearly showing the nature of all costs incurred under this Grant Contract, for that same period of time. The Grant Recipient agrees to make available at all reasonable times to the Fund all bid documents, and accurate books and records of all expenditures for costs applicable to this Grant Contract which will facilitate the audit of the Grant Recipient's records.

3. Other Required Reporting. In addition to the reporting requirements contained herein, NCGS §143-6.2 and 09 North Carolina Administrative Code 03M may place certain reporting requirements on local governments or other political subdivisions of the State of North Carolina, or a combination of such entities, which receive State funds through the disbursement of special appropriations. All such required reports shall be filed in the format required by the Office of the State Auditor, and shall be forwarded as follows:

- One copy to: North Carolina Office of the State Auditor, 20601 Mail Service Center, Raleigh, NC 27699-0601
- One copy to: DENR/Office of the Controller, 1606 Mail Service Center, Raleigh, NC 27699-1606.
- One copy to: Administrative Officer, North Carolina Clean Water Management Trust Fund, 1651 Mail Service Center, Raleigh, NC 27699-1651

EXHIBIT F

DEFINITIONS

Unless indicated otherwise from the context, the following terms shall have as their meanings in this Grant Contract the definitions set forth below. All definitions are from 09 North Carolina Administrative Code ("NCAC") 03M.0102 unless otherwise noted. Any change to the rule or statute adopted by the authority that is the source of the definition shall be automatically 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 sub-agency of government.
- (2) "Audit" means an examination of records or financial accounts to verify their accuracy.
- (3) "Construction contract" means a legally binding agreement between the Grant Recipient and another party for implementing construction work described in the project scope of work given in Exhibit A.
- (4) "Enter into a construction contract" means signature of a construction contract by both the Grant Recipient and another party for the construction work described in the project scope of work given in Exhibit A.
- (5) "Grant" means state funds disbursed by the Clean Water Management Trust Fund to a Grant Recipient to conduct activities described in this Grant Contract.
- (6) "Grant Contract" means a legal instrument that is used to reflect a relationship between the grantor and Grant Recipient and is used interchangeably herein with the term "Contract".
- (7) "Grant Recipient" shall mean one of the entities identified as a party to this Contract.
- (8) "Grantor" as used in this Grant Contract, means the Fund in its capacity as provider of grant funds for the Grant Recipient's use in conducting the project.
- (9) "Unit of Local Government" has the meaning in NCGS §§ 159-7(15) and 143-6.2(a)(2): A municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by NCGS §160B-2(1), and all boards, agencies, commissions, authorities, and institutions thereof that are not municipal corporations.

EXHIBIT G

GENERAL TERMS AND CONDITIONS

A. Affirmative Covenants

1. Compliance with Laws. Grant Recipient agrees to perform and maintain the Project in compliance with all federal, state and local laws and regulations, including, without limitation, environmental, zoning and other land use laws and regulations. The Grant Recipient agrees to take reasonable steps to advise Project participants that they shall comply in the same manner.
2. Insurance. The Grant Recipient agrees to keep structures or improvements of any sort constituting the Project fully insured at all times during construction and to keep fully insured all building materials at any time located on the Project. Grant Recipient will ensure that all contractors furnish adequate payment and performance bonds.
3. No Liens. The Grant Recipient shall take such action, including, without limitation, obtaining lien waivers, as shall be reasonably necessary to avoid liens against the Property in any way related to the Project.
4. No Mitigation. Grant Recipient shall not use the Property or any portion thereof to satisfy compensation mitigation requirements under 33 U.S.C. § 1344 or N.C.G.S. 143-214.11.
5. No Pollution Credits. If the Project enables the Grant Recipient to reduce the discharge of phosphorus, nitrogen, or any other nutrient or pollutant below, or further below, applicable regulatory limits ("Pollution Credits"), Grant Recipient shall not sell, trade or give to another person or entity that percentage of any resulting credits achieved by the Project corresponding to the percentage of the Project costs provided by the Fund.
6. Right of Entry and Inspections. The Grant Recipient shall permit representatives of the Fund to visit the Property and any other premises of the Grant Recipient to examine any Property purchased with the Grant funds and to review the activities of the Grant Recipient pursuant to the Grant, including books and records in any way related to the Grant or the Project.
7. Retention, Operation, Maintenance and Use.
 - (a) Grant Recipient agrees to complete the Project as approved by the Fund. The descriptions, purpose, schedules, scope of work and budgets set out in Exhibits A and B, and accompanying or related plans, specifications, estimates, procedures and maps submitted to the Fund by the Grant Recipient are the foundation of this Grant Contract. Only changes deemed non-material in type at the discretion of the Executive Director may be made without the consent of the Clean Water Management Trust Fund Board of Trustees.
 - (b) For a period of ten (10) years after Project completion, Grant Recipient agrees to maintain and manage, at maximum functional utility, the end product of the Project. The Grant Recipient shall inspect the Project on a routine basis, with additional inspections following major storm events and shall make all necessary repairs to return the infrastructure to its full function within 2 weeks or as soon as possible thereafter.

(c) Property acquired, developed or improved with grant assistance from the Fund shall be retained and used for the purposes identified in Exhibit A and Grant Recipient hereby agrees to file or record such restrictions as may be required to assure such continued use and such restrictions shall be in form and substance satisfactory to the Fund.

(d) If at some future date, the Fund and the Grant Recipient agree that the Project should no longer continue on the Property, then Grant Recipient will abandon the Project and allow the Property to return to its natural state.

8. Material Modifications. Any proposed material modification of the Project shall be subject to approval by the Fund.

9. Conservation Easement or Other Land Use Restrictions. Grant Recipient shall obtain permanent Conservation Easements or other perpetual land use restrictions for this Project satisfactory to the Fund in its sole discretion.

10. Signs for Visibility. Grant Recipient shall post signs on publicly visible areas of properties that have public access and/or where private property owners are amenable to signage. The Fund will provide the signs or, if the Grant Recipient prefers, the Fund will provide artwork and specifications for signs fabricated and posted by the Grant Recipient. Signs must acknowledge the Fund as a source of funding for the Project.

11. Publicity. To the extent possible, the Grant Recipient will use its best efforts to appropriately publicize the Project's water quality benefits to the general public, local government and state representatives, including the role of the Fund in the funding and development of the Project.

12. Compliance with Reporting Requirements. Grant Recipient shall comply with reporting requirements applicable under North Carolina law.

13. Conflicts of Interest. Grant Recipient, as a local government entity, shall comply with all conflicts of interest laws, rules and regulations applicable to it in the State.

14. Additional Requirements. Grant Recipient shall comply with all legal requirements applicable to the use of the Grant.

15. If the Fund so requests, the Grant Recipient shall provide data to the North Carolina Rural Economic Development Center's Water Resources Inventory and Data Management Project and/or to the NC Geographic Information Coordinating Council's NC One Map Project.

B. Representations and Warranties

In order to induce the Fund to enter into this Grant Contract and to make the Grant as herein provided, the Grant Recipient after reasonable inquiry makes the following representations, warranties and covenants, which shall remain in effect after the execution and delivery of this Grant Contract and any other documents required hereunder, any inspection or examinations at any time made by or on behalf of the Fund, and the completion of the Project by the Grant Recipient:

1. No Actions. There are no actions, suits, or proceedings pending, or to the knowledge of the Grant Recipient, threatened, against or affecting the Grant Recipient before any court, arbitrator, or governmental or administrative body or agency which might affect the Grant Recipient's ability to observe and perform its obligations under this Grant Contract.
2. Validity of Grant Documents. Upon execution and delivery of items required hereunder, this Grant Contract and the other grant documents and items required hereunder will be valid and binding agreements, enforceable in accordance with the terms thereof.
3. No Untrue Statements. Neither this Grant Contract nor any information, certificate, statement, or other document furnished by Grant Recipient in connection with the Grant, contains any untrue statement of a material fact or omits disclosure of a material fact which affects the Property, the Conservation Easement or the ability of the Grant Recipient to perform this Grant Contract.
4. Environmental Condition of Property. The Grant Recipient warrants, represents and covenants to the Fund that to the best of its knowledge after appropriate inquiry and investigation: (a) the Property is and at all times hereafter will continue to be in full compliance with all federal, state and local environmental laws and regulations, and (b) as of the date hereof there are no hazardous materials, substances, wastes or other environmentally regulated substances (including, without limitation, any materials containing asbestos) located on, in or under the Property or used in connection therewith, and that there is no environmental condition existing on the Property that may prohibit or impede use of the Property for the purposes set forth in this Grant Contract, and the Grant Recipient will not allow such uses or conditions.
5. Title. The Grant Recipient is the sole owner and is seized of the Property in fee simple or the Grant Recipient has or will have an interest in and/or appropriate agreements covering the site of the Project and all other real property of Grant Recipient essential to the Project, including necessary easements and rights of way; that there is legal access to the Property; that the Property is free and clear of any and all encumbrances, except easements of record, none of which would nullify, adversely affect or limit in any way the terms or effect of the Project; Grant Recipient shall defend its title against the claims of all persons whomsoever, and Fund covenants that the Fund and the State shall have the use and enjoy all of the benefits derived from and arising out of the aforesaid Property.
6. Additional Requirements. Grant Recipient shall comply with all legal requirements applicable to the use of the Grant funds.

7. Books and Records. The Grant Recipient agrees to maintain and make available to the Fund at all reasonable times all documents, books, and records of all expenditures for costs applicable to this Grant Contract, and to submit properly certified billings for such costs on forms prescribed by the Fund and supported by detailed data sheets which will facilitate the audit of the Grant Recipient's records.

C. Termination by Mutual Consent

The Parties may terminate this Contract by mutual written consent with 60 days prior written notice to the Contract Administrators, or as otherwise provided by law.

D. Termination for Cause; Events of Default

1. Events of Default. The happening of any of the following, after the expiration of any applicable cure period without the cure thereof, shall constitute an event of default ("Event(s) of Default") by the Grant Recipient of its obligations to the Fund, and shall entitle the Fund to exercise all rights and remedies under this Grant Contract and as otherwise available at law or equity:

(a) Property Unsuitable. A determination by the Fund, prior to the disbursement of the Grant funds that the Property is unsuitable for the purposes of the Grant Contract.

(b) Unsuitable Use. The Property is used in a manner materially inconsistent with the purposes of this Grant Contract or the Project.

(c) Default in Performance. The default by the Grant Recipient in the observance or performance of any of the terms, conditions or covenants of this Grant Contract; provided, however, that no such default shall occur until the Grant Recipient has been given written notice of the default and 30 days to cure have elapsed.

(d) Misrepresentation. If any representation or warranty made by the Grant Recipient in connection with the Grant or any information, certificate, statement or report heretofore or hereafter made shall be untrue or misleading in any material respect at the time made.

(e) Eligibility of Grant Recipient. If Grant Recipient ceases to be qualified to receive Grant funds or is dissolved or otherwise ceases to exist.

(f) Abandonment of the Project. If Grant Recipient abandons or otherwise ceases to continue to make reasonable progress towards completion of the Project.

E. Fund's Rights and Remedies

If an Event of Default shall occur, the Fund shall have the following rights and remedies, all of which are exercisable at the Fund's sole discretion, and are cumulative, concurrent and independent rights:

1. Project Termination. If an Event of Default occurs, the Fund may, at its discretion suspend and/or terminate all obligations of the Fund hereunder. If, in the judgment of the Fund, such failure was due to no fault of the Grant Recipient, amounts required to resolve at minimum costs any irrevocable obligations properly incurred by Grant Recipient shall, in the discretion of the Fund, be eligible for assistance under this Grant Contract.
2. Additional Remedies. If an Event of Default occurs, the Fund shall have the power and authority, consistent with its statutory authority: (a) to prevent any impairment of the Project by any acts which may be unlawful or in violation of this Grant Contract or any other item or document required hereunder, (b) to obtain title to or otherwise preserve or protect its interest in the Project and any Property acquired with Grant funds, (c) to compel specific performance of any of Grant Recipient's obligations under this Grant Contract, (d) to obtain return of all Grant Funds, including equipment if applicable and/or (e) to seek damages from any appropriate person or entity. The Fund, or its designee, may also, at the Fund's sole discretion, continue to complete the Project, or any portion thereof deemed appropriate by the Fund, and the Grant Recipient shall cooperate in the completion of the Project. The Fund shall be under no obligation to complete the Project.
3. Nonwaiver. No delay, forbearance, waiver, or omission of the Fund to exercise any right, power or remedy accruing upon any Event of Default shall exhaust or impair any such right, power or remedy or shall be construed to waive any such Event of Default or to constitute acquiescence therein. Every right, power and remedy given to the Fund may be exercised from time to time and as often as may be deemed expedient by the Fund.

F. Miscellaneous

1. Modification. This Grant Contract may be rescinded, modified or amended only by written agreement executed by all parties hereto.
2. Benefit. This Grant Contract is made and entered into for the sole protection and benefit of the Fund, the State and the Grant Recipient, and their respective successors and assigns, subject always to the provisions of paragraph F.8 of this Exhibit H. Except for the State, there shall be no third party beneficiaries to this Grant Contract.
3. Further Assurance. In connection with and after the disbursement of Grant funds under this Grant Contract, upon the reasonable request of the Fund, the Grant Recipient shall execute, acknowledge and deliver or cause to be delivered all such further documents and assurances, and comply with any other requests as may be reasonably required by the Fund or otherwise appropriate to carry out and effectuate the Grant as contemplated by this Grant Contract and the purposes of the Conservation Easement.
4. Compliance by Others. The Grant Recipient shall be responsible for compliance with the terms of this Grant Contract by any sub-grant recipient, including but not limited to, a political subdivision, public agency, or qualified non-profit organization to which funds or obligations are transferred, delegated or assigned pursuant to this Grant Contract. Delegation by the Grant

Recipient to a sub-grant recipient of any duty or obligation hereunder does not relieve the Grant Recipient of any duty or obligation created hereunder. Failure by such sub-grant recipient to comply with the terms of this Grant Contract shall be deemed failure by the Grant Recipient to comply with the terms of this Grant Contract. Any such delegation of duties or obligations shall be in writing, signed by the Grant Recipient and sub-grant recipient, and shall contain an affirmative covenant by the sub-grant recipient that it shall abide by the rules set forth in Title 09, Subchapter 03M of the North Carolina Administrative Code.

5. Independent Status of the Parties. The Parties are independent entities and neither this Grant Contract nor any provision of it or any of the Grant Documents shall be deemed to create a partnership or joint venture between the Parties. Further, neither the Grant Contract nor any of the Grant Documents shall in any way be interpreted or construed as making the Grant Recipient, its agents or employees, agents or representatives of the Fund. The Grant Recipient is and shall 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. In no event shall the Fund be liable for debts or claims accruing or arising against the Grant Recipient. The Grant Recipient represents that it has, or shall secure at its own expense, all personnel required in the performance of this Contract. Such employees shall not be employees of, nor have any individual contractual relationship with, the Fund.

6. Indemnity. The Grant Recipient agrees, to the fullest extent permitted by law, to release, defend, protect, indemnify and hold harmless the State, the Fund, its Trustees, employees and agents against claims, losses, liabilities, damages, and costs, including reasonable attorney fees, which result from or arise out of: (a) damages or injuries to persons or property caused by the negligent acts or omissions of Grant Recipient, its employees, or agents in use or management of the Project or Property; or (b) use or presence of any hazardous substance, waste or other regulated material in, under or on the Property. The obligations under this paragraph are independent of all other rights or obligations set forth herein. This indemnity shall survive the disbursement of the Grant funds, as well as any termination of this Grant Contract.

7. No Discrimination. The Grant Recipient shall assure that no person will be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity covered by this Grant Contract solely on the grounds of race, color, age, religion, sex or national origin.

8. Binding Effect, Contract Assignable. The terms hereof shall be binding upon and inure to the benefit of the successors, assigns, and personal representatives of the parties hereto; provided, however, that the Grant Recipient may not assign this Grant Contract or any of its rights, interests, duties or obligations hereunder or any Grant proceeds or other moneys to be advanced hereunder in whole or in part without the prior written consent of the Fund, which may be withheld for any reason and that any such assignment (whether voluntary or by operation of law) without said consent shall be void.

9. Governing Law, Construction and Jurisdiction. This Grant Contract and the other Grant documents and all matters relating thereto shall be governed by and construed and interpreted in accordance with the laws of the State of North Carolina, notwithstanding the principles of

conflicts of law. The headings and section numbers contained herein are for reference purposes only. The terms of this Grant Contract shall be construed according to their plain meaning, and not strictly construed for or against either party hereto. The Grant Recipient hereby submits to the jurisdiction of the state and Federal courts located in North Carolina and agree that the Fund may, at its option, enforce its rights under the Grant Documents in such courts. The parties hereto intend this document to be an instrument executed under seal. The Fund and any party that is an individual, partnership or limited liability company hereby adopts the word "SEAL" following his/her signature and the name of the Fund or partnership or limited liability company as his/her/its legal seal.

10. Savings Clause. Invalidation of any one or more of the provisions of this Grant Contract, or portion thereof, shall in no way affect any of the other provisions hereof and portions thereof which shall remain in full force and effect.

11. Additional Remedies. Except as otherwise specifically set forth herein, the rights and remedies provided hereunder shall be in addition to, and not in lieu of, all other rights and remedies available in connection with this Grant Contract.

12. Survival. Where any representations, warranties, covenants, indemnities or other provisions contained in this Grant Contract by its context or otherwise, evidences the intent of the parties that such provisions should survive the termination of this Grant Contract or any Closing, the provisions shall survive any termination or Closing. Without limiting the generality of the foregoing, the parties specifically acknowledge and agree that the provisions of Exhibit H and the conditions shown on Exhibit A shall survive any termination of this Grant Contract as well as any Closing.

13. Incorporation of Exhibits. All exhibits attached to this Contract are fully incorporated as if set forth herein.

14. Entire Contract. This Grant Contract constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. All recitals, exhibits, schedules and other attachments hereto are incorporated herein by reference.

15. Headings. The headings of the various sections of this Grant Contract have been inserted for convenience only and shall not modify, define, limit or expand the express provisions of this Grant Contract.

16. Time of the Essence. Time is of the essence in the performance of this Grant Contract.

CAPITAL PROJECT ORDINANCE AMENDMENT

BE IT ORDAINED by the Governing Board of the County of Harnett, North Carolina, that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2014:


Section 1. To amend the PU0604 Erwin Wastewater Improvements Capital Project Ordinance, the appropriations are to be changed as follows:

EXPENDITURE		AMOUNT	AMOUNT
CODE NUMBER	DESCRIPTION OF CODE	INCREASE	DECREASE
564-9100-431-90-30	Public Utilities		\$873,333.00

REVENUE		AMOUNT	AMOUNT
CODE NUMBER	DESCRIPTION OF CODE	INCREASE	DECREASE
564-0000-334-90-08	CWMTF		\$61,252.00
564-0000-370-76-00	State Revolving Loan		\$812,081.00

EXPLANATION: CWMTF grant reauthorization for Erwin WW Improvements Project

APPROVALS:


 _____ 01/15/2014
 Department Head (date)

 Finance Officer (date)

 County Manager (date)

Section 2. Copies of this budget amendment shall be furnished to the Clerk to the Board, and to the Budget Officer and the Finance Officer for their direction.

Adopted this ____ day of _____ 2014

 Margaret Regina Wheeler,
 Clerk to the Board

 Joe Miller, Chairman
 Harnett County Board of Commissioners

**Board Meeting
Agenda Item**

MEETING DATE: **February 3, 2014**

TO: HARNETT COUNTY BOARD OF COMMISSIONERS

SUBJECT: **Workers Compensation Claim of Stephen Holland, IC 408846**

REQUESTED BY: **Jennifer J. Slusser, Senior County Staff Attorney**

REQUEST:

Public Disclosure per NCGS 143-318.11(a)(3) of the workers' compensation claim of Stephen Holland, IC 408846. A copy of the Order approving the final settlement of \$55,000.00 is attached.

COUNTY MANAGER'S RECOMMENDATION:

NORTH CAROLINA INDUSTRIAL COMMISSION
I.C. No. Y08846

STEPHEN HOLLAND,)
)
 Employee-Plaintiff,)
)
 v.)
)
 COUNTY OF HARNETT EMS,)
)
 Employer)
)
 and)
)
 KEY RISK MANAGEMENT)
 SERVICES, INC.,)
)
 Carrier-Defendants)

**ORDER APPROVING COMPROMISE
SETTLEMENT AGREEMENT**

William A. Dudley, Jr.
Special Deputy Commissioner

FILED: JAN 21 2014

A duly executed compromise settlement agreement has now been submitted by the parties for the Commission's consideration.

APPEARANCES

Plaintiff: Parker & Frey, PLLC, Dunn, North Carolina, Robert A. Frey, Attorney, North Carolina State Bar No. 32680, appearing.

Defendants: Womble Carlyle Sandridge & Rice, LLP, Winston-Salem, North Carolina, Gemma L. Saluta, Attorney, North Carolina State Bar No. 37032, appearing.

After giving due consideration to all matters involved in this case in accordance with Chapter 97, G.S. 97-17 as amended June 2001, and Commission Rules, and upon the defendants' stated or implied representation that all pertinent medical reports have been submitted with the agreement to the Commission as required by Rule 502(3)(a), the compromise settlement agreement is deemed by the Commission to be fair and just, and in the best interest of all parties. Furthermore, the interests of all parties and of any person, including a health benefit plan, who paid medical expenses of the plaintiff, have been considered and it further appears that the positions of the parties to the agreement are reasonable as to the payment of medical expenses.

The agreement is incorporated herein by reference and is approved in the amount of \$55,000.00. Compliance with the terms of the agreement shall discharge defendants from further liability under the Workers' Compensation Act by reason of the injury giving rise to this claim.

It is to be noted, however, that this Order does not purport to approve, resolve or address any issue or matter over which the Industrial Commission has no jurisdiction, whether or not such issue or matter is referred to in the compromise settlement agreement executed by the parties in this action.

An attorney's fee of \$ 13,750.⁰⁰ is approved for plaintiff's counsel. This amount shall be deducted from the sum due plaintiff and paid directly to plaintiff's counsel.

Certification of payment of the processing fee has been received. Please disregard any processing fee invoice, unless otherwise notified.

Defendants shall pay the costs.



NORTH CAROLINA INDUSTRIAL COMMISSION

William A. Dudley, Jr.
Special Deputy Commissioner

Defendants
Shall File a Form 28C Report
Upon Receipt of this Order

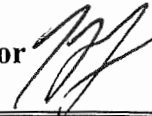
**Board Meeting
Agenda Item**

MEETING DATE: **February 3, 2014**

TO: HARNETT COUNTY BOARD OF COMMISSIONERS

SUBJECT: **Permission to Receive Funds from United Way of Harnett County**

REQUESTED BY: **Tyrone L. Fisher, County Extension Director**



REQUEST:

Harnett County Cooperative Extension requests permission to receive funds from the United Way of Harnett County during the FY 2013-2014 in the amount of \$800.00 contingent upon available funding for delivery of services.

COUNTY MANAGER'S RECOMMENDATION:



RESOLUTION BY THE
HARNETT COUNTY BOARD OF COMMISSIONERS
TO CONVEY COUNTY OWNED REAL PROPERTY TO
HABITAT FOR HUMANITY OF HARNETT COUNTY, INC.

THAT WHEREAS, HABITAT FOR HUMANITY OF HARNETT COUNTY, INC. is a non-profit corporation created under the laws of North Carolina whose purpose is to create and provide at a reasonable cost safe and habitable single family residential housing to low income and needy citizens of Harnett County; and

WHEREAS, Harnett County has gained full or partial ownership of various real property tracts throughout Harnett County through statutory foreclosure for owners' non-payment of County ad valorem taxes; that two of these properties that Harnett County currently owns are identified as follows:

Lot No. 1: A full ownership interest in that 65 foot x 150 foot vacant lot located on West "F" Street in Erwin, N.C. 28339 which is more particularly described in that deed recorded in Book 734, Page 741, Harnett County Registry; Parcel ID No. 06059714070027

Lot No. 2: A ½ undivided interest (other ½ interest owned by the City of Dunn) in that 90 foot x 50 foot vacant lot located at 402 W. Cole Street, Dunn, N.C. 28334 which is more particularly described in that deed recorded in Book 1090, Page 65, Harnett County Registry; Parcel ID No. 02151608330005; and

WHEREAS, Habitat for Humanity of Harnett County, Inc. has made a request to the Harnett County Board of Commissioners for assistance in fulfilling its charitable work for the citizens of Harnett County; that the County Board of Commissioners recognizes Habitat for Humanity's long and distinguished service in obtaining real property lots, identifying qualified applicants, constructing quality single family homes, conveying said homes to needy individuals at affordable terms, and reinstating properties at enhanced values back on the County ad valorem tax rolls; and

WHEREAS, the Harnett County Board of Commissioners has made the determination pursuant to the provisions of N.C. General Statute §160A-279 and §160A-267 to donate and convey the County's title interest in the above described real property lots as an appropriation to Habitat For Humanity of Harnett County, Inc. for carrying out its public purpose.

NOW, THEREFORE, the Harnett County Board of Commissioners hereby resolves the following:

1. That the Harnett County Board of Commissioners hereby recognizes and determines that Habitat for Humanity of Harnett County, Inc., a N.C. non-profit corporation, carries out a public purpose and is a viable and deserving private entity to which the County is authorized to appropriate the transfer of real property.
2. That the Chairman of the Harnett County Board of Commissioners is hereby authorized to convey by Special Warranty Deed to Habitat for Humanity of Harnett County, Inc., a N.C. non-profit corporation, Harnett County's title interest in those two vacant real property lots previously described in this Resolution in exchange for no monetary consideration.
3. That pursuant to N.C. General Statutes §160A-279 and §160A-267, a notice summarizing the contents of this Resolution shall be published once with the conveyance to be consummated no sooner than 10 days after the notice publication date.

This Resolution is duly adopted at the regular meeting for the Harnett County Board of Commissioners on Monday February 3, 2014.

HARNETT COUNTY BOARD OF COMMISSIONERS

Joe Miller, Chairman

Attested:

Gina Wheeler
County Board Clerk

NOTICE OF INTENT
OF THE HARNETT COUNTY BOARD OF COMMISSIONERS
TO CONVEY COUNTY OWNED REAL PROPERTY
TO HABITAT FOR HUMANITY OF HARNETT COUNTY, INC.

At its regular meeting on February 3, 2014, the Harnett County Board of Commissioners unanimously adopted a Resolution to donate and convey to Habitat for Humanity of Harnett County, Inc., a N.C. non-profit corporation, Harnett County's title interest in two vacant real property lots which are described as follows:

Lot No. 1: A full ownership interest in that 65 foot x 150 foot vacant lot located on West "F" Street in Erwin, N.C. 28339 which is more particularly described in that deed recorded in Book 734, Page 741, Harnett County Registry; Parcel ID No. 06059714070027; and

Lot No. 2: A ½ undivided interest (other ½ interest owned by the City of Dunn) in that 90 foot x 50 foot vacant lot located at 402 W. Cole Street, Dunn, N.C. 28334 which is more particularly described in that deed recorded in Book 1090, Page 65, Harnett County Registry; Parcel ID No. 02151608330005.

It is the intent of the Harnett County Board of Commissioners to consummate the conveyance of the above described lots no sooner than ten days after the publication date of this Notice. The intended conveyance is being made pursuant to the provisions of N.C. General Statutes §160A-279 and §160-267.

This the 3rd day of February, 2014.

Gina Wheeler, Clerk
Harnett County Board of Commissioners

DWIGHT W. SNOW

ATTORNEY AT LAW

302 W. EDGERTON STREET

DUNN, NORTH CAROLINA 28334

TELEPHONE 910-892-8199
FACSIMILE 910-892-5487

MAILING ADDRESS
P. O. BOX 397
DUNN, NC 28335
email: dwightsnow@nc.rr.com

January 31, 2014

Via email

Ms. Gina Wheeler
Harnett County Manager's Office
P. O. Box 759
Lillington, N. C. 27546

Re: Appropriation of real property by the Harnett County Board of Commissioners to Habitat for Humanity of Harnett County, Inc.

Dear Gina:

As you are aware, the Harnett County Board of Commissioners at its special meeting work session on Tuesday January 28, 2014 unanimously approved an appropriation in the form of a donated conveyance of two real property lots to Habitat for Humanity of Harnett County., Inc. North Carolina General Statutes §160-A-279 authorizes such an appropriation subject to certain procedural directives which includes 1) a formal Resolution adopted at a regular meeting and 2) publication of a Notice which summarizes the Resolution and states that that conveyance takes place no sooner than ten days after the publication date of the Notice.

Attached is a proposed Resolution which needs to be added to the Consent Agenda for the regular Board meeting scheduled for Monday February 3, 2014. Once the Resolution has been adopted then the Notice will need to be published once in The Daily Record. Contact me regarding the publication date and I will proceed to prepare the Special Warranty Deed for the chairman's execution.

Call me with questions.

Dwight Snow

February 3, 2014 APPOINTMENTS NEEDED

ADULT CARE HOME COMMUNITY ADVISORY COMMITTEE

We need members on this committee. Members receive mileage reimbursement as claimed.

AGRICULTURAL ADVISORY BOARD

We have a vacancy for on this board for **District 4**.

BOARD OF ADJUSTMENT

We have a vacancy for an alternate member on this board for **District 1**.

HARNETT NURSING HOME COMMUNITY ADVISORY COMMITTEE

We need members on this committee. Members receive mileage reimbursement as claimed.

HISTORIC PROPERTIES COMMISSION

We currently have a vacancy for a regular member in **District 3**. Bryan Avery recently resigned recently.

We currently have a vacancy for a regular member in **District 5**.

MID-CAROLINA AGING ADVISORY COMMITTEE

We need members on this committee. Members receive mileage reimbursement as claimed.

TRANSPORTATION ADVISORY BOARD

The following have expressed interest in being reappointed to serve on this Board:

Carl Davis, Lisa Guy, Terri Strickland, Mary Jane Sauls, Gary Pope, Johanna Barker, Betty Lou Darroch, John Finger, Kittrane Sanders, Eric Truesdale, John Rouse, Patrick Fitzgerald and Barry Blevins

Joseph Jeffries has also expressed interest in being appointed to serve on this Board.

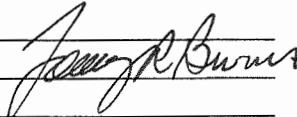
Community Development Monthly Performance Status Report

(Due on 15th of each month)

Grantee Name: County of Harnett Grant Number: 11-C-2314 Month: December Year: 2013

<u>Activity</u>	<u>Performance Schedule (On/Off)</u>	<u>Current Performance Status (If Off Schedule)</u>	<u>Remedy to get back on Schedule (If Off Schedule)</u>
Rehabilitation	On		
Reconstruction	On		
Clearance	On		
Temporary Relocation	On		
Planning	On		
Administration	On		

Comments: Rehab and demolition bids received, pending contracts.

Prepared By: Patt Crissman Title: Project Manager, TWC
 Endorsed By: Tommy Burns  Title: County Manager (City/County Manager or Clerk)
 Board or Council Update: Tommy Burns Date: January 21, 2014 Feb. 3, 2014

Performance Schedule (Based on Performance Based Contract) On/Off Schedule

- ❖ · **Off Performance Schedule: Provide current performance status and remedy to get back on schedule and submit report**
- ❖ · **On Performance Schedule: Stop and submit report, no current performance status or remedy to get back on schedule is required**

SANDHILLS CENTER

A LOCAL MANAGEMENT ENTITY - MANAGED CARE ORGANIZATION

Agenda Item 7

MANAGING MENTAL HEALTH, INTELLECTUAL/DEVELOPMENTAL DISABILITIES AND SUBSTANCE ABUSE SERVICES
910.673.9111 ■ (FAX) 910.673.6202 ■ WWW.SANDHILLSCENTER.ORG ■ VICTORIA WHITT, CEO

January 15, 2014

Ms. Kimberly Honeycutt
Harnett County Finance Officer
PO Box 759
Lillington, NC 27546

RECEIVED
JAN 22 2014
HARNETT COUNTY
MANAGER'S OFFICE

Dear Ms. Honeycutt:

Attached you will find a copy of the Sandhills Center Quarterly Fiscal Report for the period ending December 31, 2013. This required State Division of Mental Health, Developmental Disabilities and Substance Abuse Services Report has been sent, on a quarterly basis, to each of the County Managers and County Commissioners in the Sandhills Area for a number of years. Please note that a revision to G.S. 122C-117(c), enacted by the 2006 General Assembly, requires that this Report be sent directly to each County Finance Officer. More specifically, the revised Statute requires that: "The County Finance Officer shall provide the Quarterly Report to the Board of County Commissioners at the next regularly scheduled meeting of the Board."

It should also be noted that the Statute requires that these Reports be submitted to the County Finance Officer within 30 days of the end of each quarter of the fiscal year. This "timeliness requirement" will present a difficulty for the December 31st and June 30th Quarterly Reports-the State requires that these Reports be completed on an accrual basis and their deadlines (February 20th and August 31st) exceed the statutory requirements. The March 31st and September 30th Reports are completed on a cash basis.

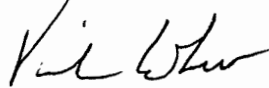
A review of the attached December 31, 2013, Quarterly Fiscal Report indicates the following:

Actual Revenues = \$ 164,755,504
Actual Expenditures = \$ 144,334,692
Revenues in Excess of Expenditures = \$ 20,420,812

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

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

Sincerely,



Victoria Whitt
Chief Executive Officer

Attachment

cc: Tommy Burns, Harnett County Manager
Gary A. House, Harnett County Commissioner

P.O. Box 9, West End, NC 27376
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1. REPORT OF BUDGET VS. ACTUAL

Basis of Accounting: (check one)	Cash	X	(1)	(2)	(3)	(4)	(5)	(6)
	Accrual		PRIOR YEAR 2012-2013		CURRENT YEAR			
			BUDGET	ACTUAL	BUDGET	ACTUAL	BALANCE (Col. 3-4)	ANNUALIZED PERCENTAGE **

ITEM	BUDGET	ACTUAL	BUDGET	ACTUAL	BALANCE (Col. 3-4)	ANNUALIZED PERCENTAGE **
REVENUE						
Service Fees from LME-Delivered Services	-	-	-	-	-	#DIV/0!
Medicaid Pass Thru	10,220,734	2,703,693	1,850,000	46,995	1,803,004	5.08%
Interest Earned	-	-	-	-	-	#DIV/0!
Rental Income	-	-	-	-	-	#DIV/0!
Budgeted Fund Balance * (Detail in Item 4, below)	982,584	-	-	-	-	#DIV/0!
Other Local	472,795	289,983	292,795	1,035,684	(742,889)	707.45%
Total Local Funds	11,676,113	2,993,676	2,142,795	1,082,680	1,060,115	101.05%

County Appropriations (by county, includes ABC Funds):	BUDGET	ACTUAL	BUDGET	ACTUAL	BALANCE (Col. 3-4)	ANNUALIZED PERCENTAGE **
MOORE County	528,955	528,955	515,955	252,125	263,830	97.73%
HOKE County	58,000	58,000	58,000	-	58,000	0.00%
ANSON County	55,000	55,000	55,000	-	55,000	0.00%
RICHMOND County	147,000	147,000	147,000	73,500	73,500	100.00%
MONTGOMERY County	60,775	60,775	60,775	60,775	-	200.00%
RANDOLPH County	844,000	844,000	844,000	422,200	421,800	100.05%
LEE County	240,000	240,000	240,000	100,000	140,000	83.33%
HARNETT County	199,681	199,681	199,679	99,840	99,839	100.00%
GUILFORD County	5,200,000	5,587,966	9,900,000	4,082,146	5,817,854	82.47%
County	-	-	-	-	-	#DIV/0!
County	-	-	-	-	-	#DIV/0!
County	-	-	-	-	-	#DIV/0!
County	-	-	-	-	-	#DIV/0!
County	-	-	-	-	-	#DIV/0!
County	-	-	-	-	-	#DIV/0!
County	-	-	-	-	-	#DIV/0!
County	-	-	-	-	-	#DIV/0!
County	-	-	-	-	-	#DIV/0!
County	-	-	-	-	-	#DIV/0!
County	-	-	-	-	-	#DIV/0!
Total County Funds	7,333,411	7,721,377	12,020,409	5,090,586	6,929,823	84.70%

LME Systems Admin. Funds (Cost Model)	19,107,101	16,538,406	32,870,727	16,723,394	16,147,333	101.75%
DMH/DD/SAS Administrative Funds (% basis)	-	-	-	-	-	#DIV/0!
DMH/DD/SAS Risk Reserve Funds (% basis)	-	-	-	-	-	#DIV/0!
DMH/DD/SAS Services Funding	27,817,473	29,168,500	34,642,868	12,993,084	21,649,784	75.01%
DMA Capitation Funding	93,111,652	92,267,863	245,263,709	125,029,301	120,234,408	101.95%
DMA Risk Reserve Funding	2,167,008	2,147,797	5,600,907	2,858,795	2,742,112	102.08%
All Other State/Federal Funds	3,333,462	1,768,846	3,024,664	977,665	2,046,999	64.65%
Total State and Federal Funds	145,536,696	141,891,412	321,402,875	158,582,239	162,820,636	98.68%
TOTAL REVENUE	164,546,220	152,606,465	335,566,079	164,755,505	170,810,574	98.20%

EXPENDITURES:	BUDGET	ACTUAL	BUDGET	ACTUAL	BALANCE (Col. 3-4)	ANNUALIZED PERCENTAGE **
System Management/Administration/Care Coordination	21,398,129	14,941,230	32,870,727	10,215,850	22,654,877	62.16%
LME Provided Services	-	-	-	-	-	#DIV/0!
Provider Payments (State Funds)	39,519,371	29,260,314	42,388,570	14,828,160	27,558,410	69.97%
Provider Payments (Federal Funds)	93,111,652	89,432,803	245,263,709	113,222,432	132,041,277	92.33%
Provider Payments (County/Local)	7,333,411	7,721,377	12,020,409	5,090,585	6,929,824	84.70%
Merger Expenses	-	-	-	-	-	#DIV/0!
MCO Start-Up Expenses	-	-	-	-	-	#DIV/0!
All Other	3,183,655	1,768,846	3,024,664	977,665	2,046,999	64.65%
TOTAL EXPENDITURES	164,546,218	143,124,570	335,566,079	144,334,692	191,231,387	86.02%

CHANGE IN CASH BALANCE		9,481,895		20,420,813		
Beginning Unrestricted Fund Balance		4,016,809		13,498,704		
Balance in DMH/DD/SAS Risk Reserve		-		-		
Balance in DMA Risk Reserve		2,147,797		2,382,150		
Current Estimated Unrestricted Fund Balance and percent of budgeted expenditures	8.20%	13,498,704	10.11%	33,919,517		

2. CURRENT CASH POSITION	(1)	(2)	(3)	(4)	(5)	Allowance for Uncollectible Receivables
	30 DAYS	60 DAYS	90 DAYS	OVER 90 DAYS	TOTAL	
Accounts Payable (Accrual Method)		-				
Account Receivable (Accrual Method)		-				
Current Cash in Bank	60,904,936					

3. SERVICE EXCEPTIONS (Provided Based on System Capability)
 Services authorized but not billed

4. DETAIL ON BUDGETED FUND BALANCE	Budgeted	Year-to-Date	Balance	%
Payments to Providers				#DIV/0!
MCO Start-up Expense				#DIV/0!
LME Merger Expense				#DIV/0!
Other (List):				#DIV/0!

* We certify (a) this report to contain accurate and complete information, (b) explanations are provided for any expenditure item with an annualized expenditure rate greater than

Kyle Dyer 1-16-14 *Martha Rogers* 1/16/14 *Richard Hickey* 1/16/14
 LME / MCO Director Date LME/MCO Finance Officer Date Area Board Chair Date