HARNETT COUNTY BOARD OF COMMISSIONERS
County Administration Building
102 East Front Street
Lillington, North Carolina

Regular Meeting
July 7, 2014  9:00 am

1. Call to order – Chairman Joe Miller

2. Pledge of Allegiance and Invocation – Commissioner Jim Burgin

3. Consider additions and deletions to the published agenda

4. Consent Agenda
   A. Minutes
   B. Budget Amendments
   C. Tax refunds, rebates and release
   D. Harnett County Board of Commissioners authorizes, empowers and commands the Tax Administrator to collect the taxes set forth in the tax records filed in the office of Harnett County and in the tax receipts herewith delivered to the Tax Administrator, in the amounts and from the taxpayers likewise therein set forth.
   E. County Staff Attorney, on behalf of Public Utilities, requests approval of Amended Harnett County Water and Sewer Ordinance (“An Ordinance Regulating the Use of Water and Sewer Facilities Operated by the Harnett County Department of Public Utilities Fixing Rents, Rates, Fees and Other Charges and Providing for Collection of the Same”) with an effective date of July 1, 2014 to incorporate the fee schedule for Harnett County Public Utilities previously adopted per the fiscal year 2014-2015 budget ordinance on June 23, 2014.
   F. Finance Officer requests approval of award of the County’s banking services proposal to PNC. Finance Officer also requests approval of award of the lockbox function for Public Utilities be awarded to First Tennessee Bank.
   G. Cooperative Extension requests permission to submit grant application to PNC Grow Up Great in the amount of $125,000 Parenting Grassroots Efforts to fund the Parents As Teachers Program.
   H. Cooperative Extension requests permission to submit grant application to Duke Energy Foundation in the amount of $60,000 Parenting Grassroots Efforts
   I. Cooperative Extension requests permission to accept additional funds for the Race to the Top Grant from Child Care Networks, Inc. for the 2014-2015 fiscal year in the amount of $12,665.
   J. Planning Services requests permission to accept the NC Wildlife Resources Commission Partners for Green Growth Grant in the amount of $10,000 to help complete the environmental portion of the County’s Land Use Plan.
K. Planning Services requests adoption of the updated Capital Area Metropolitan Planning Organization (CAMPO) Memorandum of Understanding (MOU). As a result of the 2010 Census, the Capital Area MPO’s boundary has grown so an updated MOU is required to add the Town of Archer Lodge as a member as well as a few minor adjustments such as adding the Federal Transit Administration & Federal Rail Administration as stakeholders.

L. Planning Services requests approval to accept the Abandoned Manufactured Home Grant Contract #6038 from the NC Department of Environment and Natural Resources in the amount of $24,000.

M. Public Utilities requests approval of an increasing engineering amendment in the amount of $26,277 for MBD Consulting Engineers for services provided on the South Central Wastewater Phase 1C1 Project.

N. Harnett County Public Library requests permission to accept the NC LSTA Grant for NC Cardinal from the State Library in the amount of $59,753. The grant will reimburse the Library for changes incurred during the migration of our ILS to the NC Cardinal System.

O. County Engineer requests approval of revised agreement between Harnett County and NCDOT for the acceptance of funds from NCDOT for roadway improvements at Highland Middle School.

P. Administration requests approval to accept funding allocations from Mid-Carolina Area Agency on Aging Home and Community Care Block Grant.

Q. Administration requests approval of Termination of Lease between County of Harnett and Johnston County Industries, Inc.

5. Period of up to 30 minutes for informal comments allowing 3 minutes for each presentation

6. Appointments

7. Designation of Voting Delegate to NCACC Annual Conference in Buncombe County August 14 – 17, 2014

8. County Manager’s report – Tommy Burns, County Manager
   - Veteran Affairs Activities Report June 2014

9. New Business

10. Closed Session

11. Adjourn
The Harnett County Board of Commissioners met in special session on Monday, June 23, 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  
Tommy Burns, Harnett 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. Commissioner Hill led the pledge of allegiance and invocation. Chairman Miller announced that the Harnett County Board of Commissioners would not meet in special session on Tuesday, July 1, 2014.

Mr. Burns requested that two additional year-end budget amendments be added for consideration. Ms. Honeycutt gave an overview of the budget amendments being considered and responded to questions. Upon further discussion; as Mrs. Honeycutt said the original figure was a huge budget projection, Budget Amendment #471 to setup the budget for the Article 46 Fund (1/4 cent sales tax) was reduced from $2 Million to $500,000. Commissioner Burgin moved to approve the year-end budget amendments as amended. Commissioner Hill seconded the motion which passed unanimously.

1. Budget Amendments:

   **471 Article 46 Fund**
   - Code 225-8600-480.90-10 Interfold Transfer – General Fund 500,000 increase
   - Code 225-0000-313.30-10 Sales Tax – Article 46 500,000 increase

   **472 Interfund Transfers**
   - Code 110-8701-490.90-92 Interfund Transfer – Radio Upgrade 1,867,209 increase
   - Code 110-0000-399.00-00 Fund Balance Appropriated 1,867,209 increase

   **474 Cooperative Extension**
   - Code 110-7306-465.60-47 United Way Food & Provisions 121 increase
   - Code 110-7306-465.60-33 United Way Materials & Supplies 200 increase
   - Code 110-0000-353.17-00 United Way Contributions 321 increase
Chairman Miller called to order a public hearing on the proposed FY 2014/2015 budget and opened the meeting for comments from the public.

The following citizens spoke against a proposed tax increase while offering additional comments:
- Jerry Rivas of 364 Twin Ponds Road in Sanford
- Tom Haney of Wake County, business owner in Harnett County
- Ken Wiseman of 148 Tanning Ridge Drive in Dunn
- Greta Crayton of 302 Denim Drive in Erwin
- Jay Smith of 164 Supreme Drive in Lillington
- Jimmy Johnson of 350 Woodcroft Drive in Angier
- Maggie Sandrock of 1189 Titan Roberts Road in Lillington

The following citizens spoke in support of a tax increase while offering additional comments:
- Daniel Glover of Old Stage Road in Coats
- Steve Blackburn of 190 Falling Water Road in Spring Lake
- Ben Slaughter of Chalybeate Springs area in Fuquay-Varina
- Sharlene Jones of Old Buies Creek Road in Angier

The following citizens spoke regarding the proposed Animal Services budget:
- Susan Shaddock of 114 South Carrie Street in Coats requested responses to several questions regarding this budget and animal shelter policies and procedures.
- Tia Kocher spoke on behalf of Dea Clark, NC Dog Rescue Organization, opposing some fees and animal shelter policies.
- Christine Perry of 130 Pine Street West in Lillington spoke in favor of the $70 spay/neuter fee that she said applies to dogs only.

- Joe Langley of 298 Kirk Adams Road in Angier shared telephone numbers for six Harnett County’s elected representatives and urged citizens to contact them.
- Tom Haney spoke in favor of year-round schools
- Chuck Levorse, Chairman of Harnett County Board of Education, responded to comments made earlier.
Commissioners consider approval of the revised proposed FY 2014/2015 budget which included a 2 1/2 cents property tax increase. Commissioner Burgin presented a slide show. (Attachment 1)

Mr. Burns also presented a slide show. (Attachment 2) Commissioners Burgin and Springle said it would have been nice to have had the information included in the presentation earlier. Mr. Burns and Commissioner Burgin discussed medium household income verses per capita income for the county.

Each commissioner offered comments regarding the proposed budget and the state of the County. Vice Chairman House moved to approve the original proposed 2014/2015 budget which included a 5 1/2 cent property tax increase. The motion died due to the lack of a second.

Chairman Miller moved to approve the revised proposed 2014/2015 budget which included a 2 1/2 cent property tax increase. Commissioner Hill seconded the motion. Discussions continued.

The motion to approve the revised proposed 2014/2015 budget which included a 2 1/2 cent property tax increase passed 3 to 2 with Commissioners Burgin and Springle opposing.

Commissioner Hill moved to approve the Budget Ordinance for Fiscal Year 2014-2015. Vice Chairman House seconded the motion which passed 3 to 2 with Commissioners Burgin and Springle opposing.

Commissioner Burgin moved to adjourn the meeting at 10:18 pm. Commissioner Springle seconded the motion which passed unanimously.

Joe Miller, Chairman
Margaret Regina Wheeler, Clerk
June 23rd Budget Public Hearing

Employees By Year

<table>
<thead>
<tr>
<th>Year</th>
<th>2008</th>
<th>2009</th>
<th>2010</th>
<th>2011</th>
<th>2012</th>
<th>2013</th>
<th>2014</th>
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<tbody>
<tr>
<td>Total Employees</td>
<td>106,50</td>
<td>107,50</td>
<td>111,00</td>
<td>107,00</td>
<td>99,00</td>
<td>103,00</td>
<td>102,30</td>
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<td>General Government</td>
<td>239,50</td>
<td>241.20</td>
<td>267,50</td>
<td>278,50</td>
<td>207,50</td>
<td>258,50</td>
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<td>Transportation</td>
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<td>Environmental Protection</td>
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<td>Human Services</td>
<td>251,50</td>
<td>250.50</td>
<td>227.50</td>
<td>263.60</td>
<td>259.50</td>
<td>257.50</td>
<td>253.75</td>
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<td>Cultural &amp; Recreational</td>
<td>12.00</td>
<td>12.00</td>
<td>12.00</td>
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<td>12.00</td>
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<tr>
<td>Total Employees</td>
<td>666.10</td>
<td>671.50</td>
<td>705.50</td>
<td>738.18</td>
<td>704.60</td>
<td>706.50</td>
<td>703.05</td>
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</table>

County Employee Making $35,000 Per Year (non-law enforcement)

- FICA 7.65%
- Retirement 7.01%
- Unemployment 3.50%
- Life Insurance 1.65%
- HSA 1.00%
- Health Insurance 4.60%

Total Benefits and Cost: $13,775.10
Total Cost of Employee: $48,725.10
2018 Projected Per Capita Income for Harnett County: $21,395.00
Total With County Benefits: $35,111.10

Vehicle Purchases By Year

<table>
<thead>
<tr>
<th>Year</th>
<th>2008</th>
<th>2009</th>
<th>2010</th>
<th>2011</th>
<th>2012</th>
<th>2013</th>
<th>2014</th>
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<tr>
<td>Purchases</td>
<td>7</td>
<td>15</td>
<td>0</td>
<td>3</td>
<td>22</td>
<td>23</td>
<td>22</td>
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<td>Total Vehicles</td>
<td>572</td>
<td>430</td>
<td>372</td>
<td>283</td>
<td>402</td>
<td>494</td>
<td>368</td>
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</tbody>
</table>

General Fund

Revenue over 7 years: up $16,686,518 or 20%
Expenditures over 7 years: up 16,543,597 or 17%
Other Budget Considerations

- Total fund balance appropriation $3.3M
- New cost of living for employees
- Loss of grant funding resulting in reductions of expense
- Current and future school financing ability
- Current expenses for the schools
The Harnett County Board of Commissioners met in regular session on Monday, June 16, 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, Harnett 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. Commissioner Springle led the pledge of allegiance and invocation.

Chairman Miller called for additions and deletions to the published agenda. Mr. Burns requested the addition for consideration adoption of resolution authorizing disposition of a surplus ambulance chassis by private bid. Mr. Burns also noted a correction to #466 Budget Amendment. Commissioner Burgin moved to approve the agenda as amended. Commissioner Hill seconded the motion which passed unanimously.

Commissioner Burgin requested clarification regarding Budget Amendments #442 and #464. Commissioner Springle requested removal from the consent agenda for discussion purposes the approval of the amended offer of employment to County Manager Tommy R. Burns. Commissioner Springle moved to approve the items listed on the revised consent agenda. Vice Chairman House seconded the motion which passed unanimously.

1. Minutes: June 2, 2014 Regular Meeting

2. Budget Amendments:
   441 Fleet Maintenance Fund
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<tr>
<th>Code</th>
<th>Description</th>
<th>Decrease</th>
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<tbody>
<tr>
<td>903-4610-410.11-00</td>
<td>Salaries &amp; Wages</td>
<td>113,021</td>
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<td>903-4610-410.12-00</td>
<td>Salaries &amp; Wages - Part time</td>
<td>13,088</td>
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<tr>
<td>903-4610-410.21-00</td>
<td>Group Insurance Expense</td>
<td>14,794</td>
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<td>903-4610-410.21-04</td>
<td>HSA</td>
<td>2,798</td>
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<td>903-4610-410.21-05</td>
<td>Employee Clinic</td>
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<td>903-4610-410.22-00</td>
<td>FICA</td>
<td>9,647</td>
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441 Fleet Maintenance Fund continued

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<tr>
<td>903-4610-410.23-00</td>
<td>Retirement</td>
<td>7,813</td>
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<td>903-4610-410.25-10</td>
<td>Unemployment Benefits</td>
<td>1,277</td>
<td>decrease</td>
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<tr>
<td>903-4610-410.26-08</td>
<td>Worker’s Compensation</td>
<td>5,293</td>
<td>decrease</td>
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<tr>
<td>903-4610-410.30-04</td>
<td>Professional Services</td>
<td>4,400</td>
<td>decrease</td>
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<tr>
<td>903-4610-410.33-45</td>
<td>Contracted Services</td>
<td>10,000</td>
<td>decrease</td>
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<tr>
<td>903-4610-410.41-11</td>
<td>Telecommunication &amp; Postage</td>
<td>3,000</td>
<td>decrease</td>
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<tr>
<td>903-4610-410.43-16</td>
<td>Maintenance &amp; Repair – Equipment</td>
<td>4,653</td>
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<tr>
<td>903-4610-410.43-21</td>
<td>Maintenance &amp; Repair – Auto</td>
<td>365,843</td>
<td>decrease</td>
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<tr>
<td>903-4610-410.44-21</td>
<td>Building &amp; Equipment Rent</td>
<td>551</td>
<td>decrease</td>
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<tr>
<td>903-4610-410.55-12</td>
<td>Printing &amp; Binding</td>
<td>150</td>
<td>decrease</td>
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<td>Training &amp; Meetings</td>
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<tr>
<td>903-4610-410.60-31</td>
<td>Gas</td>
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<td>decrease</td>
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<td>Materials &amp; Supplies</td>
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<tr>
<td>903-4610-410.60-36</td>
<td>Uniforms</td>
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<td>Miscellaneous Expense</td>
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<td>HARTS</td>
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<td>Tax</td>
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<td>Sheriff</td>
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<td>Jail</td>
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<td>Cooperative Extension</td>
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<td>Health</td>
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<td>903-0000-356.11-09</td>
<td>Social Services</td>
<td>15,960</td>
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<td>Planning</td>
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<td>Solid Waste</td>
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<td>Youth Services</td>
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<td>Library</td>
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<td>Workforce Development</td>
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<td>IT</td>
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<td>E911</td>
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<td>Town of Lillington</td>
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<td>903-0000-356.11-23</td>
<td>HPE</td>
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442 General Fund

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<th>Amount</th>
<th>Change</th>
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<tbody>
<tr>
<td>110-4610-410.11-00</td>
<td>Salaries &amp; Wages</td>
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<td>Car Allowance</td>
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<td>Salaries &amp; Wages -- Part time</td>
<td>15,900</td>
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June 16, 2014, Regular Meeting Minutes
Harnett County Board of Commissioners
Page 2 of 12
### 442 General Fund continued

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<tr>
<td>110-4610-410.21-00</td>
<td>Group Insurance Expense</td>
<td>14,794 increase</td>
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<td>110-4610-410.21-04</td>
<td>HAS</td>
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<tr>
<td>110-4610-410.21-05</td>
<td>Employee Clinic</td>
<td>795 increase</td>
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<td>110-4610-410.22-00</td>
<td>FICA</td>
<td>9,745 increase</td>
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<tr>
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<td>Retirement</td>
<td>7,874 increase</td>
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<tr>
<td>110-4610-410.25-10</td>
<td>Unemployment Benefits</td>
<td>1,277 increase</td>
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<tr>
<td>110-4610-410.26-08</td>
<td>Worker’s Compensation</td>
<td>5,293 increase</td>
</tr>
<tr>
<td>110-4610-410.30-04</td>
<td>Professional Services</td>
<td>4,400 increase</td>
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<td>110-4610-410.33-45</td>
<td>Contracted Services</td>
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<td>110-4610-410.41-11</td>
<td>Telecommunication &amp; Postage</td>
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<td>110-4610-410.43-16</td>
<td>Maintenance &amp; Repair – Equipment</td>
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<tr>
<td>110-4610-410.43-21</td>
<td>Maintenance &amp; Repair – Auto</td>
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<tr>
<td>110-4610-410.44-21</td>
<td>Building &amp; Equipment Rent</td>
<td>551 increase</td>
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<td>110-4610-410.55-12</td>
<td>Printing &amp; Binding</td>
<td>150 increase</td>
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<tr>
<td>110-4610-410.58-01</td>
<td>Training &amp; Meetings</td>
<td>150 increase</td>
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<td>Gas</td>
<td>3,500 increase</td>
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<td>Materials &amp; Supplies</td>
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<tr>
<td>110-4610-410.60-36</td>
<td>Uniforms</td>
<td>1,500 increase</td>
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<td>110-4610-410.60-57</td>
<td>Miscellaneous Expense</td>
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<td>110-5100-420.43-21</td>
<td>Maintenance &amp; Repair – Auto</td>
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<td>110-5300-420.43-21</td>
<td>Maintenance &amp; Repair – Auto</td>
<td>7,500 decrease</td>
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<tr>
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<td>Fleet Maintenance – Solid Waste</td>
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<td>110-0000-356.11-16</td>
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<td>Insurance Claim</td>
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<td>NCACC Group Benefit Pool</td>
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### 457 Sheriff’s Office

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### 458 Cooperative Extension

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<tr>
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<td>Salaries &amp; Wages</td>
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<td>110-7310-465.23-00</td>
<td>Retirement</td>
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<td>Workman’s Compensation</td>
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Harnett County Board of Commissioners  
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458 Cooperative Extension continued
Code  110-7310-465.21-00  Group Insurance  3 increase
      110-7310-465.58-14  Travel  22 increase
      110-0000-353.73-10  Parents As Teachers  2,500 increase

459 Sheriff’s Office
Code  110-5102-420.11-13  Salaries & Wages Part – time  2,000 increase
      110-5102-420.23-00  Regular Retirement  120 increase
      110-5102-420.33-45  Contracted Services  15,889 increase
      110-0000-334.51-02  Harnett CJPP  18,009 increase

461 Youth Services
Code  110-7930-441.21-04  HSA  94 decrease
      110-7930-441.22-00  FICA  433 decrease
      110-7930-441.23-00  Regular Retirement  93 increase
      110-7930-441.25-10  Unemployment Benefits  396 decrease
      110-7930-441.26-08  Worker’s Compensation  95 decrease
      110-0000-399.00-00  Fund Balance Appropriated  925 decrease

462 Special Districts Fund
Code  242-8005-420.82-15  Benhaven Fire – Tax & Tags  25,000 increase
      242-8007-420.82-15  Black River Fire – Tax & Tags  25,000 increase
      242-8019-420.82-15  Spout Springs – Tax & Tags  120,000 increase
      242-8021-420.82-15  West Area – Tax & Tags  25,000 increase
      242-8022-420.82-15  Crains Creek – Tax & Tags  20,000 increase
      242-8024-420.82-15  Benson Banner – Tax & Tags  20,000 increase
      242-8025-420.82-15  Godwin Falcon – Tax & Tags  20,000 increase
      242-8033-420.82-15  Summerville Bunnlevel – Tax & Tags  45,000 increase
      242-8034-420.82-15  Flatwoods – Tax & Tags  100,000 increase
      242-0000-311.10-01  Motor Vehicle – Tax & Tags tog.  400,000 increase

463 Sheriff’s Execution Fund
Code  252-0000-336.24-02  County Clerk of Court  2,000 decrease
      252-0000-336.24-03  NC Department of Revenue  1,000 increase
      252-0000-351.51-02  Execution Sale  1,000 increase

464 Debt Service
Code  110-8702-470.87-25  Principal – 2012B QSCB  1,324,363 decrease
      110-0000-311.10-01  Motor Vehicle HB 1779  1,495,000 increase
      110-0000-389.50-00  Interfund Transfer – PU  2,000,000 decrease
      110-0000-313.30-09  Medicaid Hold Harmless  59,834 increase
      110-0000-399.00-00  Fund Balance Appropriated  879,197 decrease

465 Electronics Management
Code  250-6600-461.35-56  Electronics Management  7,999 increase
      250-0000-336.25-01  Electronics Management  7,999 increase

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466 Public Utilities

Code  531-0000-340.20-10  Water Sales  316,000 increase
      531-0000-340.30-02  Sewer Tap on Fees  21,000 increase

466 Public Utilities continued

Code  531-0000-351.31-03  Communications Lease  81,000 increase
      531-0000-356.30-00  Insurance Claim  50,000 increase
      531-0000-356.53-05  Equipment Reimbursement  17,000 increase
      531-0000-389.14-00  Projects  150,000 increase
      531-0000-399.00-00  Fund Balance Appropriated  635,000 decrease

467 Social Services

Code  110-7710-441.80-85  Progress Energy -- Neighbor  609 increase
      110-7710-441.80-25  Medical Transportation  40,000 increase
      110-7710-441.89-50  Elderly Assistance Donations  454 increase
      110-0000-330.77-01  Social Services Administration  609 increase
      110-0000-330.77-08  Medical Transportation  40,000 increase
      110-0000-353.06-00  Social Services Donations  454 increase

468 Workers Compensation Fund

Code  901-9801-410.32-90  Worker's Compensation  650,000 increase
      901-0000-353.98-01  Worker's Comp Dept Charge  313,000 increase
      901-0000-356.91-05  Excess Reimbursement  263,000 increase
      901-0000-356.90-02  Miscellaneous  74,000 increase

469 Solid Waste

Code  580-6600-461.11-00  Salaries & Wages  196,620 increase
      580-0000-341.12-00  User Fees (household)  228,000 increase
      580-0000-341.13-00  Recycled Goods  25,000 increase
      580-0000-399.00-00  Fund Balance Appropriated  56,380 decrease

3. Tax refunds, rebates and releases (Attachment 1)

4. Bond Order Authorizing the Issuance of $100,000,000 General Obligation School Bonds of the County of Harnett, North Carolina.

5. Resolution Regarding a Bond Order Authorizing the Issuance of $100,000,000 General Obligation School Bonds, Setting a Public Hearing Thereon and Directing Publication of a Notice of Said Public Hearing. (Attachment 2)

6. General Services requested approval of Resolution Authorizing Barry A. Blevins, Director of General Services, to Sign Community Development Block Grant Documents which would allow execution of any and all non-contract related documents as listed. (Attachment 3)
7. Cooperative Extension requested permission to accept an $800 grant from the N.C. Department of Agriculture and Consumer Services for a Pesticide Container Recycling Program.

8. Cooperative Extension requested permission to accept $2,500 from a Harnett County Advisory Board member for the purpose of continuing the employment of the Parents As Teachers Coordinator position and the operation of the PAT Program from June 17th thru June 30th for as much time until funds are exhausted.

9. Finance Officer requested approval of the revised Travel Policy.

10. Finance Officer requested approval of the revised Leave Policy.

11. Finance Office, on behalf of EMS, requested adoption of resolution authorizing disposition of surplus ambulance chassis by the Harnett County EMS Department by private bid. The transmission is not working in the ambulance and it would cost approximately $800 to tow it back to Harnett County from the NC Mountains however there is an interested party that would like to purchase the chassis as is and where it is. (Attachment 4)

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

- Paul Long of 601 Old Buies Creek Road in Angier said we have a good county manager and he doesn’t appreciate that we have two commissioners trying to tell him what to do. Mr. Long said the NC Senate sold out to the Locksmith Association and now school maintenance workers can no longer make keys but must hire someone else to make them. Mr. Long said HB 1108 was unconstitutional under the 14th amendment of the US Constitution and urged the Board to hire a constitutional lawyer and sue them to stop it. Mr. Long said we need money to run our schools, we can’t operate this county without taxes, and said they need to do like Wake County who passed a good budget today. Mr. Long said we have commissioners who are working for special interest and are trying to form a totalitarian democracy. Last, Mr. Long said we need to have harmony on this Board.

- Daniel Glover of Old Stage Road in Coats said the Constitutional Caucus of North Carolina read his article regarding HB 1108. Mr. Glover said the group reviewed the bill and feels like the rights of the people of Harnett County were unjust. He reported that the Constitutional Caucus sent a letter to Representative David Lewis and then read what he said was part of the letter as well as Representative Lewis’s response. Mr. Glover said the County Board and School Board do not have a constitutional right; it is administered by the State, however the people do. Mr. Glover said David Lewis failed us and asked the Board to take legal action against HB 1108 and get it stopped.

- Sharlene Jones of Old Buies Creek Road asked the Board to bump the tax rate up to at least 5.5 cents because there are things we need in this County and we are not going to have the money to do them. She said someone had suggested cutting the employee’s salaries. Mrs. Jones said in order to get more money for the County we should raise the rec fees and capacity fees on builders. She said she was upset about HB 1108 and hoped
it could be turned over so all board members have the right to vote. Mrs. Jones also said that Hitler never broke the law but he got someone else to break the law for him. She said there has been so much ugly done in this board room and at the State that she is ashamed to say she is a North Carolinian.

Pastor Felton Smith, from the Riverside Community, said politicians are not doing what they are supposed to do; they are not going to change their minds so it is time for citizens of this county and the state to get into the communities and educate the people about the tyrants in office now. Pastor Smith said people need to get involved as it is our right to be righteously represented and the people have the power.

There were no appointments.

Mark Locklear, Director of Planning Services, petitioned the board for a public hearing on a proposed zoning change: Landowner/Applicant: Linda Marie Natole; 1.0 +/- acres; From RA-20R to Commercial Intersection of Elliott Bridge Road and Bethel Baptist Road; Anderson Creek Township. Mr. Locklear noted the site is currently occupied by a building that has served many different uses and surrounding land uses include vacant farmland, low density residential, and a convenient store. Services available are public water and a private septic tank on site for the current structure. Mr. Locklear noted this all came about due to an existing violation of the U.D.O. for this property since a private club was being operated out of the existing structure but asked commissioners to please keep that separate as it is still being investigated and shouldn’t be considered for this case tonight.

Mr. Locklear reported that the Harnett County Planning Board, at their June 2, 2014 meeting, voted unanimously to recommend approval of this rezoning application based on the existing zoning compatibility to the surrounding properties. At the initial May meeting; when the applicant requested that the remainder of the hearing & vote be tabled until June 2 because there were only 3 members present, there were a few citizens that spoke in opposition, but their issues were related to the illegal business and not the actual rezoning of the land. Mr. Locklear stated if this rezoning application is approved, any business would be required to go through the development review process in order to become compliant.

Mr. Locklear reported staff evaluation as:

- The IMPACT to the adjacent property owners and the surrounding community is reasonable, and the benefits of the rezoning outweigh any potential inconvenience or harm to the community. REASONING: The impact to the surrounding community is reasonable, as the requested zoning district is similar in nature to neighboring zoning.

- The requested zoning district is NOT COMPATIBLE with the existing Land Use Classification. REASONING: The requested zoning to Commercial is not compatible with the Land Use Classification Medium Density Residential. Medium Density Residential is meant to encourage stick built and manufactured residential development. However, since this parcel has sufficient access to 2 roads, as well as its location to existing commercially zoned property, staff would recommend that during a Land Use Plan update this area be revised to comply with existing uses.

- The proposal does ENHANCE or maintain the public health, safety and general welfare. REASONING: The requested zoning to Commercial would maintain the
public health, safety and general welfare due to the existing commercial growth pattern in the area.

- This request is NOT for a SMALL SCALE REZONING and should not be evaluated for reasonableness. REASONING: The proposed rezoning to Commercial is adjacent to Commercial zoned land and thus the application does not need to be considered a Small Scale Rezoning.

Suggested Statement-of-Consistency: Staff concludes that the requested rezoning to Commercial is compatible with neighboring zoning districts and would not have an unreasonable impact on the surrounding community and will enhance the public health, safety, and general welfare for the reasons stated in the evaluation. It is recommended that this rezoning request be approved.

Mr. Locklear noted the applicant was present. Commissioners asked what the property was going to be. Mr. Locklear said it would be best to ask the applicant but right now it is being investigated as a private club but was previously a repair shop. Mr. Locklear said if the rezoning is approved then it would be permitted by right for any use for commercial that is approved and permitted in commercial zoning. Mr. Locklear said if the property stayed as currently zoned, RA-20R, then uses as a private club or motorcycle repair shop could be obtained through a conditional use permit. Mr. Locklear said any commercial business in Harnett County goes through the Development Review Board (DRP) which is a board of county staff that looks at all the different issues they may have pertaining to their departments. He clarified that the applicant must still go through the permitting process for a conditional use application. He believes the intention of the owner in obtaining commercial zoning is to be able to move anything she would like on the site going forward. Mr. Locklear said the site was previously grandfathered in as a repair center but once the uses changed they must become compliant.

Chairman Miller called to order a public hearing on the matter and opened the meeting for comments from the public.

- Linda Natole, the applicant, spoke in favor of the rezoning. She said she plans to leave the property as is which she believes is currently a motorcycle repair shop. She reported the concertina wire on the fence has been removed. She said people were previously prepared to refute complaints of late night motorcycles associated with her property up and down the road at all hours but it was not her intention to allow such.

Seeing no one else move, Chairman Miller closed the public hearing. Commissioner Hill moved to approve the rezoning as presented. Commissioners requested additional public comment. Vice Chairman House moved to reopen the public hearing. Commissioner Hill seconded the motion and the meeting was once again open for comments from the public regarding this rezoning.

- Barbara Mills, 408 Mills House Lane, said she does not have a problem with the property being zoned commercial, which she understands that is what this hearing is about, but June 16, 2014, Regular Meeting Minutes Harnett County Board of Commissioners Page 8 of 12
with the use after that. She said the property is not big enough to run a motorcycle club out of. She said the existing fence is still not presentable. Mrs. Mills responded that everyone she has talked to is not happy with the current use.

- Adam Repsik of 150 Boats Lane said he is a member of the motorcycle club being questioned and wanted to address some of the concerns they may have. He said the party that was mentioned was in March and was initially planned for approximately 20 to 30 people however approximately 250 to 300 people showed up unplanned. He said as far as motorcycles going up and down that road, he said he as seen many different people riding that road at all hours of the night not wearing their club stuff. He said they have not received any complaints, no one has talked to them and the Sheriff's Office has not been out there. He said they wear club stuff in plain view and are law-abiding in every way. He asked that people talk to them, tell them if they are doing something wrong or not doing something. Mr. Repsik responded that they are a motorcycle club, who currently occupies that building, and who also services their bikes. He said they also use the property to have parties which are open to the public with no membership requirement or fee. He said one of the times people complained that they were zooming up and down the road all night that his entire chapter was 150 miles away at a fundraiser. Mr. Repsik said they do allow alcohol on premises for people 21 years of age and over.

Vice Chairman House said this property is in his district and this particular building is an eyesore; the fence looks bad and he has always wondered what was behind the razor wire and is glad it has been removed. He said has gotten some complaints about motorcycles on Bethel Baptist Road at 1:00 am and 2:00 am in the morning. He asked how Mrs. Mills how frequent this happens which she said prior to three weeks ago probably 4 to 5 times a week. Vice Chairman House said what has been described does not sound like a business but a hobby of fixing their own motorcycles. Mr. Repsik said it has potential to become a business and they are still working on the details.

Mr. Locklear reported that a club is a use that is permitted under the commercial zoning districted and is permitted as a conditional use under the current zoning district. Mr. Locklear remind the Board the need to consider all uses that are allowed in the commercial category and cautioned them to move away from their current line of questioning. He did respond that if the rezoning was left as is the group could apply to the Board of Adjustment for a Conditional Use Permit to have a club there.

- Paul Long said there is a lot of laws that can control what's going on there. He said there isn't a day or night that motorcycles don't cause his cows to run. He said the same thing goes for people playing boom boxes in their car that wake you up at night. Mr. Long told commissioners that weren't elect to tell us how to live. He said if there is a regulatory situation here they can deal with it as is or they can deal with it rezoned. Mr. Long said he is for the tax-payer property owner to have the freedom to prosper from their land.

- Lisa Natole asked Commissioner House if he knew what that property looked like before she got it. When questioned about the razor-wire fencing, Mrs. Natole said her and her husband could not run a business from that property because they were broken into 20 times and said the Sheriff's Office could verify this. She said the fence may not be pretty but is very necessary.

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Harnett County Board of Commissioners
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Seeing no one else move, Chairman Miller closed the public hearing. Commissioner Hill restated her motion to approve the rezoning as presented. Chairman Miller seconded the motion which failed 2 to 3.

The group considered approval to amended offer of employment to Tommy R. Burns, County Manager. The amendment provides that if Mr. Burns’ employment with County of Harnett is terminated by County of Harnett for any reason other than conviction of a felony or misdemeanor involving moral turpitude (including perjury), he will receive a minimum severance payment equal to (3) months gross salary to include accrued benefits. This severance payment will extend by one month per year of continuous service from the original date of hire, not to exceed a maximum of six months. All other terms of Mr. Burns’ offer of employment remain the same, are ratified, and are in full effect. Commissioner Springle requested clarification of the additional wording included in the amended offer of employment as the group had only discussed severance. Mr. Burns said the additional wording should have actually been included in the original offer. Commissioner Springle moved to approve the amended offer of employment to County Manager Tommy R. Burns as presented. Commissioner Burgin seconded the motion which passed unanimously.

Mark Locklear, Director of Planning Services, petitioned the board for a public hearing on a proposed zoning change: Landowner/Applicant: Willie Brinkley, Sam Brinkley, Katherine B. Thomas & Heirs/Spout Springs Retail Investment, LLC; 47.91 +/- acres; From RA-20R to Commercial; Hwy 24/87; Anderson Creek Township. Mr. Locklear noted the site is currently vacant, except for a residential structure located on Parcel #1 – the parcels are across from Brinkley Hill Lane. Surrounding land uses are single family residential homes & residential subdivision, a variety of commercial development in close proximity, as well as undeveloped land. Mr. Locklear noted services available for the site are public water and public sewer with an annual daily traffic count of $34,000 trips per day on the Hwy 87 corridor with good site distances. As required for all zoning changes within a five mile radius of Fort Bragg, the Regional Land Use Advisory Commission was contacted.

Mr. Locklear reported that the Harnett County Planning Board, at their June 2, 2014 meeting, voted unanimously to recommend approval of this rezoning application based on the existing zoning compatibility to the surrounding properties. Mr. Locklear also noted the applicants were present.

Mr. Locklear reported staff evaluation as:
- The IMPACT to the adjacent property owners and the surrounding community is reasonable, and the benefits of the rezoning outweigh any potential inconvenience or harm to the community. REASONING: In the vicinity of the subject property, non-residential development has continued at a steady pace. The requested zoning change to Commercial will not have a negative impact on the surrounding properties or the community as it is similar in nature to certain existing zoning districts in the area.
- The requested zoning district is COMPATIBLE with the existing Land Use Classification. REASONING: The requested zoning is compatible with the existing Land Use Classification of Compact Mixed Use. The Compact Mixed Use
classification is to encourage a different combination of uses such as: commercial; institutional, as well as single family and multi-family developments.
- The proposal does ENHANCE or maintain the public health, safety and general welfare. REASONING: The proposed commercial zoning is more appropriate for this site due to properties to the North and South zoned commercial as well as property across Hwy 87. The proposed zoning would enhance the public health, safety and general welfare.
- This request is NOT for a SMALL SCALE REZONING and should not be evaluated for reasonableness. REASONING: This request does not need to be evaluated for a small scale rezoning, due to the property’s size.

Suggested Statement-of-Consistency: Staff concludes that the requested rezoning to Commercial is compatible with Harnett County regulatory documents and would not have an unreasonable impact on the surrounding community and will enhance the public health, safety, and general welfare for the reasons stated in the evaluation. It is recommended that this rezoning request be approved.

Chairman Miller called to order a public hearing on the matter and opened the meeting for comments from the public.
- Erwin McNeill of 6 Longleaf Circle in Cameron said he was speaking on behalf of approximately 50 heirs who are 100% percent in favor of this rezoning.

Seeing no one else move, Chairman Miller closed the public hearing. Commissioner Burgin moved to approve the rezoning as presented. Commissioner Springle seconded the motion which passed unanimously.

Mr. Burns presented the following reports:
- Community Development Monthly Performance Report – June 2014
- Planning Services Report – May 2014
- Veterans Affairs Activities Report – May 2014
- Department of Public Health Activities Summary – May 2014
- Interdepartmental Budget Amendments
- Harnett County Schools Current Expense Financial Statement
- Southeastern Economic Development Commission Financial Statements

Commissioners Burgin and Springle requested Mrs. Honeycutt to get clarification and additional information regarding the Harnett County Schools Current Expense Financial Statement. The group continued to discuss the statements provided.

There was no new business.

Commissioner Hill moved that the Board go into closed session to consult with the County legal staff in order to preserve the attorney-client privilege concerning the handling of a certain claim. This motion is made pursuant to N.C. General Statute Section 143-318.11(a)(3). Commissioner Burgin seconded the motion which passed unanimously.

Commissioner Springle moved that the Board come out of closed session. Commissioner Burgin seconded the motion which passed unanimously.

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Commissioner Burgin mentioned that Duke Energy and Piedmont Gas are talking to Spectra Energy about running a natural gas line across seven North Carolina counties of which Harnett County is one of them. Commissioner Burgin said we should talk to them about the rest of Harnett County and see if there are some other things we can do. Staff noted that they were aware of the project and had recently received a package of information that they will share with commissioners.

Commissioner Burgin moved to adjourn the meeting at 8:21pm. Commissioner Hill seconded the motion which passed unanimously.

Joe Miller, Chairman

Margaret Regina Wheeler, Clerk
### Board Report

**Date:** 06/16/2014

**TO:** HARNETT COUNTY BOARD OF COMMISSIONERS

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

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Military Exemption

17 MCCLOSKEY, MARYANN

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Military Exemption

18 STOKES, KENNETH RAY JR

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County 165.08

Military Exemption

19 THE LOVE CENTER OF DUNN

0002107621- 2013- 2013- 000000

City(CI05) 54.36
City Total 54.36
County Total 79.55
Total to be Refunded 1,568.47
County 1,622.83

CC: S. KEITH FAULKNER
Revenue Administrator
TO: HARNETT COUNTY BOARD OF COMMISSIONERS

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

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City Total 0.00
County Total 15,840.51
Total to be Refunded 15,840.51

S. KEITH FAULKNER
Revenue Administrator

CC: S. KEITH FAULKNER
EXTRACT FROM MINUTES OF BOARD OF COMMISSIONERS

A regular meeting of the Board of Commissioners of the County of Harnett, North Carolina (the “Board”) was held at the County Commissioners’ Meeting Room, Harnett County Administration Building, 102 East Front Street, Lillington, North Carolina, at 7:00 p.m. on June 16, 2014 (the “Meeting”), after proper notice, and was called to order by Chairman Joe Miller, and upon the roll being called, the following members of the Board answered present:

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

The following members of the Board were absent: N/A

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

Commissioner Springle introduced the following resolution (the “Resolution”), a summary of which had been provided to each Commissioner, a copy of which was available with the Clerk to the Board of Commissioners and which was read by title:

RESOLUTION OF THE COUNTY OF HARNETT, NORTH CAROLINA REGARDING A BOND ORDER AUTHORIZING THE ISSUANCE OF $100,000,000 GENERAL OBLIGATION SCHOOL BONDS, SETTING A PUBLIC HEARING THEREON AND DIRECTING PUBLICATION OF A NOTICE OF SAID PUBLIC HEARING

WHEREAS, a bond order entitled:

“BOND ORDER AUTHORIZING THE ISSUANCE OF $100,000,000 GENERAL OBLIGATION SCHOOL BONDS OF THE COUNTY OF HARNETT, NORTH CAROLINA,”

has been introduced at a meeting of the Board of Commissioners (the “Board”) of the County of Harnett, North Carolina this 16th day of June, 2014; and

WHEREAS, the Board desires to provide for the holding of a public hearing thereon on July 21, 2014 and the submission of a statement of debt in connection therewith as required by The Local Government Bond Act.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF HARNETT, NORTH CAROLINA that the public hearing on said bond order shall be held on the 21st day of July, 2014 at 7:00 p.m. at the County Commissioners’ Meeting Room, Harnett County Administration Building, 102 East Front Street, Lillington, North Carolina.
BE IT FURTHER RESOLVED that the Clerk to the Board is hereby directed to cause a copy of said bond order to be published with a notice of such hearing in the form prescribed by law in the Dunn Daily Record on or before the 11th day of July, 2014.

BE IT FURTHER RESOLVED that the Finance Officer is hereby directed to file prior to publication of the bond order with the notice of such public hearing, a statement setting forth the debt incurred or to be incurred, the net debt of the County, the assessed value of property subject to taxation by the County and the percentage that net debt of the County bears to the assessed value of property subject to taxation.

BE IT FURTHER RESOLVED that this Resolution shall become effective on the date of its adoption.

Upon motion of Commissioner Springle, seconded by Vice Chairman House, the foregoing resolution entitled: "RESOLUTION OF THE COUNTY OF HARNETT, NORTH CAROLINA REGARDING A BOND ORDER AUTHORIZING THE ISSUANCE OF $100,000,000 GENERAL OBLIGATION SCHOOL BONDS, SETTING A PUBLIC HEARING THEREON AND DIRECTING PUBLICATION OF A NOTICE OF SAID PUBLIC HEARING" was adopted by the following vote:

AYES: 5

NAYS: 0

PASSED, ADOPTED AND APPROVED this 16th day of June, 2014.
STATE OF NORTH CAROLINA

COUNTY OF HARNETT

I, Margaret Regina Wheeler, Clerk to the Board of Commissioners of the County of Harnett, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a Resolution entitled, "RESOLUTION OF THE COUNTY OF HARNETT, NORTH CAROLINA REGARDING A BOND ORDER AUTHORIZING THE ISSUANCE OF $100,000,000 GENERAL OBLIGATION SCHOOL BONDS, SETTING A PUBLIC HEARING THEREON AND DIRECTING PUBLICATION OF A NOTICE OF SAID PUBLIC HEARING" adopted by the Board of Commissioners of the County of Harnett, North Carolina, in regular session convened on the 16th day of June, 2014.

WITNESS my hand and the corporate seal of the County of Harnett, North Carolina, this the 16th day of July, 2014.

Margaret Regina Wheeler
Clerk to the Board of Commissioners
RESOLUTION AUTHORIZING BARRY A BLEVINS, DIRECTOR OF GENERAL SERVICES, TO SIGN COMMUNITY DEVELOPMENT BLOCK GRANT DOCUMENTS

Be it Resolved by the Board of Commissioners of the County of Harnett, North Carolina, that:

WHEREAS, the County is participating in the 2011 Community Development Block Grant Program under the Housing and Community Development Act of 1974, as amended, administered by the North Carolina Department of Commerce;

WHEREAS, the following documents are required under this program;

- Fair Housing Plan
- Equal Employment and Procurement Plan
- Local Economic Benefit for Low and Very Low Income Persons Plan
- Section 504
- Citizens Participation Plan
- Residential Anti-Displacement and Relocation Assistance Plan
- Optional Coverage Relocation Plan
- Code of Conduct/Hatch Act Policy/Section 519
- Acquisition Guidelines
- Disposition Guidelines
- Relocation Guidelines
- Clearance Guidelines
- Rehabilitation Guidelines
- Rehabilitation/Reconstruction Guidelines
- Hook Up Guidelines
- Public Facility Guidelines
- Complaint Procedures
- Contracts Officer Designation
- Labor Standards Officer Designation
- Verification Officer Designation
- Just Compensation Officer Designation
- Financial Management Procedure

THAT, Barry A. Blevins, Director of General Services, is hereby authorized to execute any and all non-contract related documents as listed above.

Adopted this 16th day of June, 2014

Joe Miller, Chairman

ATTEST:

Margaret Regina Wheeler, Clerk to the Board
ATTACHMENT 4
HARNETT COUNTY
NORTH CAROLINA

RESOLUTION

THAT WHEREAS, The property listed below has a value less than $30,000; and

WHEREAS, G.S. 160A-266 and G.S. 160A-270 (b) permits the sale of personal property
by private sale upon authorization by the Board of Commissioners at a regular meeting and notice
to the public;

NOW, THEREFORE, BE IT RESOLVED BY THE HARNETT COUNTY BOARD OF
COMMISSIONERS THAT:

A. The following described property be and it is hereby declared surplus property; and

B. Kimberly A Honeycutt, Finance Officer, be and is hereby authorized to sell the following
described property by private sale

2003 E-450 Ford Ambulance Chassis Serial # 1FDXE45F83HA46147

Duly adopted this 16th day of June, 2014.

HARNETT COUNTY BOARD OF COMMISSIONERS

Joe Miller, Chairman

ATTEST:

Margaret Regina Wheeler, Clerk to the Board

Harnett County Board of Commissioners
The Harnett County Board of Commissioners reconvened in special session on Thursday, June 12, 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, Harnett County Manager
Joseph Jeffries, Deputy County Manager
Dwight Snow, County Attorney
Jennifer Slusser, Staff Attorney
Kimberly Honeycutt, Finance Officer
Allen Coats, Deputy Finance Officer
Margaret Regina Wheeler, Clerk to the Board

Commissioner Hill moved that the board reconvene at 8:05 am. Commissioner Springle seconded the motion which passed unanimously.

Mrs. Honeycutt distributed Budget Preparation Work Sheets for Fiscal Year 2015 Budget Summary - Fund 110 General Fund Revenue. Mrs. Honeycutt reviewed the information with commissioners and gave an overview of local funding required for some programs. Mr. Jeffries reported that most of the Department of Social Services programs are funded by state and federal dollars with the county’s match ranging from 50% to 12%. Commissioner Springle asked if the county is required to provide all of the programs currently be provided by Social Services.

Commissioner Burgin asked fellow commissioners if an agreement had already been made regarding a tax increase which each said they had not. Discussions continued between Vice Chairman House and Commissioner Burgin.

Staff continued to respond to budget inquiries. The group discussed the Employee Health Clinic. Mrs. Honeycutt explained the proposed budgeting for the clinic which is set up as an Internal Service Fund. Health Director John Rouse confirmed it would be cheaper to not bill the employees insurance for the allowable amount given the county’s new self-insured plan.
Staff estimated the total cost of county employee benefits, including the clinic and retirement, is $17,000 per employee.

The group discussed previous projections provided by Davenport & Company, LLC. Mr. Burns noted Davenport is currently working on an insert regarding the proposed bond referendum. Commissioner Burgin said he fears if a tax increase is passed then there will be no incentive for Harnett County Schools to look at other options including year-round schedules and renovations.

Staff proposed $1.6 million in additional adjustments to the proposed budget which included redirecting $600,000 from the sale of land, increased wellness grant amount, increased salary expenses, increased transportation fees as well as appropriating an addition $1 million from fund balance which would result in a 3.5 cents property tax increase. Mr. Burns noted this would reduce the capital outlay allocation to Harnett County School to $3.5 million.

Mr. Burns then offered other possible reductions that would reduce the proposed tax increase an additional penny. Staff reported one penny on the current tax base would equal $774,000.

Commissioners Burgin and Springle questioned the need for a tax increase given the current year’s budget projects revenues of $110 Million over expenses of $108 Million. Staff noted current revenues over expenses would roll forward into the county’s fund balance. Mrs. Honeycutt responded that some of the increase is needed to continue to build the county’s fund balance.

During discussions regarding the cost of the new VIPER system, Emergency Management Director Gary Pope responded that the County was no longer eligible to apply for the grant to offset VIPER equipment costs when they took advantage of the $1 million savings to purchase the VIPER equipment at the end of 2013.

Commissioner Burgin requested the total number of full-time and part-time county employees as well as the total number of county vehicles. Commissioner Burgin listed tax rates paid by citizens living within each municipality. Commissioners continued debate among themselves.

Chairman Miller asked what the 2.5 cents property tax increase this year would mean for next year’s budget. Chairraan Miller said they need to raise fees, bring more revenue in and consider a moratorium on new homes being built. Mr. Pope said his office could charge for fire inspections, CPR training and other services currently being offered for free. Mr. Jeffries stressed the need to give departments the ability to do their jobs at a high level as well as the need to support measures and fees that are put in place; to stay the course despite complaints. Mr. Jeffries also told commissioners that the cuts are impacting employee morale.
Commissioner Burgin discussed the need to incorporate the western Harnett area. He said a .44 cent tax district in western Harnett would solve a lot of problems. He reminded the group that the Sheriff has reported numerous times that a majority of his calls are in Western Harnett. Commissioner Springle agrees that we need to raise fees to offset costs and said we can’t keep raising taxes. Commissioner Springle said he does not want any tax increase but understands what Mrs. Honeycutt said about where we need to be.

Commissioner Burgin said he is all for reinstating 401K and dental benefits for employees but believes they need to adjust benefits for new hires. Commissioner Burgin said he would not vote to increase property taxes. He also discussed the tax revaluation scheduled for 2017.

Vice Chairman House said the county cannot continue digging in to their fund balance. He said we haven’t looked after school or employees and can’t sustain what we are doing in the County. Vice Chairman House said he did not have any problems with the original budget proposal that included a 5.5 cent property tax increase.

Commissioner Hill asked about the $2 million still owed in taxes and why we can’t collect it. Commissioner Hill said she supports raising property taxes but said if we are going to increase taxes she wishes the entire board would approve the increase.

Chairman Miller said he agrees with Commissioner House on what staff has worked on as well as agreeing with Commissioner Burgin that they need to look at incorporating the western part of the county. Chairman Miller said we need to look at increasing fees and other ways to bring revenue in to be able to keep the county running. Chairman Miller said he has no problem with a 2.5 cent tax increase which the staff said would only be sustaining.

Mr. Burns noted that the fee schedule can be adjusted throughout the year but the tax rate must be set by July 1st. Mr. Burns reiterated that a budget is a forecast document. He said he would like to reinstate some benefits for employees. The group discussed employees leaving the county for better pay and benefits and the fact that rural areas are sometimes training grounds for employees.

It was the consensus of the Board that the County Manager prepare and provide a proposed budget including a 2.5 cent property tax increase for public comment.

Commissioner Burgin moved to adjourn the meeting at 9:58 am. Commissioner Springle seconded the motion which passed unanimously.

Joe Miller, Chairman

Margaret Regina Wheeler, Clerk

June 12, 2014, Budget Special Session Minutes
Harnett County Board of Commissioners
Page 3 of 3
The Harnett County Board of Commissioners met in special session on Tuesday, June 10, 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, Harnett County Manager  
Joseph Jeffries, Deputy County Manager  
Dwight Snow, County Attorney  
Jennifer Slusser, Staff Attorney  
Kimberly Honeycutt, Finance Officer  
Allen Coats, Deputy Finance Officer  
Margaret Regina Wheeler, Clerk to the Board  

The following meeting agenda was provided:

1) Discussion regarding Proposed Firearms & Explosives Discharge Ordinance  
2) Discussion regarding Proposed Travel Policy  
3) Budget Discussion  
4) Working lunch  
5) County Manager’s Report:  
   - Regular Meeting Agenda Review  
   - Upcoming Schedule of Meetings

Chairman Miller called the meeting to order at 9:00 am. Commissioner Burgin led the invocation.

Mark Locklear and Randy Baker, Harnett County Planning Services, reviewed Draft #5 of the proposed Firearms & Explosives Discharge Ordinance. Mr. Locklear said staff has researched...
the issue as well as looking around to see what other counties have done. Sheriff Rollins said he is okay with Draft #5 of the proposed Firearms & Explosives Discharge Ordinance with the exception of requiring it unlawful to discharge of a firearm within 200 feet, instead of 300 feet, of any public or private road, utility or access easement or permanent building not under the ownership of controlled by the person responsible for the discharge of the firearm. Staff will clarify within the ordinance that hunting is exempt from this discharge ordinance as hunting is covered under NC Wildlife regulations. The group continued to discuss the proposed ordinance.

Sheriff Rollins reported that he had received feedback from the District Attorney who recommended that they leave the civil penalty within the ordinance. Mr. Snow sought clarification regarding Section 14. Violations and Penalty, maximum fine up to $500. Mrs. Slusser asked if they wanted to include the “civil penalties” as it puts the enforcement back to the County. Mr. Locklear said this is a police-power ordinance with the enforcement limited to the Sheriff’s Office only. Staff will bring the proposed Firearms & Explosives Discharge Ordinance back before the Board in August. Staff responded regarding the use of “bullet traps”.

Mrs. Honeycutt highlighted proposed changes to the County’s Travel Policy. It was the consensus of the Board to put the revised travel policy forward for approval at the upcoming regular Board meeting.

Mr. Burns recognized Central Carolina Community College (CCCC) President Dr. Bud Marchant, Chairman Julian Philpott and Harnett County Provost Bill Tyson. CCCC representatives shared preliminary plans to add a CCCC campus at the Harnett Training Center in Dunn. Mr. Tyson distributed drawings of the Harnett Training Center facility in Dunn. Dr. Marchant said they’ve been looking for a long time to expand operations in Dunn which is an underserved area of the county. Commissioner Burgin reported that Dunn Mayor Oscar Harris stated this could be done at no expense to the County. Dr. Marchant said CCCC should take possession of the space next summer and would have a lease agreement with the non-profit Harnett Training Center LLC. He noted a second agreement would be needed between the County of Harnett and the City and Dunn. Commissioner Burgin also noted the Dunn PAL program would be located at the facility.

As Budget discussions began, Mr. Burns said he hoped to negotiate through the proposed balanced budget, including a 5 ½ cent tax increase, which was previously provided to commissioners. Mrs. Honeycutt explained how she calculated projected revenues. Staff continued to field questions regarding projected revenues. Mrs. Honeycutt estimated the revenues for 2013/2014 would total approximately $110,900,000.
Mr. Burns responded that the State Auditor had advised the County against using enterprise funds to balance their budget. However, Mr. Burns did note $400,000 is transferred annually from the Public Utilities Enterprise Fund to the County’s General Fund to cover indirect costs.

The group discussed expenditures. Commissioner Burgin said it looked like all departments had increased by significant percentages. Mrs. Honeycutt noted the 30% increase in the cost of employee insurance. Mrs. Honeycutt estimated total expenditures for 2013/2014 would total approximately $108,500,000.

Commissioner Burgin said he couldn’t see how we need a 5.5 cent tax increase. Mr. Burns said the budget is a forecast document and their main concern is keeping the fund balance healthy. Mr. Burns said they are thinking ahead for future projects and trying to improve the County’s standing. Mrs. Honeycutt said additional expenses to consider for the upcoming fiscal year include the cost of insurance, some revenue funds are down, retiree expenses, Brightwater building payment increase, county absorbing employee benefit costs and workers comp. Commissioners Burgin and Springle said the 2013 Davenport & Company, LLC report did not show a tax increase for this year. The group continued to discuss Davenport’s recommendations.

Budget discussion continued. Commissioners Burgin, Springle and Miller asked where additional cuts could be made. Commissioner Hill asked what efforts are being put forth to collect the $2.6 million in taxes owed. Mr. Burns said the 5.5 cent increase is needed to keep the current level provision and plan for future debt. The group discussed the cost of salary and benefits per county employee. Commissioner Springle asked about dollars we have control over; department revenues verse local cost for state and federal programs. Discussions continued regarding services provided at local expense. It was noted that Social Services occasionally pay for cremations of unclaimed bodies in the county.

Mr. Burns assured the Board that staff continues to look at ways to save money. He said the County could save significantly by eliminating their landscaping contract and could save approximately $18,000 by contracting out custodian services. He said they were also continuing to study how they can save money at the courthouse. The group discussed benefits offered to both employees and retirees and the potential to adjust benefits offered moving forward. Commissioner Springle asked that they look at what the state averages are and maybe consider employees paying a portion of benefits as some point. Commissioner Burgin said people need to know they are getting rich benefits and rich pay. Mrs. Honeycutt said she hates the cost of insurance increased she feels like we can control that cost by becoming self-insured.
Commissioner Springle said people seem very pleased with the things that Nick Dula is doing and the contacts he has made. Commissioner Springle thinks the county is wide-open with what it can do and the future is bright.

Commissioners agreed to continue budget discussions at 8:00 am on Thursday, June 12, 2014. Staff will make adjustments and provide additional information to commissioners. The Board directed, by consensus, the Clerk to notice a public hearing on the proposed 2014/2015 budget for June 23, 2014 at 7:00 pm.

The group broke shortly for lunch. Staff provided commissioners with copies of 1) June 2014 Sales Tax Analysis by Article; 2) April 2014 Harnett County Financial Summary Report; and 3) May 2014 Harnett County Financial Summary Report.

Mrs. Slusser reported that the Workforce Development Board has asked Harnett County to apply to run the Sampson County program. Mrs. Slusser said typically the Board approves application for grant prior to apply however staff must submit the document today. It was the consensus of the Board to apply with the understanding that the Board would vote to accept or reject if awarded.

Mr. Burns reviewed the June 16, 2014 Regular Meeting agenda. Mr. Burns noted there had been some discussion regarding the cancellation of the July 1st special session. Mr. Burns also reported that the Board of Education had requested a letter of support for application of an i3 Scale-Up Grant to help with expansion of their early college model. The grant would require a 5% match and payments could be made over a five year period. It was the consensus of the Board to allow Mr. Burns to provide a letter of support for the Board of Education’s application but the Board of Commissioners must first agree to accept the grant if awarded.

At 12:24 pm Commissioner Burgin moved to recess the meeting to reconvene at 8:00 am on Thursday, June 12, 2014. Commissioner Hill seconded the motion which passed unanimously.

Joe Miller, Chairman
Margaret Regina Wheeler, Clerk

June 10, 2014, Special Session Minutes
Harnett County Board of Commissioners
Page 4 of 4
BUDGET ORDINANCE AMENDMENT

IT IS 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, 2019

Section 1. To amend the Public Utilities, Erwin WW Improvements PU0604, the appropriations are to be changed as follows:

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Explanation: To Budget the closing of the Erwin WW Improvement Project.

APPROVALS:

Department Head (date) 6/25/14
Finance Officer (date) 6/30/14
County Manager (date) 6/30/14

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

Margaret Regina Wheeler, Clerk to the Board
Joe Miller, Chairman
Harnett County Board of Comm
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, 2015:

Section 1. To amend the Planning Services Departments, the appropriations are to be changed as follows:

<table>
<thead>
<tr>
<th>EXPENDITURE CODE NUMBER</th>
<th>DESCRIPTION OF CODE</th>
<th>AMOUNT INCREASE</th>
<th>AMOUNT DECREASE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>NC Wildlife Resource Commission-Grant to update Harnett County Land Use Plan</td>
<td>10,000.00</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>REVENUE CODE NUMBER</th>
<th>DESCRIPTION OF CODE</th>
<th>AMOUNT INCREASE</th>
<th>AMOUNT DECREASE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>NC Wildlife Resource Commission-for Grant to update the Harnett County Land Use Plan</td>
<td>10,000.00</td>
<td></td>
</tr>
</tbody>
</table>

EXPLANATION Grant from the NC Wildlife Resource Commission to help fund the update to the Harnett County Land Use Plan.

APPROVALS:

Department Head (date) 6-30-14
Finance Officer (date) 7-11-14
County Manager (date) 7-11-14

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

Joe Miller, Chairman
Harnett County Board of Commissioners
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, 2015:

Section 1. To amend the Library Department, the appropriations are to be changed as follows:

<table>
<thead>
<tr>
<th>EXPENDITURE CODE NUMBER</th>
<th>DESCRIPTION OF CODE</th>
<th>AMOUNT INCREASE</th>
<th>AMOUNT DECREASE</th>
</tr>
</thead>
<tbody>
<tr>
<td>110-8100-450.33-45</td>
<td>Contracted Services</td>
<td>59753</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>REVENUE CODE NUMBER</th>
<th>DESCRIPTION OF CODE</th>
<th>AMOUNT INCREASE</th>
<th>AMOUNT DECREASE</th>
</tr>
</thead>
<tbody>
<tr>
<td>110-0000-331.81-02</td>
<td>LIBRARY /LSTA GRANT</td>
<td>59753</td>
<td></td>
</tr>
</tbody>
</table>

EXPLANATION: To budget grant funds for the migration of ILS system to NC Cardinal.

APPROVALS:

Department Head (date) 6/17/14
Finance Officer (date) 7/24/14
County Manager (date) 7/2/14

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

Joe Miller, Chairman
Harnett County Board of Commissioners
<table>
<thead>
<tr>
<th>No.</th>
<th>Name of Tax Payer</th>
<th>Bill #</th>
<th>Tax, Interest and Penalties</th>
<th>Total Refunded</th>
<th>Request Status</th>
<th>Reason</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>ANITCHE, VINCENT UGOCHUKWU</td>
<td>0002057723- 2013- 2013- 000000</td>
<td>City 0.00</td>
<td>98.92</td>
<td>Refund</td>
<td>Military Exemption</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>County 98.92</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>SILLETT, JONATHAN P</td>
<td>0001262025- 2c11- 2011- 000000</td>
<td>City 0.00</td>
<td>145.38</td>
<td>Refund</td>
<td>Value Decrease</td>
</tr>
<tr>
<td></td>
<td>SILLETT, JEANNETTE</td>
<td></td>
<td>County 145.38</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>MARIE</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>SILLETT, JONATHAN P</td>
<td>0001262025- 2012- 2012- 000000</td>
<td>City 0.00</td>
<td>145.38</td>
<td>Refund</td>
<td>Value Decrease</td>
</tr>
<tr>
<td></td>
<td>SILLETT, JEANNETTE</td>
<td></td>
<td>County 145.38</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>MARIE</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>SILLETT, JONATHAN P</td>
<td>0001262025- 2013- 2013- 000000</td>
<td>City 0.00</td>
<td>147.19</td>
<td>Refund</td>
<td>Value Decrease</td>
</tr>
<tr>
<td></td>
<td>SILLETT, JEANNETTE</td>
<td></td>
<td>County 147.19</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>MARIE</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

S. KEITH FAULKNER
Revenue Administrator

CC:
S. KEITH FAULKNER
State of North Carolina
County of Harnett

To the Tax Administrator of the County of Harnett:

You are hereby authorized, empowered, and commanded to collect the taxes set forth in the tax records filed in the office of Harnett County and in the tax receipts herewith delivered to you, in the amounts and from the taxpayers likewise therein set forth. Such taxes are hereby declared to be a first lien upon all real property of the respective taxpayers in the County of Harnett, and this order shall be a full and sufficient authority to direct, require and enable you to levy on and sell any real or personal property of such taxpayers, for and on account thereof, in accordance with law.

Witness my hand and official seal, this 7th day of July, 2014.

Joe Miller, Chairman
Harnett County Board of Commissioners

Attest:

Margaret Regina Wheeler, Clerk
TO: HARNETT COUNTY BOARD OF COMMISSIONERS

SUBJECT: Amend Harnett County Water and Sewer Ordinance

REQUESTED BY: Jennifer Slusser, Senior County Staff Attorney

REQUEST:
Amend Harnett County Water and Sewer Ordinance ("An Ordinance Regulating the Use of Water and Sewer Facilities Operated by the Harnett County Department of Public Utilities Fixing Rents, Rates, Fees and Other Charges and Providing for Collection of the Same") with an effective date of July 1, 2014 to incorporate the fee schedule for Harnett County Public Utilities previously adopted per the fiscal year 2014-2015 budget ordinance on June 23, 2014. A copy of the Harnett County Public Utilities approved fee schedule is attached for your ready reference.

COUNTY MANAGER'S RECOMMENDATION:
## HARNETT COUNTY
### PUBLIC UTILITIES
#### FEE SCHEDULE

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>All Water Districts</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Flat Rate Water, Residential 1st 2,000 gallons</td>
<td>18.50</td>
<td>18.50</td>
<td>18.50</td>
<td>18.50</td>
</tr>
<tr>
<td>Per Thousand Water, Residential</td>
<td>4.75</td>
<td>4.75</td>
<td>4.75</td>
<td>4.75</td>
</tr>
<tr>
<td>Flat Rate Water, Commercial, 1st 2,000 gallons (flat)</td>
<td>23.00</td>
<td>23.00</td>
<td>23.00</td>
<td>23.00</td>
</tr>
<tr>
<td>Per Thousand Water, Commercial (per 1,000 over 2,000)</td>
<td>$4.75/$1,000</td>
<td>$4.75/$1,000</td>
<td>$4.75/$1,000</td>
<td>$4.75/$1,000</td>
</tr>
<tr>
<td>Bulk Rate (per 1,000)</td>
<td>$2.15/$1,000</td>
<td>$2.15/$1,000</td>
<td>$2.25/$1,000</td>
<td>$2.25/$1,000</td>
</tr>
<tr>
<td>Institutional Rate</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Commercial, per month (50,000 gallon minimum/month)</td>
<td>$18.50 + $4.00</td>
<td>$18.50 + $4.00</td>
<td>$18.50 + $4.00</td>
<td>$18.50 + $4.00</td>
</tr>
<tr>
<td>Energy Charges per 1,000 Water (Out of County Municipal Customers only)</td>
<td>$0.20/$1,000</td>
<td>$0.20/$1,000</td>
<td>$0.25/$1,000</td>
<td>$0.25/$1,000</td>
</tr>
<tr>
<td>All Sewer Districts</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Flat Rate Sewer, Residential, no gallons</td>
<td>15.00</td>
<td>15.00</td>
<td>15.00</td>
<td>15.00</td>
</tr>
<tr>
<td>Per Thousand Sewer, Residential</td>
<td>$4.75/$1,000</td>
<td>$4.75/$1,000</td>
<td>$4.75/$1,000</td>
<td>$4.75/$1,000</td>
</tr>
<tr>
<td>Flat Sewer, One person household</td>
<td>32.00</td>
<td>32.00</td>
<td>32.00</td>
<td>32.00</td>
</tr>
<tr>
<td>Flat Sewer, Two + person household</td>
<td>37.00</td>
<td>37.00</td>
<td>37.00</td>
<td>37.00</td>
</tr>
<tr>
<td>Flat Rate Sewer, Commercial, no gallons</td>
<td>34.00</td>
<td>34.00</td>
<td>34.00</td>
<td>34.00</td>
</tr>
<tr>
<td>Per Thousand Sewer, Commercial</td>
<td>$4.75/$1,000</td>
<td>$4.75/$1,000</td>
<td>$4.75/$1,000</td>
<td>$4.75/$1,000</td>
</tr>
<tr>
<td>Institutional Rate, Minimum</td>
<td>210.00</td>
<td>210.00</td>
<td>210.00</td>
<td>210.00</td>
</tr>
<tr>
<td>Per Thousand Sewer, Institutional</td>
<td>$4.75/$1,000</td>
<td>$4.75/$1,000</td>
<td>$4.75/$1,000</td>
<td>$4.75/$1,000</td>
</tr>
<tr>
<td>Sewer Bulk Rate (per 1,000)</td>
<td>$1.75/$1,000</td>
<td>$1.75/$1,000</td>
<td>$1.75/$1,000</td>
<td>$1.75/$1,000</td>
</tr>
<tr>
<td>Water Tap On Fee, 3/4&quot; Service (includes Capacity Use Fee)</td>
<td>$800.00</td>
<td>$800.00</td>
<td>$800.00</td>
<td>$800.00</td>
</tr>
</tbody>
</table>
# Harnett County
## Public Utilities
### Fee Schedule

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Water Tap On Fee, 1&quot; Service (includes Capacity Use Fee)</td>
<td>$1,150.00</td>
<td>$1,150.00</td>
<td>$1,150.00</td>
<td>$1,150.00</td>
</tr>
<tr>
<td>(total $2,050)</td>
<td></td>
<td>(total $2,050)</td>
<td>(total $2,050)</td>
<td>(total $2,050)</td>
</tr>
<tr>
<td>Water Tap On Fee, 1 1/2&quot; Service (includes Capacity Use Fee)</td>
<td>$1,650.00</td>
<td>$1,650.00</td>
<td>$1,650.00</td>
<td>$1,650.00</td>
</tr>
<tr>
<td>(total $2,550)</td>
<td></td>
<td>(total $2,550)</td>
<td>(total $2,550)</td>
<td>(total $2,550)</td>
</tr>
<tr>
<td>Water Tap On Fee, 2&quot; Service (includes Capacity Use Fee)</td>
<td>$2,500.00</td>
<td>$2,500.00</td>
<td>$2,500.00</td>
<td>$2,500.00</td>
</tr>
<tr>
<td>(total $3,400)</td>
<td></td>
<td>(total $3,400)</td>
<td>(total $3,400)</td>
<td>(total $3,400)</td>
</tr>
<tr>
<td>Meter Fees 3/4&quot;</td>
<td>70.00</td>
<td>70.00</td>
<td>70.00</td>
<td>70.00</td>
</tr>
<tr>
<td>Sprinkler Tap</td>
<td>300.00</td>
<td>300.00</td>
<td>300.00</td>
<td>300.00</td>
</tr>
<tr>
<td>Water Tap, New District - Construction</td>
<td>200.00</td>
<td>200.00</td>
<td>200.00</td>
<td>200.00</td>
</tr>
<tr>
<td>Water Capacity Use Fee, per lot</td>
<td>900.00</td>
<td>900.00</td>
<td>900.00</td>
<td>900.00</td>
</tr>
<tr>
<td>Water Capacity Fees - Commercial</td>
<td>Based on Capacity Use/Residential equivalent; see Director</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Late or delinquent fee</td>
<td>10.00</td>
<td>10.00</td>
<td>10.00</td>
<td>10.00</td>
</tr>
</tbody>
</table>

## All Sewer Districts

<table>
<thead>
<tr>
<th>Sewer Tap on Fee, Residential, All Districts (does not include Sewer Capacity Use Fee)</th>
<th>2012 - 2013</th>
<th>2013 - 2014</th>
<th>2014 - 2015 REQUESTED</th>
<th>2014 - 2015 APPROVED</th>
</tr>
</thead>
<tbody>
<tr>
<td>(total $1,950)</td>
<td></td>
<td>(total $1,950)</td>
<td>(total $1,950)</td>
<td>(total $1,950)</td>
</tr>
<tr>
<td>Sewer Capacity Use Reserve Fee, All districts</td>
<td>1,000.00</td>
<td>1,000.00</td>
<td>1,000.00</td>
<td>1,000.00</td>
</tr>
<tr>
<td>Sewer Tap, Gravity Tank, Bunnlevel</td>
<td>$2,200</td>
<td>$2,200</td>
<td>$2,200</td>
<td>$2,200</td>
</tr>
<tr>
<td>(total $3,200)</td>
<td></td>
<td>(total $3,200)</td>
<td>(total $3,200)</td>
<td>(total $3,200)</td>
</tr>
<tr>
<td>Sewer Tap, Step Tank, Riverside</td>
<td>$2,500</td>
<td>$2,500</td>
<td>$2,500</td>
<td>$2,500</td>
</tr>
<tr>
<td>(total $3,500)</td>
<td></td>
<td>(total $3,500)</td>
<td>(total $3,500)</td>
<td>(total $3,500)</td>
</tr>
</tbody>
</table>

Sewer Tap Fees: All Residential

| Bunnlevel                                                             | 1,950.00 | 1,950.00 | 1,950.00 | 1,950.00 |
| Riverside                                                             | 3,200.00 | 3,200.00 | 3,200.00 | 3,200.00 |
| Riverside                                                             | 3,500.00 | 3,500.00 | 3,500.00 | 3,500.00 |
# Harnett County Public Utilities Fee Schedule

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial</td>
<td></td>
<td></td>
<td>See Director</td>
<td></td>
</tr>
<tr>
<td>Septage Hauler Fees, Basic Facilities Charge</td>
<td>n/a</td>
<td>n/a</td>
<td>$10 per truckload</td>
<td>$10 per truckload</td>
</tr>
<tr>
<td>Septage Hauler Fees, Usage Charge</td>
<td>$30.00/$1,000</td>
<td>$30.00/$1,000</td>
<td>$32.00/$1,000</td>
<td>$32.00/$1,000</td>
</tr>
<tr>
<td>Deposits, Owner, Water</td>
<td>25.00</td>
<td>25.00</td>
<td>25.00</td>
<td>25.00</td>
</tr>
<tr>
<td>Deposits, Owner, Water (if credit is denied due to unpaid utilities)</td>
<td>50.00</td>
<td>50.00</td>
<td>50.00</td>
<td>50.00</td>
</tr>
<tr>
<td>Deposits, Owner, Sewer</td>
<td>25.00</td>
<td>25.00</td>
<td>25.00</td>
<td>25.00</td>
</tr>
<tr>
<td>Deposits, Owner, Sewer (if credit is denied due to unpaid utilities)</td>
<td>50.00</td>
<td>50.00</td>
<td>50.00</td>
<td>50.00</td>
</tr>
<tr>
<td>Deposits, Rental, Water</td>
<td>50.00</td>
<td>50.00</td>
<td>50.00</td>
<td>50.00</td>
</tr>
<tr>
<td>Deposits, Rental, Water (if credit is denied due to unpaid utilities)</td>
<td>100.00</td>
<td>100.00</td>
<td>100.00</td>
<td>100.00</td>
</tr>
<tr>
<td>Deposits, Rental, Sewer</td>
<td>50.00</td>
<td>50.00</td>
<td>50.00</td>
<td>50.00</td>
</tr>
<tr>
<td>Deposits, Rental, Sewer (if credit is denied due to unpaid utilities)</td>
<td>100.00</td>
<td>100.00</td>
<td>100.00</td>
<td>100.00</td>
</tr>
<tr>
<td>Setup Fees</td>
<td>15.00</td>
<td>15.00</td>
<td>15.00</td>
<td>15.00</td>
</tr>
<tr>
<td>After Hours Call Out</td>
<td>45.00</td>
<td>45.00</td>
<td>45.00</td>
<td>45.00</td>
</tr>
<tr>
<td>Transfer Fee</td>
<td>15.00</td>
<td>15.00</td>
<td>15.00</td>
<td>15.00</td>
</tr>
<tr>
<td>Water Samples</td>
<td>$30 &amp; up</td>
<td>$30 &amp; up</td>
<td>$30 &amp; up</td>
<td>$30 &amp; up</td>
</tr>
<tr>
<td>Reconnect Fees</td>
<td>30.00</td>
<td>30.00</td>
<td>30.00</td>
<td>30.00</td>
</tr>
<tr>
<td>Damaged Fees - as allowed by the State</td>
<td>$100 &amp; up</td>
<td>$100 &amp; up</td>
<td>$100 &amp; up</td>
<td>$100 &amp; up</td>
</tr>
<tr>
<td>Meters: 3/4&quot;</td>
<td>70.00</td>
<td>70.00</td>
<td>70.00</td>
<td>70.00</td>
</tr>
<tr>
<td>1&quot;</td>
<td>195.00</td>
<td>195.00</td>
<td>195.00</td>
<td>195.00</td>
</tr>
<tr>
<td>1 1/2&quot;</td>
<td>400.00</td>
<td>400.00</td>
<td>400.00</td>
<td>400.00</td>
</tr>
<tr>
<td>2&quot;</td>
<td>2,050.00</td>
<td>2,050.00</td>
<td>2,050.00</td>
<td>2,050.00</td>
</tr>
</tbody>
</table>
TO: HARNETT COUNTY BOARD OF COMMISSIONERS

SUBJECT: Request Award of Banking Services

REQUESTED BY: Kimberly Honeycutt, Finance Officer

REQUEST: Request that the Board approve the award of the banking services proposal to PNC.

The County went out for bids for banking services and bids were received from:
- PNC
- BB&T
- First Citizens
- First Tennessee Bank

Based upon an analysis of the bids, it has been decided that the County's primary banking should remain with PNC but that the lockbox function for Public Utilities be awarded to First Tennessee Bank. I feel that the earnings credit and fees charged by PNC are comparable to the market and will continue the “best fit” for County needs. The lockbox function for Public Utilities will enable a "more direct" processing of lockbox payments (payments are currently mailed to Charlotte and then sent to Atlanta for processing) by allowing those payments to be sent directly to and processed in Charlotte.

Based upon procedure, and to maintain the confidentiality of proposals until awarded, a bid tab is not attached to this agenda request but will be provided to the Board for review.

FINANCE OFFICER’S RECOMMENDATION: Yes

COUNTY MANAGER’S RECOMMENDATION:
Board Meeting
Agenda Item

MEETING DATE: July 7, 2014

TO: HARNETT COUNTY BOARD OF COMMISSIONERS

SUBJECT: Request permission to submit grant application

REQUESTED BY: Tyrone L. Fisher, County Extension Director

REQUEST:
Harnett County Cooperative Extension requests permission to submit an application to PNC Grow Up Great in the amount of $125,000 Parenting Grassroots Efforts and funding for the Parents As Teachers Program.

COUNTY MANAGER'S RECOMMENDATION:
PNC Grow Up Great is a $350 million, multi-year, bilingual initiative that began in 2004 to help prepare children from birth to age 5 for success in school and life. To date, the program has served more than 2 million children.

- Founded by The PNC Financial Services Group, Inc., PNC Grow Up Great and PNC Crezca con Éxito form a comprehensive, bilingual program designed to help prepare children - particularly underserved children - for success in school and life. Through the program, PNC emphasizes the importance of the first five years of life, which research has shown is critical to long-term achievement, and provides innovative opportunities that assist families, educators and community partners to enhance children’s learning and development. An investment in pre-K students makes good economic sense and plants the seeds for the dynamic workforce of tomorrow.

AN INVESTMENT IN THE FUTURE
- Extensive research indicates that the return on investments in high-quality early education and school readiness initiatives are significant and long lasting - impacting our children, our society and the health of our economy for generations to come.
- Research also shows that children who participate in high-quality preschool programs are far more likely to experience greater educational achievements, strive toward higher vocational aspirations and contribute to society later in life.

EXPERT PARTNERS HELP GUIDE THE INITIATIVE
PNC Grow Up Great has partnered with some of the nation’s most highly respected early childhood experts and nonprofit organizations to help guide this initiative:

Advisory Council
- Maureen Barber-Carey, Ed.D., Barber National Institute
- W. Steven Barnett, Ph.D., National Institute for Early Education Research
- Barbara T. Bowman, Erikson Institute
- Jerlean E. Daniel, Ph.D., Early Childhood Consultant
- Sharon Darling, National Center for Families Learning
- Marcia Egbert, The George Gund Foundation
- Deforia Lane, Ph.D., University Hospitals of Cleveland, Seidman Cancer Center
- Michael L. López, Ph.D., Abt Associates
- Kristen McDonald, The Skillman Foundation
- Barbara A. Wasik, Ph.D., PNC Chair in Early Childhood Education, Temple University
- Barbara Weinstein, Ed.D., Family Central, Inc.

Ex-Officio Advisory Council Members
- Lewis Bernstein, Ph.D., Sesame Workshop
- William H. Isler, The Fred Rogers Company
- Christopher Marquis, Ph.D., Harvard Business School
- Yasmina S. Vinci, National Head Start Association

Sesame Workshop
Sesame Workshop is the nonprofit educational organization behind Sesame Street™ and so much more.

The Fred Rogers Company
The Fred Rogers Company, producer of Mister Rogers' Neighborhood, creates a wide range of multimedia materials dedicated to young children, their families and those who support them.

National Head Start Association (NHSA)
NHSA is a private, national association that supports Head Start programs. It offers a wide variety of services and provides a number of programs designed to directly enhance the operations of Head Start and Childhood Education communities and enrich the lives of Head Start students, parents, and staff.

- more -
A COMPREHENSIVE APPROACH

Grants
- Over $73 million in grants have been distributed to Head Start and other organizations that support early childhood education. Funding through PNC Grow Up Great has established innovative school readiness programs for preschoolers in math, science, the arts and financial education, including:
  - **Integrated Arts & Science Curriculum**: PNC has worked with non-profit organizations in four states to develop a collaborative model for at-risk preschool children which integrates science and the arts across the existing curriculum. With $5.2 million in funding, the individual programs provide teacher professional development, create hands-on children’s activities and offer families free visits to science and cultural centers.
  - **Financial Education Initiative**: Building on an initiative first launched in April 2011, PNC expanded its financial education program for young children to six Southeast markets. Including new funds, this approximately $13 million financial education program encourages children to learn basic financial concepts through activities that highlight the importance of saving, spending, and sharing, making choices and the value of people, things, and money. Sesame Workshop created a multimedia bilingual activity kit in support of the initiative.
  - **Kids and Cars**: PNC-funded programs in Detroit and Indianapolis showed young children how math and science concepts apply to auto racing. More than 200 pre-K kids from Detroit Public Schools attended events where they made their own race flags and learned about friction, gravity, safety and human power. Young children in Indianapolis learned about car shapes and designs and their effect on speed and aerodynamics.

Volunteerism
- PNC encourages employee involvement in PNC Grow Up Great through a progressive policy that permits up to 40 hours a year of paid time off for volunteerism.
- **Grants for Great Hours Program**: Employees who volunteer at least 40 hours within a twelve month period at a qualified nonprofit early education program earn a $1,000 grant that is donated to the preschool in the employee's name. Groups of employees may also volunteer as a team and apply for a grant of up to $3,000.
- In the last nine years, more than 39,000 PNC employees have volunteered and more than 400,000 volunteer hours have been logged at early childhood education centers. In addition, employees donated more than 610,000 items for use in classrooms or for the personal well-being of preschool children.

Advocacy
- PNC is leveraging its influence with the business community, policymakers and other key influencers to elevate discussions about the importance of access to quality early childhood education.
- Peter J. Danchak, regional president for PNC Bank, Northeast Pennsylvania, serves as co-chair of the Pennsylvania Early Learning Investment Commission. Comprised of business leaders from across the state, the commission seeks support for public investment in early learning.
- Through a partnership with The Pew Charitable Trusts and Committee for Economic Development (CED), PNC launched the first-ever summit of the nation’s top economists to explore the economic impact of investment in early education.

Awareness
- **PNC Grow Up Great** has an ongoing campaign to communicate the importance of school readiness. These efforts have garnered more than 5.7 billion media impressions since the program’s inception.
- PNC and Sesame Workshop created the multimedia educational kit, “Math Is Everywhere,” the most recent in the bilingual school readiness initiative, “Happy, Healthy, Ready for School.” It was followed by “For Me, for You, for Later: First Steps to Spending, Sharing and Saving™,” which was produced to introduce children to basic financial education concepts. Both kits provide helpful tips and fun activities for children and families to turn everyday moments into learning opportunities. Approximately 3 million kits have been distributed and are available at no cost at PNC Bank branches and available for download at pncgrowupgreat.com.

National Acclaim
- Community Reinvestment Award, Excellence in Cross-Sector Community Development Collaboration (2014)

FOR MORE INFORMATION
Contact Eva Blum, program director, at eva.blum@pnc.com, visit [http://www.pncgrowupgreat.com](http://www.pncgrowupgreat.com) and follow Grow Up Great on:

[pncgrowupgreat](http://www.pncgrowupgreat.com)
[@pncgrowupgreat](http://www.pncgrowupgreat.com)
[http://www.youtube.com/PNC](http://www.youtube.com/PNC)
Board Meeting
Agenda Item

MEETING DATE: July 7, 2014

TO: HARNETT COUNTY BOARD OF COMMISSIONERS

SUBJECT: Request permission to submit Grant Application

REQUESTED BY: Tyrone L. Fisher, County Extension Director

REQUEST:
Harnett County Cooperative Extension requests permission to submit an application to Duke Energy Foundation in the amount of 60,000 Parenting Grassroots Efforts.

FINANCE OFFICER’S RECOMMENDATION:

COUNTY MANAGER’S RECOMMENDATION:
Areas of Focus
Duke Energy Foundation Annual Grants

At Duke Energy, supporting the welfare of our communities is directly tied to our commitment to sustainability. We believe the decisions we make today will determine our company's long-term prospects. One of those decisions is to ensure our communities have the resources and support they need to thrive now and well into the future.

At the core of the Duke Energy Foundation is its commitment to the community with a focus in four areas.

Environment
- Programs that support conservation, training and research around environmental initiatives
- Initiatives that support the efficient use of energy, but that also do not create a conflict with the programs approved in the regulated jurisdictions (reducing cost of utility service)

Economic Development
- Initiatives that support the company's economic development strategies (may vary by region)
- Skills and workforce development

Education
- K-12 education focused on science, technology, engineering and math (STEM)
- Higher education focused on (STEM) and environment related programs.

Community Vitality
- Human services, arts, cultural and community safety
- Community leadership development

Community Programs (/community/programs.asp)
Educational Programs (/community/education.asp)

http://www.duke-energy.com/community/foundation/areas-of-focus.asp
Board Meeting
Agenda Item

MEETING DATE: July 7, 2014

TO: HARNETT COUNTY BOARD OF COMMISSIONERS

SUBJECT: Permission to Accept Grant Funds

REQUESTED BY: Tyrone L. Fisher, County Extension Director

REQUEST:

Harnett County Cooperative Extension requests permission to accept additional funds for the Race to the Top Grant from Child Care Networks, Inc. for the 2014-2015 fiscal year in the amount of $12,665.

FINANCE OFFICER’S RECOMMENDATION:

COUNTY MANAGER’S RECOMMENDATION:
Dear partners,

As you have heard, the Council gave our region even more RttT funds for 2014 than we had requested. For this reason a revised allocation plan is necessary. Please see below. I used the same methodology as before, just updated the activities each agency is responsible for and increased the per-workforce amount. If you have any concerns or questions, please let me know ASAP. Otherwise please begin working on your RttT budgets as Marie has requested. Remember that the amounts below that are listed by each activity are only an allocation methodology and are not required to be spent on that specific activity. All the funds of course must be spent on activities related to the RttT CCR&R Enhancement Scope of Work. I am attaching it for your reference.

Thank you for your patience. I am sorry that these things always seem to be last minute. But let’s be glad for the additional money coming to our region.

Erin

---

**2014 allocation for CCR&R Enhancement RttT project**

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<tr>
<th>Activity</th>
<th>Chatham</th>
<th>Harnett</th>
<th>Johnston</th>
<th>Lee</th>
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</table>

Align all trainings with ELDS; all TA/PD certified; support and promote all RttT attend CLASS observer training; provide Art of TA Course; participate in Chatham & Johnston: maintain certification; follow up with trainees; Chatham & Johnston: ensure training; Chatham, Harnett, Johnston, & Wayne offered 4x year in region; Participate in meetings, complete honors; Chatham, Harnett & Wayne: Attend 4x year in region; Harnett & Lee: continue to lead implementation.
We support safe, nurturing formal and informal child care for all our children by providing education, training and resources.
June 6, 2014

Ms. Erin Suwattana, Executive Director
Child Care Networks, Inc.
P.O. Box 1531
Pittsboro, NC 27312

Dear Ms. Suwattana,

Your two contracts for Race To The Top Early Learning Challenge (RtT ELC) have been increased for calendar year 2014 (CY14), as a result of recent revision approvals from NCDCDEL.

The revised budget amounts for CY14 are noted as follows:

8.3 High Quality Plan for Workforce – CCR&R Enhancement - $121,861.03

6.1 Technical Assistance (TA) to Support Temporary and 1- and 2- Star Programs - $32,650.00

Please complete the attached budget revision request for each contract no later than June 20, 2014. Upon approval of the budget revision requests, we will send you a contract amendment for each program.

Sincerely,

Anne Michels
Board Meeting
Agenda Item

MEETING DATE: July 7, 2014

TO: HARNETT COUNTY BOARD OF COMMISSIONERS

SUBJECT: North Carolina Wildlife Resources Commission Partners for Green Growth Grant

REQUESTED BY: Planning Services Dept (Mark Locklear)

REQUEST:
To accept the grant that was awarded to the Planning Department to help complete the environmental portion of our Land Use Plan.

The Planning Department has written a grant that will incorporate high value natural areas and habitat preservation into our upcoming comprehensive plan. These areas traditionally dovetail into floodplains, wetlands, watersheds, and other critical zones so these will be referenced within the plan.

The department was awarded this grant on 6-19-14, and attached is the agreement from NCWRC, the grant application, and other assorted materials.

COUNTY MANAGER'S RECOMMENDATION:
This Agreement is entered into between the North Carolina Wildlife Resources Commission, hereinafter designated "The Commission," and Harnett County, North Carolina hereinafter designated "Harnett County," to conduct project entitled, "Partners for Green Growth" as specifically described in Section IV.

TERMS AND CONDITIONS

The parties agree as follows:

I. The Commission agrees to pay Harnett County for the performance of work described in Section IV, in the total amount of $10,000 as outlined. Contingent upon satisfactory progress and compliance with all stipulations of this agreement, this amount will be payable in two installments according to the following schedule:

   Upon receipt and acceptance of interim deliverables and invoice by September 25, 2014
   Between $3,000 and no more than $6,500

   Upon receipt of final deliverables
   Remainder of the $10,000

   Total $10,000.00

NCWRC can also provide free technical assistance as needed to Harnett County during the project timeline.

II. Harnett County shall furnish its facilities, plan, supervise, and conduct the work, record the data, and report the results thereof in accordance with this agreement and the attached proposal.

III. Billing Contacts:

<table>
<thead>
<tr>
<th>NC Wildlife Resources Commission</th>
<th>Harnett County Planning Department</th>
</tr>
</thead>
<tbody>
<tr>
<td>Division of Wildlife Management</td>
<td></td>
</tr>
<tr>
<td>1722 Mail Service Center</td>
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<tr>
<td>Raleigh, NC 27699-1722</td>
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<tr>
<td>POC: Kacy Cook</td>
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<td>POC:</td>
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<tr>
<td>Phone:</td>
<td>Phone:</td>
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<tr>
<td>Email:</td>
<td>Email:</td>
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</table>
IV. Scope of Work:

Please reference Appendix 1 for complete project proposal details.

Harnett County will use NCWRC funds towards assisting in the development of a natural resources element for a Comprehensive Land Use Plan update with the intention to encourage steering development towards a higher density, mixed use model in appropriate sectors that focus on preserving key natural assets.

This effort seeks to build on work recently completed as part of the Fort Bragg Sustainable Growth Management Strategy (SGMS)\(^1\). By combining this effort with the Land Use Plan update there will be efficiencies realized.

NCWRC technical assistance will be utilized to conduct three meetings of the Natural Resource Subcommittee of the Harnett County Comprehensive Land Use Plan Advisory Committee. The goals are to assist in conducting analysis related to the current state of natural resources in the county and drafting an existing conditions report, updating the priority natural assets data used in the GIS based Fort Bragg Growth Model to reflect local priorities, and finally to develop strategies for inclusion in the land use plan itself. Priority wildlife habitats and natural resources will be integrated into the Community Viz program of the Fort Bragg Regional Growth Model for use in developing alternative scenarios for testing as part of the land use plan development process. Weights given to different natural resources will be developed based on facilitated exercises with the Natural Resources Subcommittee and members of the public.

Public meetings will be held to illicit input for the Land Use Plan. During some public meetings an innovative “light table” display will be set up so that attendees can use an interactive map to provide input on areas of the county where they feel key habitat needs to be conserved. It is also planned as a part of this process that a website or online tool on Harnett County’s unique natural resources is developed.

Sustainable Sandhills will provide training on land use planning as an educational tool to Harnett County Schools, conduct pre-survey with Youth Planning Corps members, and train the Youth Planning Corps in land use planning and conservation over a three month period. Youth Planning Corps members will survey their parents and neighbors on conservation and land use planning topics, and present their findings to the Harnett County Planning Board and/or the Harnett County Board of Commissioners. Success will be measured through the number of community residents directly engaged by the Youth Planning Corps members and the final report public opinion report submitted to the Harnett County Planning Board.

\(^1\) Fort Bragg Sustainable Growth Management Strategy
<table>
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<tr>
<th>Description</th>
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<tr>
<td>Equipment</td>
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<tr>
<td>Other</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Overhead/Indirect</td>
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<tr>
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<td><strong>10,000</strong></td>
<td><strong>32,500</strong></td>
</tr>
</tbody>
</table>

V. Deliverables:

By September 25, 2014:

1) Measurable progress towards completing any of the final project deliverables.
2) An interim-project status report, including interim-project non-federal in-kind match documentation and documentation of cost that needs to be reimbursed to the county by NCWRC.

By September 25, 2015:

4) Integration of wildlife and natural resources GIS data, including the Conservation Data for Green Growth into Harnett County’s online GIS webpage.
5) Three meetings of the Natural Resource Subcommittee of the Harnett County Comprehensive Land Use Plan Advisory Committee.
6) An analysis related to the current state of natural resources in the county and a draft of an existing conditions report, updating the priority natural assets data used in the GIS based Fort Bragg Growth Model to reflect local priorities.
7) Priority wildlife habitats and natural resources will be integrated into the Community Viz program of the Fort Bragg Regional Growth Model for use in developing alternative scenarios for testing as part of the land use plan development process.
8) Three public meetings to illicit input and feedback to the land use plan. These public meetings will include comprehensive information on wildlife and habitat conservation.
9) Sustainable Sandhills will provide training on land use planning as an educational tool to Harnett County Schools, conduct pre-survey with Youth Planning Corps members, and train the Youth Planning Corps in land use planning and conservation over a 3 month period. Youth Planning Corps members will survey their parents and neighbors on conservation and land use planning topics, and present their findings to the Harnett County Planning Board and/or the Harnett County Board of Commissioners.
10) Development of an online tool to educate the public on the importance of priority wildlife, habitats and natural resources in the county.
11) Draft policies and strategies for inclusion in the land use plan.
12) A draft Harnett County document relating future plan implementation and timeline, along with clearly defined roles and responsibilities.

13) A final report detailing tangible outcomes and future actions including final non-federal in-kind match documentation. Ideally this final report would include:
   a. A description of aspects of the proposed project that worked well and those that presented challenges including ideas as to why.
   b. A description of barriers and opportunities to implement wildlife conservation provisions in incentives and ordinances.

14) Presentation of the project to the appropriate local boards by September 22, 2015.

VI. Fiscal Administration:

   (a) The funds under this Agreement shall be expended to conduct work for the period of the date this contract is executed to September 25, 2015.

   (b) Allocation of Costs: The Total Project Cost is: $32,500. The Commission agrees to pay $10,000 and Harnett County will provide NON-FEDERAL matching funds of $22,500.

   (a) No overhead costs for this project may be charged to The Commission.

   (b) By September 25, 2014 between $3,000 and $6,500 will have been expended by Harnett County in costs to be reimbursed by NCWRC, for completion of actions outlined in the Scope of Work outlined above, including projects details in Appendix-1.

   (c) The execution and completion of this Agreement is dependent upon availability of funds. If such funds identified for the specific purpose of the Agreement do not become available, or if funding is terminated for any reason, this Agreement will become invalid.

VII. Situs: It is agreed between the parties of this Agreement that the place of this Agreement, its situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in Contract or tort, relating to validity, construction, interpretation and enforcement of this Agreement, shall be determined.

VIII. Equal Opportunity:

   (a) The non-discrimination clause contained in Section 202 (Federal) Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor, are incorporated herein.

   (b) The Contractor agrees not to discriminate against any employees or applicant for employment because of physical or mental handicap in regard to any position for
which the employees or applicant is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices.

NC WILDLIFE RESOURCES COMMISSION
Harnett County

Signature          Date

David T. Cobb, Chief
Division of Wildlife Management

Signature          Date
Tommy R. Burns, County Manager
Name, Position

THIS INSTRUMENT HAS BEEN REVIEWED
BY THE FINANCE OFFICER

HARNETT COUNTY FINANCE OFFICER

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

HARNETT COUNTY FINANCE
Example Invoice

DATE: Click here to enter text. INVOICE NO. Click here to enter text.

Contract Number: WM – Click here to enter text.

Click here to enter text

**INVOICE**

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</thead>
<tbody>
<tr>
<td>Describe Services/Product</td>
<td>$__________</td>
</tr>
</tbody>
</table>

Total Due $__________

REMIT TO:

Click here to enter text

__________________________
Signature
Harnett County

Partners for Green Growth:

2014 grant pre-application
Overview

The continued growth and development of Harnett County, NC over the last decade or so has been nothing short of staggering. The population has grown by more than 34% since 2000 alone, making it the number one micropolitan growth area in the country. With exponential growth local governments must learn not only how to serve its citizenry, but also how to facilitate this growth in a manner that is both sustainable and conscientious. Being situated in the intersection of five ecoregions (Sandhills, Rolling Coastal Plain, Southeastern Floodplains, Low Terraces, and Northern Outer Piedmont) of North Carolina, and having the major riverine system of the Cape Fear that bisects the county; we have an exceptionally diverse cross section of flora & fauna that call this area home. It is our duty to be stewards of this land, and to implement a comprehensive plan that will identify steps to protect key natural resources by ensuring compatible land use activities and development design.

Project Description

Harnett County’s goal in applying for the $10,000 Partners for Green Growth grant is to use any funds awarded towards assisting in the development of a natural resources element for a Comprehensive Land Use Plan update. The existing plan is antiquated and does not appropriate an absorbent amount of language to areas of environmental importance. Although a plan update may be possible without the grant, outside funding will allow for additional public involvement and with input from NRWRC, we will be able to incorporate more robust data, analysis and modeling as well as targeted strategies that help protect Harnett County’s natural resources. An innovative approach to developing a land use concept is proposed and we anticipate an approved, working document in less than a year. We look to steer development towards a higher density, mixed use model in appropriate sectors that focus on preserving key natural assets. The plan will outline things such as Conservation Areas, Environmentally Sensitive Areas, Rural Development Nodes, High-Medium-and Low Density Residential Areas, as well as Municipal Growth, Commercial zones and many more. If you reference the in-kind totals in our budget you can see how much time will be dedicated to this.

This effort seeks to build on work recently completed as part of the Fort Bragg Sustainable Growth Management Strategy (SGMS). The SGMS was the result of a multi-jurisdictional planning effort that resulted in a Preferred Growth Scenario and other strategies to deal with growth and protect priority natural assets in the Fort Bragg Region. These strategies are meant to be refined by local governments as existing plans are updated. By combining this effort with the Land Use Plan update there will be efficiencies realized, as the plan update will necessitate a good deal of existing conditions analysis, scenario planning, and public involvement. Grant funds and NCWRC technical assistance will be utilized to conduct three meetings of the Natural Resource Subcommittee of the Harnett County Comprehensive Land Use Plan Advisory Committee. The goals are to assist in conducting analysis related to the current state of natural

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2 Fort Bragg Sustainable Growth Management Strategy
resources in the county and drafting an existing conditions report, updating the priority natural
assets data used in the GIS based Fort Bragg Growth Model to reflect local priorities, and finally
to develop strategies for inclusion in the land use plan itself.

Grant funds will be used to conduct an in depth analysis of the existing conditions of natural
resources in the county that would not be possible with a standard land use plan update. In
addition to the standard maps that would be produced with a land use plan (i.e. existing land use
and land cover, protected areas, significant natural heritage areas, etc.) maps of data from the
Conservation Planning Tool will be developed and integrated into the land use plan development
process. This will include a few novel analyses such as extracting biodiversity data from the
Conservation Planning Tool and combining that with data available from the Fort Bragg
Regional Growth Model to produce an analysis of threatened habitat. An estimate of the current
urban footprint in Harnett County will be produced. It is anticipated that county staff and
consultants will assist in this process. The threatened habitat and urban footprint data could be
updated at a later date and used to track effectiveness of the land use plan.

Having an in-depth analysis of the current state of the county’s natural resources prior to the
development of land use plan goals will enable advisory committee members to integrate
wildlife habitat conservation into the goals that will be developed for the plan. After the existing
conditions report is complete, Harnett County GIS will also add key conservation data to their
online GIS viewer in order to make the data more accessible to members of the public,
developers, and other interested parties. Discussions are already underway about how to
implement and fund this portion of the effort.

Grant funds will be used to facilitate the refinement of assumptions related to local natural
resource priorities. These priorities will be integrated into the Fort Bragg Regional Growth
Model for use in developing alternative scenarios for testing as part of the land use plan
development process. Weights given to different natural resources will be developed based on
facilitated exercises with the Natural Resources Subcommittee and members of the public. For
the public meeting an innovative “light table” display will be set up so that attendees can use an
interactive map to provide input on areas of the county where they feel key habitat needs to be
conserved.

In addition to our land use plan concept, unique public involvement efforts are proposed. We
plan to have representatives from the Sandhills Conservation Partnership and the NCWRC
provide a presentation to our selected group so we can conduct exercises aimed at identifying
locations with important natural features, such as where they would like to see habitat, forests or
farms preserved.

It is also planned as a part of this process that website or online tool on Harnett County’s unique
natural resources is developed. This could be a website or an ArcGIS Online (AGO) exhibit\(^3\)
that displays natural resource information for Harnett County. This AGO exhibit may be a map,

\(^3\) See [http://maps.dcnr.pa.gov/storymaps/oldgrowth.html](http://maps.dcnr.pa.gov/storymaps/oldgrowth.html) for an example of what is possible with the ArcGIS
Online platform
app, or map story depending on early scoping conversations with the project team and FWS. It will be maintained by Harnett County online or represented by a poster that displays information regarding natural resources and endangered species. This will build on the ConnectEd Initiative and Esri’s recent decision to provide free ArcGIS Online accounts to all K-12 schools in the United States4. It is anticipated that this task will build on existing work at Sustainable Sandhills, the state level, and the existing conditions analysis for the land use plan. This will require Harnett County staff time for mapping, customization and coordination with middle or high school science teachers. The interaction could add value to existing curricula and coincide with GIS Day or Earth Day, and in addition help to serve as a component of a non-federal in-kind match.

Sustainable Sandhills will provide outreach through Harnett County Schools to recruit 5-15 students as a Youth Planning Corps. This Youth Planning Corps based on the Lemon Grove, California case study model with the goal of educating youth on civic engagement and land use planning, engage school-age children engagement in the planning process, and to connect HCS to STEM-career development in planning. Sustainable Sandhills will provide training on land use planning as an educational tool to Harnett County Schools, conduct pre-survey with Youth Planning Corps members, and train the Youth Planning Corps in land use planning and conservation over a 3 month period. Youth Planning Corps members will survey their parents and neighbors on conservation and land use planning topics, and present their findings to the Harnett County Planning Board and/or the Harnett County Board of Commissioners. Success will be measured through the number of community residents directly engaged by the Youth Planning Corps members and the final report on priority area topics submitted to the Harnett County Planning Board.

Tasks that will be made possible by the grant include the respective callouts 2.3, 3.4, 3.5, 4.1 and 4.2 in Table 1. If granted approval we will court potential consultants, members of the Natural Resources Advisory Committee, as well as the NCWRC who can help us integrate new ecological components seamlessly into the plan. Between three staff members in the Planning Department, two in our GIS Department, and paid services to contracted employees, it is anticipated that we will far exceed the required $5,000 in kind match as referenced at the bottom of the revised table.

Purpose and Need

As growth of both residential and commercial entities push harder into the region, there are several things that are happening. We are seeing residential subdivisions appear in the form of leap frog development, either because of the price of land, or the ease of conversion of a particular location. In some cases it has become more financially beneficial for landowners to sell long term family held farm tracts rather than putting them back into agricultural production. Without proper management and guidance through ordinances, plans, and tangible ways that

4 See Esri Pledges $18 in Cloud-Based STEM Software to White House ConnectED Initiative (www.esri.com/esri-news/releases/14-2qtr/esri-pledges-1b-in-cloudbased-stem-software-to-white-house-connected-initiative) for more information
these people can benefit such as conservation subdivisions, agricultural and forestry easements, this trend will likely continue. It is imperative that we develop tools to help steer development into areas that are not in conflict with natural resources and ensure that growth that does occur is well designed so that potential negative impacts are mitigated. Not only is it essential to preserve wildlife habitat and certain species from destruction, but also to make the best use of publicly provided utilities, services, and population diversity within the County boundary.

The benefits that we receive from natural and protected areas are extraordinary. Preserved natural areas save vast sums of tax payers’ money by helping mitigate flood waters, aide in water and air purification, crop pollination, and groundwater recharge. Parks generate up to five times the amount of money they take to create. Agriculture and forestry lands contribute to the local economy, preserve open space and provide critical habitat. It has also been shown that these lands contribute more money to the tax base than they cost in terms of governmental services. With existing ordinances offering incentives to developers to preserve high value open space, what we are lacking is a way to get developers to utilize these carrots in the best areas possible. A land use plan does this, and does it effectively. It is not a plan that sits on the shelf as a good idea, it is a plan that shapes the jurisdiction daily by way of rezoning’s, development plans, annexations, recreational areas, subdivision approvals, and so on and so forth. Every day Planners rely on these plans to base growth strategies on. Ideally this grant would be used to develop a plan with tools that help implement proper green growth strategies. At the same time it will accommodate a growing population, and contribute to an economic boon for the County through smart design which draws quality development versus a piece-meal approach. While this grant would help us make great strides in accomplishing a lot of the outreach needed, to fully realize our goals we would need an additional five to ten thousand dollars for actual plan development.

Previous Actions

Harnett County Planning Services seeks to enrich our community through a multitude of innovative planning practices, and we have seen a gradual transition in mindset as it relates to this. One of the key initiatives that the department has championed over the past few years is the concept of the Conservation Subdivision. In our ordinance it is coined as the Compatibility Development Concept. By using a sliding scale of increased open space provision, the developer can achieve a higher density depending on the amount of land they are willing to set aside as natural area. Developers are starting to comprehend that if they can get the same amount of density on fifteen acres of the total site versus twenty-five then costs are lower and sites are more marketable. Inherent in this model is a substantial savings because of less utility provision, road paving, and grading cost. Also within this concept is the requirement of connection to both public sewer and water utility, thus helping to cluster these subdivisions in areas that are already developed or developing. One issue is that while developments may set aside natural areas, the developers rarely provide for connectivity, or conceptualize future growth patterns. We envision having large pockets of development with linked open spaces that can facilitate movement of species from one area to the other via wildlife corridors. By having an up to date Comprehensive Plan we can achieve this goal. It is our intent to establish charettes for stakeholders within the
county upon approval to poll and get guidance on what they value most when it comes to natural resources. The Board of Commissioners would also be heavily involved throughout the process since they too are dedicating County funding to this project. Ideally the goals that are developed during the Land Use Plan update would help refine the priority habitat types and natural features that are protected by Compatibility Developments.

Design is not the only way Harnett County is trying to conserve lands. As a requirement of approval the county levies what is called a Recreational Fee for each lot subdivided. In a relatively short time Harnett County has been able to purchase a thousand acre park in the southern part of the county with these funds, and has recently opened to visitors. We have also had a push by agricultural entities to establish Voluntary Agricultural Districts that are helping to conserve land for farm related uses and steer development away from these areas. If approved for this grant, we wish to continue this trend of environmentally conscientious planning, and involve our community more in the realization that these principles are a necessity to ensuring sustainable land use practices.

Benefits
In terms of natural areas and species that would benefit, there are many. Key natural areas include Ravens Rock State Park, the Cape Fear River floodplain and aquatic habitat, the Fort Bragg Overhills Area, the Reedys Swamp Longleaf Pine Forest, and the Long Valley Farm Natural Area. Many of these are located in high growth areas in the southern part of Harnett County where residential growth, driven by Fort Bragg, is fragmenting habitats. Harnett County contains at least 3 species that are classified as Endangered; The Cape Fear Shiner, The Red-Cockaded Woodpecker, and The Rough-Leaved loosestrife. These species encompass the necessity of clean water, habitat preservation, as well as conservation of unique habitat types and natural communities. All told, there are an additional twenty two types of wildlife within the county that find themselves on the Federal Species of Concern list. It is essential that there be adequate connectivity through wildlife corridors and edges to allow for the proper transition between developed property and natural habitats. We wish to preserve this biodiversity not only for ourselves, but for generations to come.

As a department we would like to extend our gratitude for the opportunity to apply for this grant through your office. We feel strongly that the partnership between our entities is critical in the push toward sustainability, and an overall better quality of life for our residents. As I hope that you can see from the previous paragraphs, we feel that we are on the cusp of an innovative approach to land use planning that will guide our jurisdiction for decades to come. At no other time in this county’s history has it been more apparent that there is a need for such immediate action through long range planning. Again we wish to thank you for this opportunity, and we look forward to hearing from you.
<table>
<thead>
<tr>
<th>TASK 1</th>
<th>DESCRIPTION</th>
<th>TIME</th>
<th>DATA ANALYSIS AND MAPPING</th>
<th>PRINTING</th>
<th>CONSULTANT COST</th>
<th>SUSTAINABLE SANDHILLS COST</th>
<th>TOTAL COST ESTIMATE</th>
<th>PART OF LUP UPDATE</th>
<th>COUNTY STAFF COST</th>
<th>IN-KIND COST ESTIMATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td>Recruitment of HCCLUP Natural Resources Advisory Committee (will function as part of the Advisory Committee)</td>
<td>X</td>
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<td>$0</td>
<td>$2,000</td>
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<td>1.2</td>
<td>Providing Materials for the group</td>
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<tr>
<th>TASK 2</th>
<th>DESCRIPTION</th>
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<th>PRINTING</th>
<th>CONSULTANT COST</th>
<th>SUSTAINABLE SANDHILLS COST</th>
<th>TOTAL COST ESTIMATE</th>
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<th>COUNTY STAFF COST</th>
<th>IN-KIND COST ESTIMATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.1</td>
<td>Plan Review (Existing natural resource related planning efforts for county)</td>
<td></td>
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<td>2.2</td>
<td>Stakeholder Interviews</td>
<td></td>
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<td>$1,500</td>
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<td>2.3</td>
<td>Mapping and analysis of natural resources using existing data from Sustainable Sandhills, FWS, GGT, USGS, Harnett County, etc.</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td>$2,000</td>
<td>$2,000</td>
<td>$1,000</td>
<td>$1,000</td>
<td>$5,500</td>
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<tr>
<td>2.4</td>
<td>State of the County's Natural Resources (Chapter in Existing Conditions Report)</td>
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<td>$1,000</td>
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<th>TASK 3</th>
<th>DESCRIPTION</th>
<th>TIME</th>
<th>DATA ANALYSIS AND MAPPING</th>
<th>PRINTING</th>
<th>CONSULTANT COST</th>
<th>SUSTAINABLE SANDHILLS COST</th>
<th>TOTAL COST ESTIMATE</th>
<th>PART OF LUP UPDATE</th>
<th>COUNTY STAFF COST</th>
<th>IN-KIND COST ESTIMATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.1</td>
<td>Prep for and Attendance of Meeting 1: Facilitate the establishment of natural resource related goals and metrics</td>
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<td>$2,000</td>
<td>$1,000</td>
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<td>3.2</td>
<td>Prep for and Attendance of Meeting 2: Review land use scenarios (trend/business as usual, alternative concept)</td>
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<td>$2,000</td>
<td>$1,000</td>
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<tr>
<td>3.3</td>
<td>Prep for and Attendance of Meeting 3: Work session to develop/refine strategies and compare and contrast with other communities</td>
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<td></td>
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<td>$5,000</td>
<td>$1,000</td>
<td>$1,000</td>
<td>$11,000</td>
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<tr>
<td>3.4</td>
<td>Public meeting light table exercise (set up interface for interactive map to identify priority natural resources based on public feedback and facilitate station)</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td>$1,000</td>
<td>$1,000</td>
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<tr>
<td>3.5</td>
<td>Harnett County Natural Resources Exhibit (ArcGIS Online Map/Group for use in schools STEM curriculum)</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td>$1,500</td>
<td>$2,000</td>
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<td>TASK 4</td>
<td>PLAN DEVELOPMENT</td>
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<td>3.6</td>
<td>Youth engagement activities (i.e. kids planning commission). Programming and Coordination with Schools to encourage habitat and species preservation.</td>
<td>X</td>
<td>X</td>
<td>$2,500</td>
<td></td>
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<tr>
<td>4.1</td>
<td>Identification of priority geographic areas and habitats for Compatibility Developments (conservation subdivisions)</td>
<td>X</td>
<td>X</td>
<td>$1,500</td>
<td></td>
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<tr>
<td>4.2</td>
<td>Revise natural assets component of Fort Bragg Regional Growth Model based on local priorities</td>
<td>X</td>
<td>X</td>
<td>$1,500</td>
<td></td>
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<td></td>
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<tr>
<td>4.3</td>
<td>Policies and strategies for protecting priority natural resources in Land Use Plan</td>
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<td>4.4</td>
<td>Presenting plan to planning board and commission</td>
<td></td>
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<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td><strong>$7,500</strong></td>
<td><strong>$2,500</strong></td>
<td><strong>$10,000</strong></td>
<td><strong>$12,500</strong></td>
<td><strong>$10,000</strong></td>
<td><strong>$22,500</strong></td>
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</table>
Partners for Green Growth Exhibit: Harnett County
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, 2015:

Section 1. To amend the Planning Services Departments, the appropriations are to be changed as follows:

<table>
<thead>
<tr>
<th>EXPENDITURE CODE NUMBER</th>
<th>DESCRIPTION OF CODE</th>
<th>AMOUNT INCREASE</th>
<th>AMOUNT DECREASE</th>
</tr>
</thead>
<tbody>
<tr>
<td>New</td>
<td>NC Wildlife Resource Commission-Grant to update Harnett County Land Use Plan</td>
<td>10,000.00</td>
<td></td>
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<table>
<thead>
<tr>
<th>REVENUE CODE NUMBER</th>
<th>DESCRIPTION OF CODE</th>
<th>AMOUNT INCREASE</th>
<th>AMOUNT DECREASE</th>
</tr>
</thead>
<tbody>
<tr>
<td>New</td>
<td>NC Wildlife Resource Commission-for Grant to update the Harnett County Land Use Plan</td>
<td>10,000.00</td>
<td></td>
</tr>
</tbody>
</table>

EXPLANATION Grant from the NC Wildlife Resource Commission to help fund the update to the Harnett County Land Use Plan.

APPROVALS:

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          

Margaret Regina Wheeler  
Clerk to the Board

Joe Miller, Chairman  
Harnett County Board of Commissioners

507b
TO: HARNETT COUNTY BOARD OF COMMISSIONERS

SUBJECT: Capital Area Metropolitan Planning Organization (CAMPO) MOU

REQUESTED BY: Planning Services Dept (Jay Sikes)

REQUEST:

To adopt the updated CAMPO Memorandum of Understanding (MOU).

The MPO's role and role remains the same. However, as per results from the 2010 Census, the Capital Area MPO's boundary has grown. So, an updated MOU is required to add the Town of Archer Lodge as a member, and a few other minor adjustments such as adding the Federal Transit Administration & Federal Rail Administration as stakeholders.

This revised MOU has been approved by CAMPO's Technical Coordinating Committee (TCC) and the Executive Board (formally Technical Advisory Committee).

COUNTY MANAGER’S RECOMMENDATION:
Dear Mr. Burns,

The decennial Census brings with it changes to the MPO's designated urbanized area and thus, changes to the planning area boundary. The 2010 Census necessitated only slight changes for the Capital Area MPO, but a new boundary was necessary. The new boundary expanded slightly further into Johnston County and includes the newly incorporated municipality of Archer Lodge. The MPO's Executive Board (TAC) approved the new boundary on October 17, 2012. In order to fully incorporate the change into the administrative record of the MPO, the Memorandum of Understanding must be updated.

Attached you will find the updated Memorandum of Understanding (MOU) that was approved by the TAC at its April 16, 2014 meeting. The structure of the MPO, including weighted voting, remains the same as in the previous version of the MOU. The revised MOU adds Archer Lodge as an official member of the MPO, and makes other technical adjustments such as renaming the TAC to the Executive Board. Also, the Federal Transit Administration (FTA) and the Federal Rail Administration (FRA) were added to the list of invited stakeholder agencies to reflect the multi-modal mission of the Capital Area MPO. Finally, the actual weighted voting schedule, which is based on population estimates that are updated annually, was removed to the Executive Board Bylaws. This makes it easier to update the weighted voting schedule from an administrative standpoint; all voting weights on a per capita basis remain in effect as per the original MOU.

This revised MOU has been reviewed by the MPO's Technical Coordinating Committee (TCC), member agencies' legal departments, and approved for adoption by the Executive Board (TAC).

As a member agency of the Capital Area MPO, this updated MOU must now be adopted by your local governing board. After all member agencies have adopted the MOU, it will be adopted by the MPO Executive Board and finally by NCDOT's Board of Transportation to become fully effective. We ask that your board take action on this before July 31, 2014 in order to keep on schedule for a full adoption by the MPO Board and NCDOT Board in August and September. We request that you return 30 signed original copies of your local signature page (included). Upon full adoption, we will return an original full document to you.

If you have any questions, or if you would like to meet with any MPO staff member to discuss this or any other transportation issue in your community, please don't hesitate to contact us. You can reach me at Shelby.Powell@campo-nc.us or 919/996-4393, or Chris Lukasina, Executive Director, at Chris.Lukasina@campo-nc.us or 919/996-4402.

Thank you for your prompt attention to this matter.

Shelby Powell, AICP
Senior Transportation Planner
Capital Area Metropolitan Planning Organization

127 W. Hargett Street, Suite 800 Raleigh, NC 27601 Phone: (919) 996-4400 FAX: (919) 807-8517
www.campo-nc.us
NORTH CAROLINA
CAPITAL AREA METROPOLITAN PLANNING

MEMORANDUM OF UNDERTAKEN:
BETWEEN
THE GOVERNOR OF THE STATE OF NORTH CAROLINA, TOWN OF ANGIER, TOWN OF APEX, TOWN OF BUNN, TOWN OF CARY, TOWN OF CLAYTON, CIY OF FRANKLIN, COUNTY OF GRANVILLE, COUNTY OF HARNETT, COUNTY OF JOHNSTON, COUNTY OF WAKE, TRIANGLE TRANSIT AUTHORITY, AND THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION (Hereinafter referred to as the Municipalities, the Agencies, the Counties and the State)

IN COOPERATION WITH
THE UNITED STATES DEPARTMENT OF TRANSPORTATION,
Agreement No. 2005-06-15

WITNESSETH THAT

WHEREAS, Chapter 136, Article 3A, Section 136.66.2(d) provides that:

"For MPOs, either the MPO or the Department of Transportation may propose changes in the plan at any time by giving notice to the other party, but no change shall be effective until it is adopted by both the Department of Transportation and the MPO.", and

WHEREAS, Section 134(a) of Title 23 United States Code states:

"It is in the national interest to encourage and promote the development of transportation systems embracing various modes of transportation in a manner which will efficiently maximize mobility of people and goods within and through urbanized areas and minimize transportation-related fuel consumption and air pollution. To accomplish this objective, metropolitan planning organizations, in cooperation with the State, shall develop transportation plans and programs for urbanized areas of the State. Such plans and programs shall provide for the development of transportation facilities (including pedestrian walkways and bicycle transportation facilities) which will function as an intermodal transportation system for the State, the metropolitan areas, and the Nation. The process for developing such plans and programs shall provide for
WHEREAS, Section 134(c) of Title 23 United States Code states:

"Development of long-range plans and TIPs.— To accomplish the objectives in subsection (a), metropolitan planning organizations designated under subsection (d), in cooperation with the State and public transportation operators, shall develop long-range transportation plans and transportation improvement programs for metropolitan planning areas of the State; and

WHEREAS, Chapter 136, Article 3A, 66.2(a) of the General Statutes of North Carolina require that:

"Each MPO, with cooperation of the Department of Transportation, shall develop a comprehensive transportation plan in accordance with 23 U.S.C. § 134. In addition, an MPO may include projects in its transportation plan that are not included in a financially constrained plan or are anticipated to be needed beyond the horizon year as required by 23 U.S.C. § 134. For municipalities located within an MPO, the development of a comprehensive transportation plan will take place through the metropolitan planning organization. For purposes of transportation planning and programming, the MPO shall represent the municipality's interests to the Department of Transportation."; and,

WHEREAS, Chapter 136, Article 3A, 66.2(b) provides that:

"After completion and analysis of the plan, the plan shall be adopted by both the governing body of the municipality or MPO and the Department of Transportation as the basis for future transportation improvements in and around the municipality or within the MPO. The governing body of the municipality and the Department of Transportation shall reach agreement as to which of the existing and proposed streets and highways included in the adopted plan will be a part of the State highway system and which streets will be a part of the municipal street system. As used in this Article, the State highway system shall mean both the primary highway system of the State and the secondary road system of the State within municipalities."

WHEREAS, a transportation planning process includes the operational procedures and working arrangements by which short and long-range transportation plans are soundly conceived and developed and continuously evaluated in a manner that will:

1. Assist governing bodies and official agencies in determining courses of action and in formulating attainable capital improvement programs in anticipation of community needs; and,

2. Guide private individuals and groups in planning their decisions which can be important factors in the pattern of future development and redevelopment of the area; and,
WHEREAS, it is the desire of these agencies that a continuing, cooperative, and comprehensive transportation planning process as set forth in a Memorandum of Understanding dated January 28, 1993 comply with Title 23 U.S.C. Section 134; and any subsequent amendments to that statute, and any implementing regulations; Title 49 U.S.C. Chapter 53 and any subsequent amendments to these statutes and any implementing regulations; and the clean Air Act of 1970, as amended, [42 U.S.C.7504 and 7506(c)].NOW THEREFORE, the following Memorandum of Understanding is made:

Section I. Membership

It is hereby agreed that the Municipalities, the agencies, the Counties and the State in cooperation with the United States Department of Transportation, will participate in a continuing, cooperative and comprehensive (“3-C”) transportation planning process with responsibilities and undertakings as related in the following paragraphs:

1. The N. C. Capital Area Metropolitan Planning Area (as defined by the Metropolitan Area Boundary, also known as the Planning Area Boundary) will be all of Wake County and parts of Franklin, Granville, Harnett, and Johnston Counties.

2. The N. C. Capital Area Metropolitan Planning Organization (MPO) shall include the local governments of the Municipalities and the Counties, the North Carolina Department of Transportation, an Executive Board hereinafter defined, a Technical Coordinating Committee hereinafter defined, and the various agencies and units of local, regional, and state government participating in the transportation planning for the area.

3. The Urbanized Area Boundary and the Metropolitan Area Boundary shall be periodically reviewed and revised in light of new developments and basic data projections.

4. The continuing transportation planning process will be a cooperative one reflective of and responsive to the programs of the North Carolina Department of Transportation, and to the comprehensive plans for growth and development of the Municipalities and the Counties in the Triangle Region with attention being given to cooperative planning with the neighboring metropolitan and rural planning organizations.

5. The continuing transportation planning process will be in accordance with the intent, procedures and programs of Title VI of the Civil Rights Act of 1964, as amended.

6. The continuing transportation planning process will be in accordance with the intent, procedures, and programs of the Clean Air Act of 1970, as amended.

7. Transportation policy decisions within the planning area are the shared responsibility of the North Carolina Board of Transportation, the Executive Board and the governing bodies of the participating local governments.
8. Transportation plans and programs and land use policies and programs having regional impacts will be coordinated with the applicable regional Councils of Governments.

9. An Executive Board is hereby established with the responsibility for cooperative transportation planning decision making for the MPO. The Executive Board shall have the responsibility for keeping the policy boards of the participating local governments informed of the status and requirements of the transportation planning process; for assisting in the dissemination and clarification of the decisions and policies of the policy boards; and for providing opportunities for citizen participation in the transportation planning process.

The Executive Board will be responsible for carrying out the provisions of 23 U.S.C. Section 134 and Title 49 U.S.C. Chapter 53; and 42 U.S.C. 7504 and 7506(c); including, but not necessarily limited to:

a. Establishment of goals and objectives for the transportation planning process.

b. Review and approval of a Prospectus for transportation planning which defines work tasks and responsibilities for the various agencies participating in the transportation planning process;

c. Review and approval of changes to the Metropolitan Area Boundary as well as review and recommendation for changes to the National Highway System;

d. Review and approval of the transportation Unified Planning Work Program;

e. Review and approval of the adopted Comprehensive and Metropolitan Transportation Plans. As specified in General Statues Section 136-66.2(a), the Comprehensive Transportation Plan shall include the projects in the Metropolitan Area’s Transportation Plan as well as projects that are not included in the financially constrained plan or are anticipated to be needed beyond the horizon year as required by 23 U.S.C. Section 134. As specified in General Statutes Section 136-66.2(d) certain revisions to the Comprehensive Transportation Plan may be required to be jointly approved by the North Carolina Department of Transportation;

f. Review and approval of the MPO’s Transportation Improvement Program for multimodal capital and operating expenditures ensuring coordination between local and State capital improvement and operating programs. As specified in 23 U.S.C. Section 134(k), all federally funded projects carried out within the boundaries of a metropolitan planning area serving a transportation management area (excluding projects carried out on the National Highway System) shall be selected for implementation from the approved TIP by the metropolitan planning organization designated for the area in consultation with the State and any affected public transportation operator;
g. Review and approval of planning procedures for air quality conformity and review and approval of air quality conformity determination for projects, programs, and plans;

h. Review and approval of a Congestion Management Process;

i. Review and approval of the distribution and oversight of federal funds designated for the Raleigh Urbanized Area under the provisions of MAP-21 and any other subsequent Transportation Authorizations;

j. Review and approval of a policy for public involvement for the MPO;

k. Review and approval of an agreement between the MPO, the State, and public transportation operators serving the Metropolitan Planning Area that defines mutual responsibilities for carrying out the metropolitan planning process in accordance with 23 C.F.R. 450.314;

l. Development and approval of committee by-laws for the purpose of establishing operating policies and procedures;

m. Oversight of the MPO Staff;

n. Revisions to membership of Technical Coordinating Committee as defined herein;

o. Review and approval of cooperative agreements with other transportation organizations, transportation providers, counties, and municipalities.

The membership of the Executive Board shall include:

- One member of the Angier Town Board of Commissioners
- One member of the Apex Town Council
- One member of the Archer Lodge Town Council
- One member of the Bunn Town Council
- One member of the Cary Town Council
- One member of the Clayton Town Council
- One member of the Creedmoor Board of Commissioners
- One member of the Franklinton Town Board of Commissioners
- One member of the Fuquay-Varina Town Board of Commissioners
- One member of the Garner Town Council
- One member of the Holly Springs Town Council
- One member of the Knightdale Town Council
- One member of the Morrisville Town Council
• One member of the Raleigh City Council
• One member of the Rolesville Town Board of Commissioners
• One member of the Wake Forest Town Board of Commissioners
• One member of the Wendell Town Board of Commissioners
• One member of the Youngsville Town Board of Commissioners
• One member of the Zebulon Town Board of Commissioners
• One member of the Franklin County Board of Commissioners
• One member of the Granville County Board of Commissioners
• One member of the Harnett County Board of Commissioners
• One member of the Johnston County Board of Commissioners
• One member of the Wake County Board of Commissioners
• Three members of the North Carolina Board of Transportation representing the Highway Divisions (currently 4, 5, and 6) within the Metropolitan Planning Area
• One member of the Triangle Transit Board of Trustees; and
• The Division Administrator of the Federal Highway Administration or his or her representative who shall serve as an advisory, non-voting member.
• The Regional Administrator of the Federal Transit Administration or his or her representative, who shall serve as an advisory, non-voting member.
• The Regional Administrator of the Federal Rail Administration or his or her representative, who shall serve as an advisory, non-voting member.

Municipal and county public transit providers shall be represented on the Executive Board through their respective municipal and county local government board members.

Voting representatives of the Municipalities and the Counties shall be designated by their respective governing boards. Requirements for voting, quorums, and membership in good standing shall be included in the adopted bylaws of the Executive Board. Weighted voting shall be applied as invoked by any voting member of the Executive Board. In the instance of a weighted vote, each member government shall be apportioned weighted voting based on the most recent certified North Carolina Population Estimates for Municipalities and Counties utilizing a vote weighting formula of one vote for each 10,000 of population, or portion thereof. Other voting agencies without population-based representation on the Executive Board shall vote in accordance with the voting schedule in the Executive Board adopted bylaws. The adopted bylaws of the Executive Board shall outline the most current weighted voting schedule.
At the invitation of the Executive Board, other local, regional, State or Federal agencies impacting transportation within the planning area may serve as non-voting members of the Executive Board.

As established in its adopted bylaws, the Executive Board shall meet as deemed appropriate and shall elect officers with the responsibility for coordination of the committee's activities. A member of the MPO staff will serve as secretary to the Committee.

As established in its adopted bylaws, the Executive Board may create an executive committee and/or subcommittees to carry out its responsibilities.

10. **A Technical Coordinating Committee (TCC) shall be established** with the responsibility of general review, guidance and coordination of the transportation planning process for the planning area and with the responsibility for making recommendations to the Executive Board and to other entities designated by the Executive Board regarding any necessary actions relating to the continuing transportation planning process. The TCC shall be responsible for development, review and recommendations of the Prospectus, Unified Planning Work Program, Transportation Improvement Program, Metropolitan Area Boundary, Urbanized Area Boundary, and National Highway System, for revisions to the Transportation Plan, for planning citizen participation and for documenting reports of the transportation study.

Membership of Technical Coordinating Committee (TCC) shall include technical representatives from local, regional and State governmental agencies; as well as major modal transportation providers directly related to and concerned with the transportation planning process for the planning area. Each member agency's representative(s) shall be designated by the chief administrative officer of that agency. Departments or divisions within local and state agencies that should be represented on the TCC include, but are not limited to, those responsible for transportation planning, land use planning, transportation operations, public works and construction, engineering, public transportation, environmental conservation and planning, bicycle and pedestrian planning, and economic development. The voting membership shall include, at a minimum, representation from the following agencies/organizations, with specific numbers of members from each agency/organization outlined in the Technical Coordinating Committee’s adopted bylaws:

- Town of Angier
- Town of Apex
- Town of Archer Lodge
- Town of Bunn
- Town of Cary
- Town of Clayton
N. C. Capital Area Metropolitan Planning Organization
Memorandum of Understanding (cont.)
April 16, 2014

- City of Creedmoor
- Town of Franklinton
- Town of Fuquay-Varina
- Town of Garner
- Town of Holly Springs
- Town of Knightdale
- Town of Morrisville
- City of Raleigh
- Town of Rolesville
- Town of Wake Forest
- Town of Wendell
- Town of Youngsville
- Town of Zebulon
- County of Franklin
- County of Granville
- County of Harnett
- County of Johnston
- County of Wake
- Triangle J Council of Governments
- Capital Area Transit
- Cary Transit
- Raleigh-Durham Airport Authority
- Triangle Transit
- North Carolina Department of Transportation
- Rural Transit Systems Serving Franklin, Granville, Harnett, Johnston and Wake Counties
- North Carolina State University
- Research Triangle Foundation
- Triangle North Executive Airport

The City of Raleigh’s membership shall not include members of the MPO staff.

In addition to voting membership, the TCC shall invite officials responsible for other types of planning activities that are affected by transportation in the area (including State and local planned growth, economic development, environmental protection, airport operations, and freight movements) to coordinate their planning process, to the maximum extent practicable, with MPO planning activities. Such organizations and agencies may include:
The Technical Coordinating Committee shall operate as determined by its adopted bylaws. Any agency not listed above which wishes representation on the TCC may request such representation for consideration under the adopted bylaws of the TCC. As established in its adopted bylaws, the TCC may create an executive committee and/or subcommittees to carry out its responsibilities.

The governing boards of the Municipalities and the Counties and the North Carolina Board of Transportation shall serve as the primary means for citizen input to the continuing transportation planning process. Citizen involvement will also be obtained through procedures outlined in the MPO’s policy for public involvement and through various special studies and projects undertaken by the MPO.

The Executive Board should also provide opportunities for citizen participation in the transportation planning process.

Section II. Responsibilities

It is further agreed that the subscribing agencies will have the following responsibilities, these responsibilities being those most logically assumed by the several agencies:

The Municipalities and the Counties
The Municipalities and the Counties will assist in the transportation planning process by providing assistance, data and inventories in accordance with the Prospectus. The Municipalities and the Counties shall coordinate zoning and subdivision approval within their respective jurisdictions in accordance with the adopted Metropolitan Transportation Plan. Additionally, the City of Raleigh will serve as the Lead Planning Agency for the MPO.

The Municipalities and the Counties will participate in funding the portion of the costs of the MPO’s work program not covered by federal or state funding (minimum 20%
match of actual annual expenditures) as approved by the Executive Board. The portion to be paid by each Municipal and County member government will be based upon its pro rata share of population within the MPO Planning Area, utilizing the most recent certified North Carolina Office of State Planning municipal and county population estimates. In addition, MPO members may also voluntarily contribute additional funds for other purposes such as to participate in funding the costs of special studies, or other specialized services as mutually agreed upon.

Failure to pay the approved share of costs shall invalidate the MPO's Unified Planning Work Program and annual MPO self-certification as required by 23 CFR 450.334. Failure to certify shall result in the withholding of transportation project funds to the metropolitan planning area in accordance with federal law. In order to avoid this, the Executive Board shall amend the Unified Planning Work Program.

The municipalities and the counties receiving federal transportation funding designated for the Raleigh Urbanized Area as approved by the Executive Board through the Unified Planning Work Program shall comply with adopted reporting and oversight procedures.

North Carolina Department of Transportation
The Department will assist in the transportation planning process by providing planning assistance, data and inventories in accordance with the Prospectus. The Department, to the fullest extent possible, and as permitted by existing State and Federal regulations, will provide assistance in the protection of necessary rights-of-way for those transportation corridors designated on the Transportation Plan.

Triangle Transit
Triangle Transit will assist in the transportation planning process by providing planning assistance, data, and inventories in accordance with the Prospectus. Triangle Transit shall comply with adopted reporting and oversight procedures for the receipt of federal transportation funding designated for the Raleigh Urbanized Area as approved by the Executive Board through the Unified Planning Work Program

Section III. Termination

Parties to this Memorandum of Understanding may terminate their participation in the N. C. Capital Area Metropolitan Planning Organization by giving thirty (30) days written notice to the other parties prior to the date of termination. If any party should terminate participation, this memorandum of understanding shall remain in force and the MPO shall continue to operate as long as 75% or more of the population within the Metropolitan Planning Area is represented by the remaining members.
Section IV. Ratification

In witness whereof, the parties of this Memorandum of Understanding have been authorized by appropriate and proper resolutions to sign the same, The Town of Angier by its Mayor, the Town of Apex by its Mayor, the Town of Archer Lodge by its Mayor, the Town of Bunn by its Mayor, the Town of Cary by its Mayor, the Town of Clayton by its Mayor, the City of Creedmoor by its Mayor, the Town of Franklinton by its Mayor, the Town of Fuquay-Varina by its Mayor, the Town of Garner by its Mayor, the Town of Holly Springs by its Mayor, the Town of Knightdale by its Mayor, the Town of Morrisville by its Mayor, the City of Raleigh by its Mayor, the Town of Rolesville by its Mayor, the Town of Wake Forest by its Mayor, the Town of Wendell by its Mayor, the Town of Youngsville by its Mayor, the Town of Zebulon by its Mayor, the Triangle Transit Authority by its Chair, Franklin County by its Chairman of the Board of Commissioners, Granville County by its Chairman of the Board of Commissioners, Harnett County by its Chairman of the Board of Commissioners, Johnston County by its Chairman of the Board of Commissioners, Wake County by its Chairman of the Board of Commissioners, and by the Secretary of Transportation on behalf of the Governor of the State of North Carolina and the North Carolina Department of Transportation, this the ______ day of _______, 2014.

[SIGNATURE PAGES TO FOLLOW]
N. C. Capital Area Metropolitan Planning Organization
Memorandum of Understanding (cont.)
April 16, 2014

(Seal)  

TOWN OF ANGIER

______________________________  
Clerk

______________________________  
Mayor
N. C. Capital Area Metropolitan Planning Organization
Memorandum of Understanding (cont.)
April 16, 2014

(Town of Apex)

By

Clerk

Mayor
(Seal)  

TOWN OF BUNN

By ______________________________
Clerk

Mayor
N. C. Capital Area Metropolitan Planning Organization
Memorandum of Understanding (cont.)
April 16, 2014

(Seal)

TOWN OF CARY

______________________________  __________________________
Clerk  Mayor

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N. C. Capital Area Metropolitan Planning Organization
Memorandum of Understanding (cont.)
April 16, 2014

(Seal) TOWN OF CLAYTON

__________________________________
Clerk

By ________________________________
Mayor
N.C. Capital Area Metropolitan Planning Organization
Memorandum of Understanding (cont.)
April 16, 2014

(Seal)  

CITY OF CREEDMOOR

______________________________  By ____________________________
Clerk                                Mayor
(Seal) TOWN OF FUQUAY-VARINA

By ____________________________
Clerk

By ____________________________
Mayor
N. C. Capital Area Metropolitan Planning Organization
Memorandum of Understanding (cont.)
April 16, 2014

(Seal) TOWN OF GARNER

By
Mayor

By
Clerk
(Seal) 

TOWN OF HOLLY SPRINGS

__________________________  By __________________________
Clerk  Mayor
N. C. Capital Area Metropolitan Planning Organization
Memorandum of Understanding (cont.)
April 16, 2014

(Seal) TOWN OF KNIGHTDALE

By

Clerk

By

Mayor
N. C. Capital Area Metropolitan Planning Organization  
Memorandum of Understanding (cont.)  
April 16, 2014

(Seal)  

TOWN OF WAKE FOREST

By ______________________________  
Clerk  

By ______________________________  
Mayor
N. C. Capital Area Metropolitan Planning Organization
Memorandum of Understanding (cont.)
April 16, 2014

(Seal) TOWN OF WENDELL

By

Clerk

By

Mayor
(Seal) 

TOWN OF ZEBULON 

By ____________________________  

Mayor 

____________________________  

Clerk
N. C. Capital Area Metropolitan Planning Organization
Memorandum of Understanding (cont.)
April 16, 2014

(Seal)

TRIANGLE TRANSIT AUTHORITY

By ________________________________

Clerk

By ________________________________

Chair
(Seal)  

FRANKLIN COUNTY

__________________________  By ____________________________
County Manager  Chairman

Page 32 of 39
(Seal)  

HARNETT COUNTY  

______________________________  By _______________________  
County Manager  Chairman  

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

Page 34 of 39
N. C. Capital Area Metropolitan Planning Organization
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April 16, 2014

(Seal) GRANVILLE COUNTY

County Manager                By                Chairman
(Seal)

JOHNSTON COUNTY

______________________________
County Manager

By __________________________
Chairman
N. C. Capital Area Metropolitan Planning Organization
Memorandum of Understanding (cont.)
April 16, 2014

(Seal) WAKE COUNTY

By ____________________________

County Manager

By ____________________________

Chairman
TO: HARNETT COUNTY BOARD OF COMMISSIONERS

SUBJECT: Abandoned Manufactured Home Grant / Contract Approval

REQUESTED BY: Planning Services

REQUEST:
Planning Services respectfully requests the approval and acceptance of the Abandoned Manufactured Home, Grant Contract # 6038. This grant contract is from the North Carolina Department Of Environment And Natural Resources for the amount of $24,000.00. The grant does not require any matching funding on behalf of Harnett County. The contract period extends from July 1, 2014 through June 30, 2016.

FINANCE OFFICER'S RECOMMENDATION:

COUNTY MANAGER'S RECOMMENDATION:
This Contract is hereby made and entered into this FIRST DAY OF JULY, 2014, by and between the NORTH CAROLINA DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES, (the "Agency") and HARNETT COUNTY, (the "Grantee") (referred to collectively as the "Parties").

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

   (1) Grant Contract No 6038
   (2) General Terms and Conditions (Attachment A)
   (3) Agency's Request for Proposal (RFP) (Attachment B)
   (4) Grantee's Response to Agency's RFP, including line item budget and budget narrative and if applicable, indirect cost documentation (Attachment C)

These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements. The Parties may enter into Contract Amendments in accordance with the General Terms and Conditions as described in Attachment A.

2. Precedence Among Contract Documents: In the event of a conflict between terms of the Contract Documents, the term in the Contract Document with the highest relative precedence prevails. The order of precedence is established by the order of documents in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment has the highest precedence and the oldest amendment has the lowest precedence.

3. Contract Period: This Contract shall be effective on July 1, 2014 and shall terminate on June 30, 2016.

4. Project Period: The Grantee begins the project on July 1, 2014. The Grantee undertakes and completes the project in a sequence that assures expeditious completion in light of the purposes of this agreement. Grantee completes the project on June 30, 2016.

5. Grantee's Duties: The Grantee provides the project as described in Attachment C, "Harnett County Abandoned Manufactured Home Planning Initiative" and in accordance with the approved budget in Attachment C.

6. Agency's Duties: The Agency shall pay the Grantee in the manner and in the amounts specified in the Contract Documents.

The total amount paid by the Agency to the Grantee under this Contract shall not exceed TWENTY FOUR THOUSAND DOLLARS ($24,000.00).
This amount consists of:

<table>
<thead>
<tr>
<th>Type of Funds</th>
<th>Funding Source</th>
<th>CFDA No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Appropriation</td>
<td>General Assembly</td>
<td></td>
</tr>
</tbody>
</table>

Accounting Code Information:

<table>
<thead>
<tr>
<th>Dollars</th>
<th>GL Company</th>
<th>GL Account</th>
<th>GL Center</th>
</tr>
</thead>
<tbody>
<tr>
<td>$24,000.00</td>
<td>1602</td>
<td>536961</td>
<td>6760</td>
</tr>
</tbody>
</table>

[X ] a. There are no matching requirements from the Grantee.

[ ] b. There are no matching requirements from the Grantee; however, the Grantee has committed the following match to this project:

<table>
<thead>
<tr>
<th>In-Kind</th>
<th>$</th>
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</thead>
<tbody>
<tr>
<td>Cash</td>
<td>$</td>
</tr>
<tr>
<td>Cash and In-Kind</td>
<td>$</td>
</tr>
<tr>
<td>Cash and/or In-Kind</td>
<td>$</td>
</tr>
<tr>
<td>Other / Specify:</td>
<td>$</td>
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</tbody>
</table>

[ ] c. The Grantee’s matching requirement is $, which shall consist of:

<table>
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</thead>
<tbody>
<tr>
<td>Cash</td>
<td>$</td>
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<tr>
<td>Cash and In-Kind</td>
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<tr>
<td>Cash and/or In-Kind</td>
<td>$</td>
</tr>
<tr>
<td>Other / Specify:</td>
<td>$</td>
</tr>
</tbody>
</table>

[ ] d. The Grantee has committed to an additional $ to complete the project as described in Attachment C.

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

The total contract amount is $24,000.00.

7. Reversion of Unexpended Funds

Any unexpended grant funds shall revert to the Agency upon termination of this Contract.
8. Reporting Requirements:

Any Grantee receiving at least $15,000 but less than $500,000 in state funds from the Agency within any fiscal year is required to file with each funding state agency a sworn accounting of receipts and expenditures of state funds in the format approved by the State Auditor. This accounting must be attested to by the Grantee fiscal officer and one other authorizing officer of the Grantee. This accounting must be filed with each funding state agency within six months after the end of the Grantee’s operating year. If the Grantee receives STATE funds of $500,000 or more during its fiscal year, it must file with the State Auditor and each funding agency its audited financial statements in accordance with the standards and formats prescribed by the State Auditor in Memorandum NGO-2 "Grantee Audit Reports." If the Grantee receives $500,000 or more in FEDERAL awards during its fiscal year from any source, including federal funds passed through the State or other grantors, it must obtain a single audit or program-specific audit conducted in accordance with the Federal Office of Management and Budget’s Circular A-133 “Audits of States, Local Government and Non-Profit Organizations.” If the above amounts are not met by one single funding agency, but rather any combination of funding agencies, then the appropriate reports shall be sent to the Office of the State Auditor and to the Agency. Also, a corrective action plan for any audit findings and recommendations must be submitted along with the audit report or within the period specified by the applicable OMB Circular or Memorandum.

9. Payment Provisions:

The Agency reimburses the Grantee for actual allowable expenditures with the Agency retaining a minimum of ten percent (10%) of the Agency’s funds until all required activities are completed and reports/deliverables are received and accepted by the Agency. An allowable expenditure is defined as one associated with work performed to meet the milestones that have been addressed during the specific reporting period. The Agency may withhold payment on invoices when the Grantee fails to accomplish the milestones stated in Attachment C.

10. Invoices: The Grantee submits invoices to the Agency Contract Administrator at least quarterly. The final invoice must be received by the Agency within 45 days after the end of the contract period.

Amended or corrected invoices must be received by the Agency’s Office of the Controller within six months after the end of the contract period. The Agency will not pay any invoice received more than 6 months after the end of the effective period.

11. Contract Administrators: Each Party submits notices, questions and correspondence to the other Party’s Contract Administrator. The name, address, telephone number, fax number, and email address of the Parties’ initial Contract Administrators are set out below. Either Party may change the name, address, telephone number, fax number, or email address of its Contract Administrator or Principal Investigator or Key Personnel by giving timely written notice to the other Party.

Any changes in the scope of the contract which increase or decrease the Grantee’s compensation are not effective until approved in writing by the Agency’s Head or Authorized Agent.

<table>
<thead>
<tr>
<th>Agency Contract Administrator:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Robert Taylor</td>
</tr>
<tr>
<td>Division of Environmental Assistance and Customer Service</td>
</tr>
<tr>
<td>1639 Mail Service Center</td>
</tr>
<tr>
<td>Raleigh, NC 27699-1639</td>
</tr>
<tr>
<td>Telephone: (919) 707-8139</td>
</tr>
<tr>
<td>Email: <a href="mailto:rob.taylor@ncdenr.gov">rob.taylor@ncdenr.gov</a></td>
</tr>
</tbody>
</table>
12. **Grantee Principal Investigator or Key Personnel**: The Grantee shall not substitute the Principal Investigator or key personnel assigned to the performance of this contract without prior approval by the Agency Contract Administrator.

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

14. **Disbursements**: As a condition of this Contract, Grantee acknowledges and agrees to make disbursements in accordance with the following requirements:

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

15. **Outsourcing**: The Grantee certifies that it has identified to the Agency all jobs related to the Contract that have been outsourced to other countries, if any. Grantee further agrees that it will not outsource any such jobs during the term of this Contract without providing notice to the Agency and obtaining written approval from the Agency Contract Administrator prior to outsourcing.

16. **Assurances For Non-Federally Funded Contracts**: The GRANTEE certifies that with regard to:

1. **Debarment And Suspension** - To the best of its knowledge and belief that it and its principals:
   
   (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local government agency;
   
   (b) have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
   
   (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
(1) Taking appropriate personnel action against such an employee, up to and including termination; or
(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f), above.


5. Will comply, as applicable, with the provisions of the Wage and Hour Act, Occupational Safety and Health Act of North Carolina, Controlled Substance Examination Regulation, Retaliatory Employment Discrimination, Safety and Health Programs and Committees, Workplace Violence Prevention, and other applicable provisions of Chapter 95 of the North Carolina General Statutes regarding labor standards.

6. Will comply with all applicable requirements of all other federal, state and local government laws, executive orders, regulations and policies governing this program.
17. Signature Warranty:

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

N.C.G.S. §133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you (Grantee) attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

IN WITNESS WHEREOF, the Grantee and the Agency execute this agreement in two (2) originals, one (1) of which is retained by the Grantee and one (1) of which are retained by the Agency, the day and year first above written.

HARNETT COUNTY

By __________________________ _
Grantee’s Signature

Typed / Printed Name

Title

NORTH CAROLINA DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES

John E. Skvarla, III, Secretary

By __________________________ __
Department Head's Signature or Authorized Agent

Michael G. Bryant, Section Chief

Type / Printed Name and Title

Financial Services Division/Purchasing and Contracts Section

Division/Section

ORIGINAL
Relationships of the Parties

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

Subcontracting: To subcontract work to be performed under this contract which involves the specialized skill or expertise of the Grantee or his employees, the Grantee first obtains prior approval of the Agency Contract Administrator. In the event the Grantee subcontracts for any or all of the services or activities covered by this contract: (a) the Grantee is not relieved of any of the duties and responsibilities provided in this contract; (b) the subcontractor agrees to abide by the standards contained herein or to provide such information as to allow the Grantee to comply with these standards, and; (c) the subcontractor agrees to allow state and federal authorized representatives access to any records pertinent to its role as a subcontractor.

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

Assignment: The Grantee may not assign the Grantee’s obligations or the Grantee’s right to receive payment hereunder. However, upon Grantee’s written request approved by the issuing purchasing authority, the Agency may:

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

Such approval and action does not obligate the State to anyone other than the Grantee and the Grantee remains responsible for fulfillment of all contract obligations.

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

Indemnification: In the event of a claim against either party by a third party arising out of this contract, the party whose actions gave rise to the claim is responsible for the defense of the claim and any resulting liability, provided that a party may not waive the other party’s sovereign immunity or similar defenses. The parties agree to consult with each other over the appropriate handling of a claim and, in the event they cannot agree, to consult with the Office of the Attorney General.

Default and Termination

Termination by Mutual Consent: Either party may terminate this agreement upon thirty (30) days notice in writing from the other party. In that event, all finished or unfinished documents and other materials, at the option of the Agency, shall be submitted to the Agency. If the contract is terminated as provided herein, the Grantee is paid in an amount which bears the same ratio to the total compensation as the services actually performed bear to the services of the Grantee covered by this agreement; for costs of work performed by subcontractors for the Grantee provided that such subcontracts have been approved as provided herein; or for each full day of services performed where compensation is based on each full day of services performed, less payment of compensation previously made. The Grantee repays to the Agency any compensation the Grantee has received which is in excess of the payment to which he is entitled herein.

Termination for Cause: If, through any cause, the Grantee fails to fulfill in timely and proper manner the obligations under this agreement, the Agency thereupon has the right to terminate this contract by giving written notice to the Grantee of such termination and specifying the reason thereof and the effective date thereof. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Grantee, at the option of the Agency, be submitted to the Agency, and the Grantee is entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. The Grantee is not relieved of liability to the Agency for damages sustained by the Agency by virtue of any breach of this agreement, and the Agency may withhold payment to the Grantee for the purpose of set off until such time as the exact amount of damages due the Agency from such breach can be determined.

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

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

(1) "Agency" (as used in the context of the definitions below) means and includes 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. For other purposes in this Contract, "Agency" means the entity identified as one of the parties hereto.

(2) "Audit" means an examination of records or financial accounts to verify their accuracy.

(3) "Certification of Compliance" means a report provided by the Agency to the Office of the State Auditor that states that the Grantee has met the reporting requirements established by this Subchapter and included a statement of certification by the Agency and copies of the submitted grantee reporting package.

(4) "Compliance Supplement" refers to the North Carolina State Compliance Supplement, maintained by the State and Local Government Finance Agency within the North Carolina Department of State Treasurer that has been developed in cooperation with agencies to assist the local auditor in identifying program compliance requirements and audit procedures for testing those requirements.

(5) "Contract" means a legal instrument that is used to reflect a relationship between the agency, grantee, and sub-grantee.

(6) "Fiscal Year" means the annual operating year of the non-State entity.

(7) "Financial Assistance" means assistance that non-State entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance. Financial assistance does not include amounts received as reimbursement for servicesrendered to individuals for Medicare and Medicaid patient services.

(8) "Financial Statement" means a report providing financial statistics relative to a given part of an organization's operations or status.

(9) "Grant" means financial assistance provided by an agency, grantee, or sub-grantee to carry out activities whereby the grantor anticipates no programmatic involvement with the grantee or sub-grantee during the performance of the grant.

(10) "Grantee" has the meaning in G.S. 143-6.2(b): a non-State entity that receives a grant of State funds from a State agency, department, or institution but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission. For other purposes in this Contract, "Grantee" shall mean the entity identified as one of the parties hereto. For purposes of this contract, Grantee also includes other State agencies such as universities.

(11) "Grantor" means an entity that provides resources, generally financial, to another entity in order to achieve a specified goal or objective.

(12) "Non-State Entity" has the meaning in N.C.G.S. 143-6.2(a)(1): A firm, corporation, partnership, association, county, unit of local government, public authority, or any other person, organization, group, or governmental entity that is not a State agency, department, or institution.

(13) "Public Authority" has the meaning in N.C.G.S. 143-6.2(a)(3): A municipal corporation that is not a unit of local government or a local governmental authority, board, commission, council, or agency that (i) is not a municipal corporation and (ii) operates on an area, regional, or multiunit basis, and the budgeting and accounting systems of which are not fully a part of the budgeting and accounting systems of a unit of local government.

(14) "Single Audit" means an audit that includes an examination of an organization's financial statements, internal controls, and compliance with the requirements of Federal or State awards.

(15) "Special Appropriation" means a legislative act authorizing the expenditure of a designated amount of public funds for a specific purpose.

(16) "State Funds" means any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State funds include federal financial assistance received by the State and transferred or disbursed to non-State entities. Both Federal and State funds maintain their identity as they are sub-granted to other organizations. Pursuant to N.C.G.S. 143-6.2(b), the terms "State grant funds" and "State grants" do not include any payment made by the Medicaid program, the Teachers' and State Employees' Comprehensive Major Medical Plan, or other similar medical programs.

(17) "Sub-grantee" has the meaning in G.S. 143-6.2(b): a non-State entity that receives a grant of State funds from a grantee or from another sub-grantee but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.
Availability of Funds: The parties to this Contract agree and understand that the payment of the sums specified in this Contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Agency.

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

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

Intellectual Property Rights

Copyrights and Ownership of Deliverables: Any and all copyrights resulting from work under this agreement shall belong to the Grantee. The Grantee hereby grants to the North Carolina Department of Environment and Natural Resources a royalty-free, non-exclusive, paid-up license to use, publish and distribute results of work under this agreement for North Carolina State Government purposes only.

Compliance with Applicable Laws

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

Equal Employment Opportunity: The Grantee understands and agrees that it is subject to compliance with all federal and State laws relating to equal employment opportunity.

Confidentiality

Confidentiality: As authorized by law, the Grantee keeps confidential any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Grantee under this agreement and does not divulge or make them available to any individual or organization without the prior written approval of the Agency. The Grantee acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this Contract or without the prior written approval of the Agency.

Oversight

Access to Persons and Records: The State Auditor and the using agency’s internal auditors shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-84.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and internal auditors may audit the records of the contractor during the term of the contract to verify accounts and data affecting fees or performance). The Contractor shall retain all records for a period of three years following completion of the contract or until any audits begun during this period are completed and findings resolved, whichever is later.

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

Time Records: The Grantee will maintain records of the time and effort of each employee receiving compensation from this contract, in accordance with the appropriate OMB circular.

Miscellaneous

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

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

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this Contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Contract shall remain in full force and effect.
Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

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

Care of Property: The Grantee agrees that it is responsible for the proper custody and care of any State owned property furnished him for use in connection with the performance of his contract and will reimburse the State for its loss or damage.

Ownership of equipment purchased under this contract rests with the Agency. Upon approval of the Agency Contract Administrator, such equipment may be retained by the Grantee for the time the Grantee continues to provide services begun under this contract.

Travel Expenses: All travel, lodging, and subsistence costs are included in the contract total and no additional payments will be made in excess of the contract amount indicated in above. Contractor must adhere to the travel, lodging and subsistence rates established in the Budget Manual for the State of North Carolina.

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

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

Recycled Paper: The Grantee ensures that all publications produced as a result of this contract are printed double-sided on recycled paper.

Sovereign Immunity: The Agency does not waive its sovereign immunity by entering into this contract and fully retains all immunities and defenses provided by law with respect to any action based on this contract.

Gratuitues, Kickbacks or Contingency Fee(s): The parties certify and warrant that no gratuities, kickbacks or contingency fee(s) are paid in connection with this contract, nor are any fees, commissions, gifts or other considerations made contingent upon the award of this contract.

Lobbying: The Grantee certifies that it (a) has neither used nor will use any appropriated funds for payments to lobbyist; (b) will disclose the name, address, payment details, and purpose of any agreement with lobbyists whom the Grantee or its sub-tier contractor(s) or sub-grantee(s) will pay with profits or non-appropriated funds on or after December 22, 1988; and (c) will file quarterly updates about the use of lobbyists if material changes occur in their use.

By Executive Order 24, issued by Governor Perdue, and N.C. G.S.§ 133-32: It is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor’s Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

1) have a contract with a governmental agency; or

2) have performed under such a contract within the past year; or

3) anticipates bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24.
Abandoned Manufactured Homes Grant Program
APPLICATION GUIDELINES
N.C. Department of Environment and Natural Resources
Division of Environmental Assistance and Customer Service

The purpose of this grant program is to assist counties with implementing Abandoned Manufactured Home Clean-up Programs. The Division of Environmental Assistance and Customer Service (DEACS) administers the Abandoned Manufactured Home (AMH) Grant Program through the Solid Waste Management Outreach Program.

With the release of these application guidelines, DEACS is accepting applications for grant funding from North Carolina counties seeking to participate in the Abandoned Manufactured Homes Grant Program. Applicants should carefully read this entire document prior to submitting an application. Potential applicants are strongly encouraged to contact David Hance, AMH Grant Program Administrator, at (919) 707-8122, david.hance@ncdenr.gov, or Rob Taylor, Local Government Team Leader at (919) 707-8139, rob.taylor@ncdenr.gov.

Eligible Entities:
Only North Carolina counties are eligible for funding through the AMH Grant Program.

Planning Requirements:
Previously existing planning requirements addressing abandoned manufactured homes were altered by Session Law 2013-409. It is no longer necessary for a county to address abandoned manufactured homes in a comprehensive solid waste management plan. Still, for a county to be eligible for AMH Grant Program funding, the county must have a specific written plan for the management of abandoned manufactured homes. At a minimum, this written plan must address the following four items:

- A method by which the county proposes to identify abandoned manufactured homes in the county, including, without limitation, a process by which manufactured homeowners or other responsible parties may request designation of their home as an abandoned manufactured home.
- A plan for the deconstruction of these abandoned manufactured homes.
- A plan for the removal of the deconstructed components, including mercury switches from thermostats, for reuse or recycling, as appropriate.
- A plan for the proper disposal of abandoned manufactured homes not deconstructed.

When applying for an AMH Grant, applicants must provide a copy of their written plan for the management of abandoned manufactured homes. This plan must address each of the four required provisions listed above.

Available Funding:
The amount of funding available through an AMH Grant is determined by the a county’s designation by the N.C. Department of Commerce as a development Tier 1, 2, or 3 area (map of tier designations) as set forth by G.S. 143B-437.08.

- Counties designated as development Tier 1 or 2 are eligible for a total AMH Grant Program award of up to $26,500, consisting of a $16,000 base award, an $8,000 supplemental award, and a $2,500 one time planning grant, which is only available to first-time applicants. Planning grants may be used to support the development of a County’s written plan for the management of abandoned manufactured homes and/or to identify and inventory the number abandoned manufactured homes in a community. Planning grants may be separate from or incorporated into the initial AMH Grant Program application and contract. Please contact David Hance, 919-707-8122 or david.hance@ncdenr.gov for application guidelines if you are interested in applying for a stand-alone AMH planning grant prior to or separately from applying for funds to manage deconstruction.
- Counties designated as development Tier 3 are eligible for a total AMH Grant Program award of up to $16,000. Tier 3 counties are not eligible for supplemental funds or planning grants.

Revised January 2014
The following table summarizes the levels of AMH Grant Program funding available:

<table>
<thead>
<tr>
<th>AMH Grant Funding Availability</th>
<th>Tier 1 or 2 County</th>
<th>Tier 3 County</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maximum Grant Funding, first time applicant</td>
<td>$26,500</td>
<td>$16,000</td>
</tr>
<tr>
<td>Maximum Grant Funding, repeat applicant</td>
<td>$24,000</td>
<td>$16,000</td>
</tr>
</tbody>
</table>

Counties are directed by statute to pursue sharing of the cost of managing AMH units with responsible parties. Counties should attempt to recover costs in excess of $1,000 from the responsible party prior to seeking reimbursement of grant funds. The steps required for recovering costs from responsible parties are outlined in G.S. 130A-309.114 subsection c. For more information on the amount of grant funding available for the deconstruction of individual units, please see the section of this document titled “Reimbursement.”

AMH Grant Program Reporting Requirements:
Any county that receives funding from the AMH Grant Program will be required to complete two (2) different reports.
- Fiscal Year Progress Report – This report is due on August 1st for each fiscal year ending June 30th during which an AMH grant contract has been in place. If the grant contract term bridges two fiscal years, then a separate Fiscal Year Progress Report will be required for each fiscal year. To receive detailed information and the format for the Fiscal Year Progress Report, please contact David Hance at david.hance@ncdenr.gov, 919-707-8122, or Rob Taylor at rob.taylor@ncdenr.gov, 919-707-8139.
- AMH Grant Program Final Report – All grantees must complete and submit an AMH Grant Program Final Report. This report is due on or before the grant contract end date. A draft of the AMH Grant Program final report should be submitted 30 days prior to the grant contract end date, and a final version must be received by the end of the grant contract term. For more information about the AMH Grant Program Final Report including final report format and guidelines, please see the DEACS Abandoned Manufactured Homes web page: http://portal.ncdenr.org/web/deao/recycling/amh.

Conditions on Submittal of Grant Application:
- Applicants with delinquencies on existing DEACS grants will not be considered for funding until such delinquencies are corrected.
- All applicants selected for funding will undergo a compliance review to ensure that they do not have any outstanding Notices of Violation (NOV) related to North Carolina solid waste statutes and rules. Outstanding NOVs must be corrected to the satisfaction of the N.C. Division of Waste Management (DWM) prior to any grant being awarded. Applicants with outstanding NOVs are responsible for providing DEACS with information from DWM indicating that the community is in compliance and that the NOVs have been corrected before a grant contract can be initiated.
- Applicants that have failed to complete and submit the required Local Government Solid Waste and Materials Management Annual Report will not be considered for funding.
- As a condition of grant award, DEACS may work with applicants to revise initially submitted proposals before entering into a contract. Any changes to initial proposals must be approved by DEACS and the applicant, and the resultant final grant application will become an attachment to the Grant Contract.

Funding Period:
Applications to the AMH Grant Program will be accepted on an ongoing basis, and will generally be funded in the order received. Grant contracts will be initiated only after all application requirements are met. First time applicants and Tier 1 and Tier 2 counties will receive priority over return applicants or Tier 3 counties. In the event that funding is not available when an application is submitted, DEACS will place applicants on a waiting list in the order in which applications were received and approved, and will initiate the contract as soon as funds become available.

Revised January 2014
AMH Grant Contracts will be written for the minimum contract term of one (1) year and a maximum contract term of two (2) years. Applicants should carefully consider the need and demand for AMH deconstruction in their community as they develop their grant timeline and submit their grant application. Grantee must expend grant funds within the grant contract term unless the term is extended by written agreement between the grantee and the N.C. Department of Environment and Natural Resources. Requests for no-cost time extensions should be submitted to the division at least sixty (60) days prior to the contract expiration date. No more than two (2) extensions will be allowed for any particular AMH Grant Contract.

**AMH Grant Program Application Requirements:**
The following outlines the mandatory components of the AMH Grant Program application:

1. **Contact Information,** including:
   - Name and title of main contact
   - Organization
   - Address
   - Phone number
   - Fax number
   - E-mail address
   - County's Federal Employer Identification Number (EIN)

2. **AMH Program Description:** Application must include a detailed description of the County’s AMH Program. Copies of county ordinances and program materials addressing abandoned manufactured homes may be attached to a grant application but shall not substitute for a description of each of the following program elements:
   - An estimate or projection of the number of AMH units intended to be managed during the grant term and the length of grant term requested (one to two years).
   - A description of the program approach to sharing the cost of deconstruction with responsible parties and a description of the process for recovery of funds from responsible parties.
   - A description of the program approach to deconstruction operations. Will deconstruction activities be performed by county staff or a contractor? Will county staff oversee or supervise deconstruction activities? Will non-recycled deconstruction debris be directed to a specific facility for disposal?
   - A plan for meeting basic recycling requirements when managing AMH units, at a minimum including the recycling of all metals, including siding, roofing, chassis, and window frames.
   - A plan for removal and proper management of mercury thermostats.
   - A plan for the removal and proper management of fluorescent lights.
   - A plan for the removal and proper management of white goods, tires and other materials banned from disposal in North Carolina.
   - A plan for gathering and tracking program data including the number of units managed and the tonnage and types of materials recycled and disposed for each unit (data on materials landfilled and recycled is required to be included for each project when seeking reimbursement of grant funds).

3. **Implementation Timeline for AMH Program:** Application must specify desired length of contract sought and the projected dates of grant contract term. Timeline section should include text describing the timing of the county’s general AMH program implementation history, the timing for the process for identifying AMH Units for deconstruction, and the timing of the process for the selection of the vendor(s) or contractor(s) that will perform deconstruction services (if applicable). Additionally, the timeline must include a bulleted list with key implementation dates for the following grant project elements:
   - Projected date of initiation of deconstruction activities during grant term; and
   - Final Report - timeline must indicate completion of Final Report before end of contract term (typically shown as last day of contract term).

4. **Program Budget:** Application must provide a budget that identifies key program expense and revenue elements and should project the total amount of expenses and revenues anticipated during the grant contract. Please include anticipated AMH Grant Program funds as one of the revenue elements. It is preferred that the budget be submitted in the form of two tables, one for expenses and one for revenues. Expenses and revenues should be estimated for individual AMH units. Please see sample application published on AMH Website:
http://portal.ncdenr.org/web/deao/recycling/amh, or contact AMH Program Administrator, David Hance for more information. Budgets should include the following details:

- **Expenses:** Provide estimated-per unit expenses and the number of AMH units projected to be deconstructed during the grant term. Typical expense items may include program promotion and advertising, program supplies and equipment, contractor costs for deconstruction/disposal, landfill tipping fees, hazardous materials handling costs, and program administration costs (local labor and/or fees paid to consultants or third party administrators). If your program intends to seek grant funds for the support of program administrative costs, please provide detail. Applicants that do not include administrative costs in their program budget will not be eligible for the reimbursement of administrative expenses.

- **Planning Grant:** If applying for the one time planning grant, please include planning cost projections as part of your expense budget. Planning elements may include costs such as identification and inventory of AMH units in the county, AMH mapping, program equipment, and administrative costs associated with establishing AMH program including establishing the required written plan for the management of abandoned manufactured homes.

- **Revenues:** Provide estimated per-unit revenues and the projected number of units to be deconstructed during the grant term. Typical revenue items that should be included in the revenue budget may include responsible party fees and/or application fees charged to property owners or responsible parties, sales of recyclable materials (if applicable), local contributions to the AMH program (supplemental funds from local budget, if any), and anticipated AMH Grant Program revenues (amount of requested grant). Please note that the statutes governing the AMH program require DENR to place a strong emphasis on cost recovery from responsible parties. Counties applying to the AMH Grant program are expected to articulate their approach to seeking funds from responsible parties in their AMH Program Description (application requirement #2), and to include an estimate of those revenues (if any) as a part of the program budget.

5. **Written Plan for the Management of Abandoned Manufactured Homes:** provide a copy of county’s written plan for the management of abandoned manufactured homes. See Planning Requirements section on page 1 of this document for more information.

**How to Submit Applications:**
Applicants must submit proposal/application for an AMH Program Grant electronically to david.hance@ncdenr.gov. Reminder - please submit electronic versions of documents as Microsoft Word (preferred) or Adobe (PDF) attachments.

If electronic submission is not possible, please contact David Hance for further information/instructions by calling 919-707-8122 or emailing at david.hance@ncdenr.gov.

Grant contracts will not be initiated until all application requirements are met.

**Reimbursement:**
Distribution of AMH Grant Program funds is on a reimbursement basis. Requests for reimbursements must be submitted to DEACS using the invoicing format provided by DEACS and found on the AMH Website at http://portal.ncdenr.org/web/deao/recycling/amh under “Grant Program Reimbursement Documents.” Copies of the reimbursement forms may also be requested by contacting david.hance@ncdenr.gov. Each reimbursement request must consist of two documents, a Reimbursement Invoice and a Project Summary. The Project Summary describes the details of the deconstruction of an individual AMH unit, and the Reimbursement Invoice is used to package and request reimbursement for multiple deconstruction projects at one time.

The amount of grant funding available is based on a county’s designation as a development Tier 1, 2, or 3 area at the time of the application to the AMH Grant Program and is also based on the size of the mobile home unit deconstructed (single wide, double wide or triple wide).

- Tier 1 and Tier 2 Counties – counties designated as development Tier 1 or Tier 2 are eligible for supplemental funds to assist with the disposition of abandoned manufactured homes. The AMH Grant
Program reimbursement schedule allows for Tier 1 and Tier 2 counties to be reimbursed $1,000 for the management of single wide units plus a supplemental reimbursement. Counties are encouraged to seek program cost savings through operation efficiencies and to recover costs in excess of $1,000 from responsible parties prior to using supplemental funds. When applying for an AMH Grant, the applicant’s AMH Program Description must describe the approach towards seeking funds from responsible parties. Reimbursement of supplemental funds is made at the discretion of DEACS. The maximum reimbursement schedule for Tier 1 and Tier 2 counties is as follows:

- Single wide = $1,500
- Double wide units = $2,500
- Triple wide units = $3,000

Tier 3 Counties – for counties designated as development Tier 3, the maximum reimbursement schedule is as follows:

- Single wide = $1,000
- Double wide units = $2,000
- Triple wide units = $3,000

Apart from planning grants, reimbursement will only be made for operating expenses directly related to the management of abandoned manufactured homes. If a county is using a contractor for deconstruction operations, documentation of disposal/deconstruction costs will be through contractor invoices, tipping fee invoices, and general full cost accounting. If the program is run internally, documentation of costs will be through full cost accounting of program expenses using an accounting methodology agreed upon by the county and DEACS. If a third party is administering or operating aspects of the AMH program, reasonable fees paid for program administration will be considered reimbursable, and details of anticipated administrative costs should have been provided as a part of the county’s program budget in the grant application.

As noted above, requests for reimbursements must be submitted using the required format provided by DEACS. Grantees are not required to submit proof of payment when requesting reimbursement, but documentation of payment prior to requesting reimbursement of grant funds and documentation of all program expenses and revenues must be kept on file by the grantee. Proof of payment may include copies of invoices that have been approved for payment, statements from vendors indicating receipt of payment, copies of canceled checks, and/or account reports or general ledger statements indicating financial transactions.

In order to minimize the amount of time spent managing reimbursements, requests for reimbursement should be submitted on a quarterly basis or when a grantee has accumulated a minimum of 6 deconstructed units. DEACS may make exceptions to this on a case-by-case basis.

Reimbursed funds are generally released between 15 and 30 days after a reimbursement request is received by DEACS. Reimbursements may be paid electronically. NOTE: Any expenses incurred before a contract is signed by both DENR and the grant recipient are not reimbursable.

Information for Current or Previous AMH Grantees Considering Reapplication:

- There is no limit on the number of times a county can participate in the AMH Grant Program, but in order to be eligible to reapply a county must be in good standing with the AMH Grant Program and with other grant programs operated by DEACS, and the county must be in compliance with all solid waste statutes and rules as determined by the N.C. Division of Waste Management.
- Re-applications will not be accepted until the expiration date of the previous grant has passed.
- Re-applicants are not eligible for the $2,500 Planning Grant.
- When allocating program funding, first time applicants to the program may take priority over re-applicants.

Other General Terms and Conditions:
All grantees are subject to the following terms and conditions. Additional terms and conditions will be outlined in the resultant grant contract.
• **EIN and NC E-Procurement Registration** – Grantees will be required to provide the local government’s Federal Employer Identification Number (EIN) and to register with the state’s NC E-Procurement system before a contract can be initiated. You may register for NC E-Procurement using the following link: [http://eprocurement.nc.gov/](http://eprocurement.nc.gov/)

• **Publications** – Documents and publications associated with a grant contract should be printed on recycled paper containing at least 30 percent post-consumer content.

• **Reporting Requirements** – There are two separate reporting requirements associated with the AMH Grant Program. Please see page 2 of this document for more information.

• **Extensions** – No-cost time extensions are possible but not guaranteed for grant contracts. Grantees seeking no-cost time extensions should submit a request for a time extension at least sixty (60) days prior to the contract end date. The request for an extension must indicate how long the grantee is seeking to extend the project and the reason that the extension is being requested (i.e., why the project cannot be completed on-time). Any request for an extension must include a new timeline of project milestones and payments, as well as a new budget (if budget changes are also being requested). DEACS reserves the right to decline any request for extension that is not initiated at least sixty (60) days prior to the contract end date. AMH Grants are limited to no more than two (2) no-cost time extensions.

• **Final 10 Percent of Funds** – DEACS will continue to reimburse grantees until 90 percent of the award amount has been expended. The final 10 percent of grant funds will be held until an acceptable final grant contract report has been received by DEACS.

• **Program Structure** – Counties may develop AMH clean-up programs that are mandatory, voluntary or any combination thereof. Counties are encouraged to develop programs that incorporate both voluntary and mandatory components. Counties are also strongly encouraged to incorporate up-front cost recovery practices into their programs to ensure that the most efficient and effective use of state grant funding is achieved. Counties may directly conduct clean-up of abandoned manufactured home units or may contract with a private entity or another unit of local government to conduct clean-up operations.

• **Record Keeping** – Comprehensive record keeping is required for continued participation in the AMH Grant Program. At a minimum, counties should maintain records including information on all program costs incurred by the county, proof of payment for program-related expenses, all costs recovered, tonnage of material disposed, tonnage and types of materials recycled, the final disposition of mercury thermostats, and “before” and “after” photos of each deconstruction site. These records should be maintained on a unit by unit basis. Failure to maintain these records may result in decreased reimbursement from DEACS and loss of eligibility to participate in the AMH Grant Program.
Harnett County Abandoned Manufactured Home Planning Initiative

Project AMPI

AMH Grant Program Application

February 2014

Harnett County Planning Services

Randy Baker, CZO

108 East Front Street

PO Box 65

Lillington, NC 27546

(910) 893-7525

Fax (910) 814-6459

rbaker@harnett.org
1. Harnett County Contact Information

Contacts:

Joseph Jefferies  
Deputy County Manager

Mark Locklear  
Director of Planning Services

Randy Baker (Coordinator and Main Point-of-Contact for the Harnett County AMH Grant Application)  
Senior Zoning Inspector  
Project AMPI Coordinator

Organization:

Harnett County Planning Services

Address:

Randy Baker  
PO Box 65  
118 E. Front Street  
Lillington, NC 27546

Phone Number:

(910) 893-7525  
(910) 814-6417 – Direct Contact Number

Fax Number:

(910) 814-6459

E-mail Address:

rbaker@harnett.org
2. AMH Program Description

- **An estimate or projection of the number of AMH units intended to be managed during the grant term and the length of grant term requested (one to two years).**

The program coordinator is currently engaged in the daily activities of identifying abandoned manufactured homes and arranging the proper demolition, removal, and recycling of such homes and materials. The sixteen (16) homes during the grant cycle. This estimate is based on the program history and the average number of homes detected by staff. All projects performed under the AMH removal program will utilize grant funding to finance all unrecoverable costs associated with the project. It is Harnett County's goal to complete a minimum of sixteen (16) AMH removal projects with the timeframe specified within the grant contract period. Harnett County requests that the term of this grant be for a period of two years.

- **A description of the program approach to sharing the cost of deconstruction with responsible parties and a description of the process for recovery of funds from responsible parties.**

The Harnett County abandoned manufactured home program referred to as Project AMPI or the “Abandoned Manufactured Home Planning Initiative” was implemented in 2004. The Abandoned Manufactured Home Planning Initiative is designed to act as a management program for the reduction and proper disposal of abandoned manufactured homes. The program offers financial and personnel support to remove the units from properties located throughout Harnett County. Measures are taken to ensure that all demolition debris is properly disposed of, or recycled at certified recycling centers. The goal of the program is to reduce the number of properties that pose a threat to the health, safety, and general welfare of the citizens of Harnett County. Through proper demolition, removal, and recycling of abandoned manufactured homes, citizens enjoy the benefits of protected property values, increased safety, and environmentally friendly communities. The program is limited to the removal of one (1) home per parcel. Acceptance into the program is based upon a site inspection and the discretion of Harnett County Planning Services. Homes that have suffered fire damage or are located within a manufactured home park, are not eligible for this program. The current guidelines of the program require a financial contribution from the property owner. The property owner is required to pay a base fee amount prior to any deconstruction of the home. It is estimated that the average base fee paid by
homeowners will be $350.00 per demolition. Once deconstruction has been completed, the property owner is required to pay all fees that are generated from disposal of unrecyclable materials. In addition, county staff inspectors proactively search for manufactured homes that meet the classification of an abandoned manufactured home.

- **Description of the program approach to deconstruction operations.** Will deconstruction activities be performed by county staff or a contractor? Will county staff oversee or supervise deconstruction activities? Will non-recycled deconstruction debris be directed to a specific facility for disposal?

Harnett County contracts with approved demolition contractors to perform the deconstruction and removal of abandoned manufactured homes. Contractors operate under a Scope of Services Agreement that specifies the Standard Operating Procedures for deconstruction, removal, and recycling of specified materials. Demolition contractors are utilized as a resource that will provide all deconstruction, removal, and recycling efforts of the program. Contractors must undergo a background check and be preapproved before being awarded any projects. Contractors must agree to abide by a scope of services agreement before deconstruction services can be rendered. Harnett County shall seek a bid from each of the prequalified contractors to perform deconstruction and removal of the approved AMH projects. Currently, Harnett County has two (2) pre-qualified contractors that actively bid of such projects. Both of the following companies would be subject to receiving funds depending on their respective bids. (Johnny Holder DBA / JKH Trucking and Bob Taylor DBA / Taylor’d Lumber). Prior to deconstruction, contractors are required to perform an inspection to detect and properly remove any materials that are considered hazardous. Staff has the ability to perform unannounced inspections during this process to verify proper actions are being taken. Public education efforts are made through public notices, flyers, brochures, newspaper articles, and outreach efforts through other agencies as well as local municipalities.

- **A plan for meeting basic recycling requirements when managing AMH units, at a minimum including the recycling of all metals, including siding, roofing, chassis, and window frames.**

All recyclable materials such as metals and steal that are delivered to a recycle facility must be reported. The classification, weight, and destination of recycled materials must be reported at the end of the project. Contractors are authorized to retain all funds generated from recycled materials that are associated with the deconstruction of homes. This approach has resulted in an increase in recycling efforts by the
contractors. All metallic materials and other items that can be returned to the open market are separated from disposal debris and sent to recycling scrap yards. Other debris including non-hazardous materials is delivered to the county’s facilities at Dunn-Erwin Transfer Station and at the Anderson Creek location.

- **A plan for removal and proper management of mercury thermostats**

All thermostats located within the homes are removed and packaged to prevent damage during the deconstruction process. Contractors must provide verification of removal and destination of such materials. Contractors are to report the removal and recycling of mercury switches or other hazardous materials located within the homes. Harnett County contracts with Chase Environmental Services to address hazardous products that can be recycled, including mercury. Thermostats from AMHs that are not sent to Chase Environmental Services will go to other area merchants such as a licensed HVAC dealers and installers. The county typically uses a local merchant known as the Tin Shop.

- **A plan for removal and proper management of fluorescent lights**

The procedure our contractors must use per county directives for the management of fluorescent lights (i.e. tubes, CFLs, mercury lamps, etc) is the same as for other mercury containing products shown above for thermostats and we use the same contractor.

- **A plan for removal and proper management of white goods, tires, and other materials banned from disposal in North Carolina**

All these materials will be handled in accordance with the “Written Plan” that Harnett County is required to submit under Section Number # 5 of this application on Pages 8 - 12 and its 10-Year Solid Waste Management Plan (2009 update). Tires and banned materials are removed from the home prior to deconstruction and properly disposed of in order to reduce the risk of contaminating and materials classified as deconstruction debris. All white goods are required to be removed by the property owner prior to any deconstruction. If any banned items like white goods containing recyclable metals are found at the site, the contractor will be required to send these to the appropriate construction and demolition landfill in the county. Any refrigerants or CFCs will be removed pursuant to applicable laws and guidance. If tires are encountered they will be
removed by the contractor and would go to Central Carolina Holdings LLC for scrap per the state's scrap tire program requirements.

- **A plan for gathering and tracking program data including the number of units managed and the tonnage and types of materials recycled and disposed for each unit (data on materials landfilled and recycled is required to be included for each project when seeking reimbursement of grant funds).**

The program utilizes a tracking system to monitor the progress of the program. A complete log of project data is recorded into the system. Information pertaining to project expenditures as well as disposal and recycling amounts are accessible through this tracking system. The tracking system enables Harnett County to submit quarterly reports, a fiscal year report the grant's progress, support reimbursement requests, and assist in developing information for a final report to the North Carolina Department of Environment and Natural Resources when called upon. For materials recycled or disposed of, the county will require contractors provide receipts of tip fees and weights of these materials for every unit deconstructed and removed. This information will be kept at Harnett County Planning Services and be available to the state staff upon request. The county will keep "before and after photos" of each deconstruction and keep this as part of its records as well.

3. **AMH Grant Timeline for Contract Period**

The contract for this grant has a projected two-year term from July 1, 2014 to June 30, 2016. Key dates for this project are as follows:

- July 1, 2014: Initiate AMH Grant Program Operations and Deconstruction Activities;
- June 30, 2016: Final Report with final reimbursements approved by DEACS

4. **Program Budget Information:**

The Harnett County abandoned manufactured home plan receives funding each fiscal year through funds generated from the collection of solid waste disposal fees. The budgetary concerns for the program are the continual rising cost of performing the deconstruction and proper disposal of the abandoned manufactured homes. While the property owners are responsible for the cost associated with the disposal fees, the
cost of demolition contractor services and expenditures associated with the management of the program rest solely on Harnett County. In preparing a budget for the program, staff identifies the cost of managing the program along with the expected cost that will be paid to contractors to perform the service of deconstruction and removal. The costs of disposal fees are also shown as expenditure due to the possibility that the funds may not be completely recovered. Any funds that are recovered from disposal fees are simply shown as revenue to the program. Harnett County being designated as a Tier 2 County, respectfully requests the maximum allowed amount of $24,000 in grant funding.

Costs submitted for reimbursement under the grant program consist of fees that cannot be recouped by Harnett County. These unrecoverable costs include contractor service fees and administrative costs shared by each project. The base fees shown in the “Program Revenues Table” below are used to cover a certain amount of tonnage collected in the deconstruction of a home. The following budget information is based on the anticipated removal of 16 abandoned manufactured homes consisting of singlewides and doublewides.

Grant Budget Tables:

<table>
<thead>
<tr>
<th>Program Expense</th>
<th>Per Unit</th>
<th>Projected @ (16) Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Deconstruction Service Fees</td>
<td>$1,375.00</td>
<td>$22,000.00</td>
</tr>
<tr>
<td>Disposal Fee (including Tipping Fees)</td>
<td>$650.00</td>
<td>$10,400.00</td>
</tr>
<tr>
<td>Program Maintenance Fees (Salaries, Vehicle, Computer, Etc...)</td>
<td>$867.50</td>
<td>$13,880.00</td>
</tr>
<tr>
<td><strong>Total Projected Expenditures</strong></td>
<td><strong>$2,892.50</strong></td>
<td><strong>$46,280.00</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Program Revenues</th>
<th>Projected @ (16) Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base Fees Collected</td>
<td>$6,400.00</td>
</tr>
<tr>
<td>Disposal Fees Collected</td>
<td>$10,400.00</td>
</tr>
<tr>
<td>Projected AMH Grant Revenue / Tier 2</td>
<td>24,000.00</td>
</tr>
<tr>
<td>Other Program Revenues from Harnett County In-Kind Contributions</td>
<td>$5,480.00</td>
</tr>
<tr>
<td><strong>Total Projected Revenue</strong></td>
<td><strong>$46,280.00</strong></td>
</tr>
</tbody>
</table>
5. **Written Plan for the Management of Abandoned Manufactured Homes:**

- A method by which the county proposes to identify abandoned manufactured homes in the county:

Harnett County's definition of "abandoned manufactured home" in part by the following definition: *"A manufactured home that is not being occupied as a dwelling and does not provide complete, independent living facilities for one (1) family, including permanent provisions for living, sleeping, eating, cooking, and sanitation; or a manufactured home that has not received the proper permits to be located within the County's jurisdiction; or a manufactured or mobile home that is a health or safety hazard as a result of the attraction of insects or rodents, conditions creating a fire hazard, dangerous condition constituting a threat to children, or frequent use by vagrants as living quarters in the absence of sanitary facilities; or Any structure which is a manufactured or mobile home that was designated and intended for residential or other uses, which has been vacant or not in active use, regardless of purpose or reason, for a two (2) year period and has been deemed a nuisance due to safety or general welfare".*

In addition, the county uses an inspection process to identify abandoned manufactured homes. Harnett County Planning Services representatives shall perform a site inspection to verify the status of a manufactured home. If the inspection reveals that the criteria of an abandoned manufactured home are present, the home will be declared as such. This inspection process is shown as follows:

**Involuntary Inspection**

A representative from Harnett County Planning Services may inspect properties that are detected during the course of performing daily duties that appear to meet the criteria of an abandoned manufactured home.

**Voluntary Inspection**

A representative from Harnett County Planning Services may inspect properties at the request of the property owner(s) for the purpose of applying for assistance to voluntarily remove an abandoned manufactured home.
- A plan for the removal of the deconstructed components, including mercury switches from thermostats, for reuse or recycling as appropriate.

With respect to deconstruction of abandoned manufactured homes (AMHs), the following shall apply to abandoned manufactured homes whether completely intact or partially deconstructed. The contractor shall attempt to remove any recyclable materials from the abandoned manufactured home prior to demolition. Recyclable materials may include but are not limited to: metal, glass, wood, plastics, and thermostats containing mercury switches. The contractor shall deconstruct the home in a manner to minimize airborne debris. The demolition debris shall be contained on-site in a manner that would not cause any adverse effects to adjoining properties. All materials must be delivered to a certified landfill or recycling center. The deconstruction process shall be carried out in a manner as to cause the least amount of disturbance or damage to the subject property.

Removal of all demolition debris from the site shall be performed by a vehicle capable of safely transporting materials from the demolition site to a certified landfill or recycling center. During transportation, all debris must remain covered with a tarp or fabric and shall be properly secured, so as not to allow any debris to fall from the vehicle. All debris from any of the deconstructed components must be removed from the property. Contractors must supply Harnett County with verification of removed materials illustrating the amount, type, and destination of all items generated from the site. The demolition contractors are required to level, compact, or fill any portion of the property that is affected by the deconstruction and removal of debris. The contractor shall take all measures possible to minimize any unnecessary disturbance of soil or vegetation on the property. The contractor is required to remove and replace any contaminated soil that results from the spillage of any fluids or hazardous materials from equipment associated with performing the demolition or removal of debris. A site inspection shall be conducted by a Harnett County representative to verify deconstruction of the AMH and that the current lot conditions meet the expectations of the County. A photograph is taken to illustrate the site before and after the project is completed.

All hazardous materials must be removed from the structure prior to deconstruction. Any such materials must be properly removed from the demolition site and transported to a center licensed to receive such materials. All hazardous must be removed from the site must be documented to verify proper removal, packaging, and transportation of such materials. The prequalified deconstruction contractors typically remove and deliver items such as mercury switches and fluorescent lighting fixtures to local dealers that conduct proper recycling campaigns. All hazardous materials requiring a higher level of specialized attention are directed to a hazardous materials
abatement company. Harnett County currently contracts with Chase Environmental for these types of specialized services. Any special wastes encountered at an AMH demolition site (such as tires, white goods, lead-acid batteries, used motor oil, household hazardous wastes, pesticides, or other wastes) will be handled pursuant to the methods outlined in the recent three-year update of Harnett County's 10-year Solid Waste Management Plan. This plan is identified in county records as "Solid Waste Management Plan – Harnett County Planning Area – July 1, 2009 – July 1, 2019". Most of these materials, particularly metals and white goods, will be managed at the Dunn-Enwin Transfer Station and/or the Anderson Creek Transfer/Landfill Facilities. Used motor oil is taken upon request by the county to Noble Oil Recyclers. Scrap tires are sent to Central Carolina Holdings LLC.

- A plan for the proper disposal of abandoned manufactured homes not deconstructed.

Manufactured home deemed abandoned and not deconstructed may be subject to actions specified in county ordinances and state law. All homes deconstructed in Harnett County must conform to the requirements of county ordinances and state rules for solid waste and code enforcement. This is regardless of whether or not the county or the owner of the AMH managed or initiated the demolition project. Work performed with respect to AMH demolitions must be consistent with the guidance contained in the Harnett County Solid Waste Management Plan and comply for county ordinances. Any actions taken by persons to cause or contribute to a violation may be addressed by legal actions.

Attachments:

**Attachment 1:**
- Property Owner Contract
- Contractor Contract
- Hazardous Material Transfer Request for Bid
- Disposal Log
- AMH Summary Invoice
- AMH Removal Verification (with Photos)

**Attachment 2:**
- Demonstration of Local Governments Knowledge of the AMHP Program in Harnett County
Attachment 1: Examples of Forms and Documents Used by Harnett County for AMPI Projects

Property Owner Contract

STATE OF NORTH CAROLINA  
COUNTY OF HARNETT

AGREEMENT AND RELEASE OF ALL CLAIMS

This Agreement and Release of All Claims (hereinafter referred to as "the Agreement") is hereby made and entered into by and among the County of Harnett (hereinafter referred to as "County") and ______________ (hereinafter referred to as "Property Owner"), all hereinafter sometimes collectively referred to as "the Parties".

WITNESSETH

WHEREAS, County has duly adopted a zoning ordinance which prohibits abandoned manufactured homes (as defined in Article XII Section 3.0 of the Harnett County Zoning Ordinance) in all zoning districts within Harnett County.

WHEREAS, County has instituted the Abandoned Manufactured-home Planning Initiative (hereinafter referred to as "AMPI" or "Project AMPI") to assist property owners in Harnett County with the deconstruction and removal of abandoned manufactured homes located in Harnett County as required by the Harnett County Zoning Ordinance.

WHEREAS, Property Owner is the owner of real property in Harnett County, North Carolina upon which a single-wide abandoned manufactured home is located.

WHEREAS, Property Owner is desirous of deconstructing and removing the abandoned manufactured home from the property and wishes to participate in Harnett County’s Project AMPI.
NOW, THEREFORE, in consideration of the promises and the payment and other considerations described below, the receipt and sufficiency of which are hereby acknowledged, the Parties to this Agreement do hereby agree as follows:

1. Upon execution of this Agreement by Property Owner, Property Owner shall pay and deliver to County the sum of THREE HUNDRED FIFTY DOLLARS AND 00/00 ($350.00) by check or money order made payable to Harnett County Planning for participation in Project AMPI.

2. In consideration of the payment by Property Owner to County, and upon acceptance into the AMPI program, County shall coordinate the destruction and removal of the abandoned single-wide manufactured home and identified as ________________ and located at ________________ by independent contractors selected by the County in its sole discretion.

3. Property Owner recognizes that the cost of landfill tipping fees up to and including eight (8) tons are included under Project AMPI for the disposal of the abandoned manufactured home. Property owner agrees to be responsible to pay the cost of all landfill tipping fees in excess of eight (8) tons which shall be billed pursuant to the Harnett County Solid Waste Management Fee Schedule as established by the Harnett County Board of Commissioners. The payment for landfill tipping fees in excess of eight (8) tons shall be received by the Harnett County Planning Department in full within thirty (30) days of billing.

4. Prior to deconstruction, Property Owner agrees to disconnect or cause all utilities to be disconnected including water and electricity, identify and mark septic system location and cause
reasonabe access to the abandoned manufactured home for trucks and heavy equipment. Property Owner further understands that all white goods and appliances must be removed from the abandoned manufactured home prior to deconstruction by the contractor. Property Owner further understands that other miscellaneous personal items may be left in the home for disposal, but said personal items will be destroyed in the deconstruction process and removed for disposal in the County landfill and Property Owner shall pay any excess tipping fees as described in paragraph three (3) above.

5. Property Owner agrees that any re-use of the site formerly occupied by the manufactured home as identified herein must comply with all applicable federal, State and Harnett County regulations.

6. Property Owner certifies that the manufactured home as identified herein was not brought into Harnett County for the purpose of being included in Project AMPI.

7. Property Owner certifies that the manufactured home as identified herein is not located within a manufactured home park.

8. In consideration of acceptance into Harnett County Project AMPI, the Property Owner and his agents, servants, successors, heirs, administrators, executors and assigns, do hereby fully release, remise, acquit and forever discharge and hold harmless the County of Harnett, its agents, servants, insurers and assigns from any and all claims in any way related to the identification, removal, transportation, storage or deconstruction of the abandoned manufactured home from the premises or property of Property Owner past, present, or future, as well as any and all claims, demands, actions or causes of action or suits of law or in equity of whatever kind or nature, whether based upon alleged contract, vicarious liability, or any other legal or equitable theory of recovery, past present or future,
which are now known or should have been known at the time of the signing of this Agreement, which are suspected to exist or reasonably should have been suspected to exist at the time of the signing of this Agreement, which are anticipated or reasonably should have been anticipated at the time of the signing of this Agreement or which have arisen or are now arising in connection with the events or transactions described in the above-referenced paragraphs. The effect of this paragraph is to be a general release of all claims as against the County of Harnett and all other claims that are now known or should have been known at the time of the signing of this Agreement.

9. It is expressly understood and agreed that this is a fully, final and complete general release as to Harnett County and that the terms of this Agreement may not be amended orally.

10. If any paragraph or part of this Agreement is found void or unenforceable, the remainder of this Agreement shall not be affected by such a finding.

11. This Agreement is binding on the Parties' successors in interest, heirs and assigns.

12. The undersigned have read this Agreement, and acknowledge that no promise or representation of any kind, other than as contained herein, has been made by the County of Harnett or anyone acting for it. The parties to this Agreement have relied fully and completely on their own judgment in executing this Agreement.

13. This Agreement shall be construed in accordance with the laws of the State of North Carolina, and may be executed on separate signature pages, which may be combined to make a complete agreement.

This the ____ day of ___________, 20__. 

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Attachment 1: Examples of Forms and Documents Used by Harnett County for AMPI Projects

BY: __________________________ (SEAL) (PROPERTY OWNER)

Sworn to and subscribed before me
this the _____ day of ________________, 2010.

__________________________
Notary Public’s Printed Name

_________________________, NOTARY PUBLIC
Notary Public’s Signature

My Commission expires: __________

COUNTY OF HARNETT

BY: ______________________________ (SEAL) DATE: __________
MARK LOCKLEAR
DIRECTOR OF PLANNING AND INSPECTIONS
Attachment 1: Examples of Forms and Documents Used by Harnett County for AMPI Projects

BY: ____________________________________________________________________(SEAL) DATE: __________

TOMMY BURNS
COUNTY MANAGER

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

________________________________________________________________________
COUNTY FINANCE OFFICER

APPROVED AS TO FORM
________________________________________________________________________
DATE

________________________________________________________________________
HARNETT COUNTY STAFF ATTORNEY

Equal Opportunity Employer. Harnett County is an equal employment opportunity employer. The County is a federal contractor, and therefore the provisions and affirmative action obligations of 41 CFR § 60-1.4(a), 41 CFR 60-741.5(a), and 41 CFR 60-250.4 are incorporated herein by reference, where applicable.
Attachment 1: Examples of Forms and Documents Used by Harnett County for AMP! Projects

Contractor Contract

STATE OF NORTH CAROLINA

COUNTY OF HARNETT

CONTRACT FOR DECONSTRUCTION AND REMOVAL

THIS CONTRACT FOR DECONSTRUCTION AND REMOVAL (hereinafter referred to as the "Contract"), made and entered into this ______ day of ______, 20__ by and between _______ hereinafter referred to as "Contractor", and County of Harnett, North Carolina, hereinafter referred to as "County".

WITNESSETH THAT:

WHEREAS, County has instituted the Abandoned Manufactured-home Planning Initiative (hereinafter referred to as "AMP!" or "Project AMP!") to assist property owners in Harnett County with the deconstruction and removal of abandoned manufactured homes located in Harnett County as required by the Harnett County Zoning Ordinance; and

WHEREAS, Contractor desires to perform deconstruction, removal and/or recycling of structures or scrap debris identified through AMP! for County;

WHEREAS, the Contractor has inspected the abandoned manufactured home at _________ (hereinafter sometimes referred to as "Site") and does hereby agree to provide labor, materials, tools, machinery, and supervision necessary for the deconstruction, removal
and/or recycling of structures or scrap debris for the total sum of ______ plus any tipping fees generated all in accordance with the Work Write-Up (hereinafter sometimes referred to as "Work") which is attached hereto as Exhibit "A" and expressly incorporated herein by reference and made a part hereof; and

NOW THEREFORE, IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

Section 1. **Contract Times.** All time limits for completion and readiness for final payment as stated herein are of the essence of this Contract. It is agreed that the County will issue a written "Notice to Proceed" to the Contractor within five (5) calendar days from the date this Contract is signed by all parties. It is further agreed that the Contractor, will, after receipt of such "Notice", begin the Work to be performed under this contract within five (5) days of the date of such "Notice". Upon commencement of work, Contractor hereby agrees to complete the same within twenty (20) consecutive calendar days, time being of the essence. The timeline for completing said Work as outlined in this Section 1 is hereinafter referred to as the Contract Time.

Section 2. **Extension of Contract Times.** It is expressly understood and agreed that time extensions will be granted to the Contractor by the County only for the following reasons:

A. Unforeseeable causes beyond the control and without fault or negligence of the Contractor, including but not limited to, acts of God, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and abnormal and unforeseeable weather;

B. Any delays of subcontractors occasioned by any of the causes specified in paragraph A, or;

C. Delays caused by the addition of work to the contract through written Change Orders, as defined in Section 4 below, authorized and executed by County.
Section 3. **Liquidated Damages.** Contractor and County recognize that time is of the essence of this Contract and that County will suffer financial loss if the work is not completed within the times specified in Section 1 above, plus any extensions thereof allowed in accordance with Section 2 above. The parties also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by County if the work is not completed on time. Accordingly, should the Contractor fail to complete the work within the contract time, or an extension of the time granted per Section 1 and Section 2 above, then the Contract Price shall be reduced in the amount of $50.00 per each working day from the stipulated completion date until the work shall be satisfactorily completed. In the event that such reductions in the Contract Price should equal or exceed the encumbered balance, the Contractor shall be found in default and the Contract shall be terminated.

Section 4. **Contract Price.** County shall pay Contractor for completion of the work in accordance with Exhibit A in the amount of __________ plus any tipping fees generated, in addition to any work completed pursuant to an authorized and executed written Change Order agreed upon by the Contractor and County (hereinafter referred to as the "Contract Price"). A Change Order is a document which is signed by Contractor and County and authorizes an addition, deletion, or revision in the Work or an adjustment in the contract price or contract times, issued on or after the effective date of this Contract.

Section 5. **Payment Upon Certificate of Completion, Release of Liens and Final Inspection and Acceptance.** Contractor shall, upon completion of the work, and prior to the time of final payment, furnish to the County a "Certificate of Completion and Release of Liens" stating that all work is complete and all charges for materials and any other expenses incurred by the Contractor pertaining to the execution of this Contract have been paid or waived in full to the end that no liens of any kind of character (save and except those between the parties hereto) may be affixed against the above described property.
Upon written notice from Contractor that the entire Work is complete, County shall perform a final inspection of the Site, and County, to the extent necessary, will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies. After Contractor has satisfactorily completed all corrections identified during the final inspection, to the extent necessary, and has submitted an application for payment, County shall pay Contractor within thirty (30) days after presentation of Certificate of Completion and Release of Liens or remediation of any noted deficiencies, whichever is later.

Section 6. Contractor’s Representations. In order to induce the County to enter into this Contract, Contractor makes the following representations:

A. Contractor has examined and carefully studied this Contract and other related data identified in the bidding documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, and performance of the work required pursuant to the Work Write-Up.

C. Contractor is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, and performance of Work.

D. Contractor does not consider that any further examinations, investigations, explorations, tests, studies or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other items and conditions of this Contract.

Section 7. Contractor’s Responsibilities.
Attachment 1: Examples of Forms and Documents Used by Harnett County for AMP/Projects

A. Contractor shall supervise, inspect and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with this Contract. Contractor does hereby agree that Contractor will perform the work diligently and in a manner consistent with the best practices set forth by the specified trade(s), in compliance with the project specifications, local and State building codes.

B. The Contractor shall keep the property and Site clean and orderly during the course of the Work, and shall remove debris from time to time as the Work progresses and all remaining debris at the completion of the Work herein agreed to be done. The debris shall be contained on-site in a manner that will not cause any adverse effects to adjoining properties. Materials and equipment that have been deconstructed and removed as a part of the Work herein contracted to be done shall be delivered to a certified landfill or recycling center.

C. All deconstruction debris shall be removed from the site on a vehicle capable of safely transporting materials from the Site to a certified landfill or recycling center. During transportation, all debris must remain covered with a tarp or fabric and shall be properly secured, so as not to allow any debris to fall from the vehicle. Contractor hereby expressly assumes any and all liability resulting from damage or injury from falling debris. All debris from any of the deconstructed components must be removed from the property.

D. The Contractor shall level, compact or fill any portion of the Site that is affected by deconstruction and removal of debris. The contractor shall take all measures reasonably possible to minimize any unnecessary disturbance of soil or vegetation on the Site. Contractor is required to remove and replace any contaminated soil that results from the spillage of any fluids or hazardous materials from equipment associated with performing the demolition or removal of debris.
Attachment 1: Examples of Forms and Documents Used by Harnett County for AMP/Projects

E. That representative of the County shall have the right to inspect the property during reasonable hours for the purpose of determining whether the repair is being accomplished in accordance with the Work Write-Up.

F. The Contractor shall be responsible for obtaining and paying for all necessary permits for the work to be performed, and the work being done, or any part thereof. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable on the effective date of this Contract.

G. Contractor shall attempt to remove any recyclable materials from the structure prior to deconstruction. Recyclable materials may include, but are not limited to: metal, glass, wood, plastics, and thermostats containing mercury switches. All recyclable materials shall be delivered to a recycling center by Contractor.

H. Contractor shall deconstruct and remove the structure in a manner to minimize airborne debris.

I. Contractor shall provide all documentation required by County evidencing Work performed pursuant to this Contract.

Section 8. Assignment of Contract. No assignment by a party hereto of any rights under or interests in this Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty under this Contract.

Section 9. Evidence of Insurance. Before Contractor commences any Work on the Site, Contractor shall be required to purchase and maintain, and Contractor shall deliver to County, naming
Attachment 1: Examples of Forms and Documents Used by Harnett County for AMPI Projects

County as an additional insured, evidence of liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract, whether it is to be performed by Contractor, any subcontractor or supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

A. Worker's compensation coverage as required by law;
B. General Liability Insurance with a contractual coverage endorsement with a single limit of liability of $1,000,000.00 bodily injury and property damage not less that $1,000,000.00 per occurrence;
C. Automobile Liability Insurance with limits of liability of not less than $1,000,000.00 per occurrence for bodily injury and $1,000,000.00 per occurrence for property damage.

Section 10. Indemnification. The Contractor covenants and agrees to, and does hereby, indemnify and hold harmless and defend the County, its agents, servants and employees from and against any and all claims for injuries or damages to persons or property of whatsoever kind or character, whether real or asserted, arising out of this Contract or the work to be performed hereunder. The Contractor hereby assumes all liability and responsibility for injuries, claims for suits for damages to persons or property of whatsoever kind or character, whether real or asserted, occurring during the time the Work is being performed and arising out of the performance of same including but not limited to statutes, regulations, and ordinances pertaining to testing, handling, removal, disposal, treatment and transportation of hazardous substances, including but not limited to asbestos and lead based paint.
Section 11. Correction of Defects. Contractor shall correct all defective Work if the Work has been rejected by County. Contractor shall pay all claims arising out of or relating to such correction. If Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, County may have the defective Work corrected, and all claims, costs, losses, and damages arising out of or relating to such correction will be paid by Contractor.

Section 12. Entire Agreement. This Contract embodies the entire agreement between the parties and there are no oral or parole agreements, representations, or inducements existing between the parties relating thereto not expressly set forth herein and covered hereby. No other work shall be done, nor additional moneys paid, unless provided for in a written change order signed by the parties hereto as more specifically described in Section 4 above.

Section 13. Successors and Assigns. Contractor and County each binds itself, its successors, assigns, and legal representatives to the other parties hereto, its parties, successors, assigns and legal representatives in respect to all covenants and agreements, and obligations contained in this Contract.

Section 14. Severability. Any provision or part of this Agreement held to be void or unenforceable under any law, rule, regulation, ordinance, code, and order of any and all governmental bodies, agencies, authorities, and courts having jurisdiction shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon Contractor and County.
Section 15. **Forum Selection Clause.** This Contract shall be governed by and interpreted with the laws of the State of North Carolina, and any lawsuit arising out of the matters contained in this Contract must be filed in the Superior Court of Harnett County, North Carolina.

Section 16. **Notices.** All notices or other communications which shall be made pursuant hereto shall be in writing and shall be deemed to be given and received, (a) when hand delivered to the address stated below, or (b) three (3) days after being mailed, postage prepaid by certified or registered mail of the United States, return receipt requested to the address stated below:

**TO CONTRACTOR:**

**TO COUNTY:**

Harnett County Planning Department
Attn: Planning and Inspection Director
108 E. Front Street (Physical)
PO Box 65 (Mailing)
Lillington, North Carolina 27546
Attachment 1: Examples of Forms and Documents Used by Harnett County for AMPI Projects

WITH A COPY TO: Hamett County Legal Services Department

Attn: County Staff Attorney

102 E. Front Street (Physical)

PO Box 238 (Mailing)

Lillington, North Carolina 27546

Either party to this Contract may change its designated person or designated address at any time and from time to time by giving notice of such change to the other party in the manner as set forth above.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals including the adopting of the typed word and characters (SEAL) as their seal, the day and year first above written.

Equal Opportunity Employer. Harnett County is an equal employment opportunity employer. The County is a federal contractor, and therefore the provisions and affirmative action obligations of 41 CFR § 60-1.4(a), 41 CFR 60-741.5(a), and 41 CFR 60-250.4 are incorporated herein by reference, where applicable.

(The Remainder of This Page Left Blank Intentionally)
Attachment 1: Examples of Forms and Documents Used by Harnett County for AMPI Projects

CONTRACTOR:

___________________________, a North Carolina Corporation

BY: _________________________ (SEAL)

Name: _______________________

Title: President

COUNTY:

COUNTY OF HARNETT

BY: _________________________ (SEAL) Date: __________

Name: Mark Locklear

Title: Director of Planning Services

BY: _________________________ (SEAL) Date: __________

Name: Tommy Burns

Title: County Manager
Attachment 1: Examples of Forms and Documents Used by Harnett County for AMP Projects

Finance Officer's Certification

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

Date: __________________

FINANCE OFFICER

APPROVED AS TO FORM

_____________________

Harnett County Staff Attorney

STATE OF NORTH CAROLINA

COUNTY OF Harnett

I, ________________________, a Notary Public in and for the aforesaid State and County, do hereby certify that ____________________ personally appeared before me, who being by me duly sworn, says that he is a duly authorized officer of ____________________ a North Carolina Corporation, and that I, (i) have personal knowledge of the identity of the officer, or (ii) a credible witness has sworn to before me the identity of the officers and he or she signed the foregoing or annexed document on behalf of said corporation, in the capacity indicated and acknowledged the said writing to be the act and deed of said corporation herein.

Witness my hand and notarial seal this _____ day of ________, 2010.

_____________________

Notary Public Official Signature

_____________________

Notary Printed or Typed Name

My Commission Expires: ___________ (N. P. Seal)
Attachment 1: Examples of Forms and Documents Used by Harnett County for AMP Projects

EXHIBITS (A)  Work Write Up

Property Address: 

Owner’s Name: 

Contact Number: __________  Size of Structure: ______

Project ID # __________

Contractor ID: __________  Vendor #: ______

Scope of Work To Be Performed

1. The manufactured home referenced above is to be deconstructed or demolished on site in a manner that is consistent with the best practices set forth by the specified trade(s), in compliance with project specifications, Local and State Codes.
2. All deconstructed or demolished materials must be removed from the property in a manner that would prevent any materials from becoming airborne or otherwise affecting any adjacent properties.
3. All materials associated with the deconstruction or demolition of the manufactured home shall be properly removed from the property and delivered to an approved landfill facility or approved recycling facility.
4. The property shall be graded to allow for positive drainage from the deconstruction area.
5. All mercury switches that are located in the structure shall be removed and delivered to a facility approved to collect or recycle mercury.
6. The contractor shall submit all facility receipts that reflect the materials received, the location of the facility, and the total weight of materials received.
7. A copy of all tipping fee receipts shall accompany the request for payment when paid by the contractor. (Reimbursements will only be made for materials that the contractor has been charged with that relate to the project referenced above.)
Attachment 1: Examples of Forms and Documents Used by Harnett County for AMPI Projects

Hazardous Material Transfer

Hazardous Material Transfer

(Mercury)

I hereby verify that a home thermostat containing mercury was removed from a manufactured home prior to deconstruction. The switch was detected during a pre-demolition inspection and properly removed from the structure intact and delivered to an agency that is permitted to collect such material. The switch was removed from a manufactured home located at ____________________________ on ________________ by ________________________, a representative of ___________________________.

The deconstruction is a result of the Harnett County Abandoned Manufactured Home Planning Imitative (AMPI) identified as Project ID # _____________________________.

I hereby verify that a thermostat containing mercury was delivered intact by the agency represented above. The switch shall be properly stored in an approved container and delivered to the nearest recycle facility in accordance with all state and local regulations.

Received By: ________________________________ Date: __________________

Company Name: ________________________________
Address: ________________________________
Contact Number: ________________________________
License Number: ________________________________
Attachment 1: Examples of Forms and Documents Used by Harnett County for AMP Projects

Request for Bid

(Form on Next Page)
Contractor Bid Request

Harnett County Abandoned Manufactured-Home Planning Initiative

Date: August 19, 2008

Reference Number: 2008 / 466

Applicant Name: Rapunzel Phair Carter
Contact Number(s): (910) 893-9037 / (910) 893-8570

Mailing Address: 720 Dowfield rive Fayetteville, NC 28311

Location of Demo Site:
Intersection of Cherokee Lane & Sand Creek Lane

Harnett County Parcel Identification Number:
03-0507-0214-07

Type of Home: Singlewide Manufactured Home
Color: White / Burgundy

Directions to home from Lillington: Take Hwy. 27 West Pass Western Harnett High School. Turn Left Onto Doc's Road. Turn Right Onto Micro Tower Road. Turn Left Onto Cherokee Lane. Follow Cherokee Lane Till It Intersects Sand Creek Lane. The Home Will Be On The Left. Refer To Pictures Enclosed.

Deadline for Bids to Be Received:

The property owner is responsible for locating and disconnecting all under and above ground utilities. If you have any further questions contact Randy Baker at the Harnett County Planning Department at (910) 814-6417. Bids are accepted via fax at (910) 814-6459. You may also e-mail your bid to rbaker@harnett.org

Company Name:
Attachment 1: Examples of Forms and Documents Used by Harnett County for AMPl Projects

Disposal Log

Harnett County Project AMPl

Materials Disposal Log

Submit the following information that pertains to the removal of materials.

Project ID #: _______________    Property Owner: ________________________

Site of Deconstruction / Demolition: ____________________________________________

Total Amount of Demolition Debris: ____________________________________________

Amount of Materials Delivered to Landfill: ______________________________________

Landfill Site / Location: ______________________________________________________

(Submit Original Weight Tickets As An Attachment)

Amount & Type of Materials Delivered To Recycle Facility:
__________________________________________________________________________
__________________________________________________________________________
__________________________________________________________________________

Recycle Site / Location: ______________________________________________________

(Submit Original Weight Tickets As An Attachment)

Number of Mercury Switches Removed From Home Prior To Deconstruction: ___

Mercury Switch Recycle Site / Location: _________________________________________

(Submit Recycling Receipt As An Attachment)

I verify the above information to be true and accurate.

__________________________________________
Contractor / Authorized Signature
Attachment 1: Examples of Forms and Documents Used by Harnett County for AMI Projects

AMH Summary Invoice

(Form on Next Page)
Abandoned Manufactured Home Removal
Project Summary Invoice

The following information is submitted for reimbursement through the AMH Grant.

Harnett County Contract No. 2792

Project ID # 2011/116

Property Owners: Rannie T. Lee & Sonja Gail Jones Lee

Date of Deconstruction: 04/23/11

Demolition Contractor: JKH Trucking, LLC.

Location of Demolition / Deconstruction: 96 South Mason Street Coats, NC 27521

Unit Size: Singlewide X  Doublewide  Triplewide

Destination of Deconstructed Materials:

C&D Materials Landfill: Dunn - Erwin C & D Landfill Permit #4302 ID #PO803 Amount: 8.53 Tons

Recycled Materials: Lee Iron & Metal Company Inc. Sanford, NC Amount: .97 Tons

Mercury Switches: The Tin Shop Amount: 1

Project Financial Summary:

Contractor Fee: $950.00 Disposal Fee: $341.20

Hazardous Material Inspection / Removal Fee: N/A

Program Administrative Cost: $867.50 Responsible Party Fees: $350.00

Total of Unrecoverable Project Cost: $1,808.70

Site inspection conducted on 04/25/11 verifies that the abandoned manufactured home has been removed from the above referenced property in accordance with the policies set forth by our Abandoned Manufactured Home Program.

The Following Does Not Apply Due To Contract Expiration

I verify the information submitted above and hereby request reimbursement from the AMH Grant Program in the amount of $1,404.35 for unrecoverable costs.

______________________________  _________________________
Project Coordinator          Date of Submittal:               

37
Attachment 1: Examples of Forms and Documents Used by Harnett County for AMPI Projects

AMH Removal Verification

(Form on Next Page)
AMPI Project #11/116 (RANNIE T. LEE / 96 S. MASON STREET, COATS NC)

Exhibit A
Attachment 2: Demonstration of Local Government knowledge of the AMHP program in Harnett County

County and Municipal Resolutions to Adopt the 10-Year Harnett County Solid Waste Management Plan for 2009

(Including the AMPI Program)
HARNETT COUNTY
NORTH CAROLINA

A RESOLUTION AMENDING THE
HARNETT COUNTY SOLID WASTE MANAGEMENT PLAN

WHEREAS, the Board of Commissioners of Harnett County adopted a Solid Waste Management Plan on July 1, 2006 for the purpose of promoting the health, safety, and general welfare of the county residents; and

WHEREAS, this ordinance was adopted under authority granted by the General Assembly of the State of North Carolina, particularly G.S. 130A-399.09A; and

WHEREAS, the Solid Waste Management Plan contains provisions for amending said ordinance and those provisions have been followed; and

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF HARNETT COUNTY, NORTH CAROLINA that Appendix E “Abandoned Manufactured Home Planning Initiative” of the Solid Waste Management Plan shall be amended to read as indicated in “Attachment”.

“Attachment” is filed with the Solid Waste Management Plan in the Clerk to the Board’s Office.

Duly adopted this 16th day of March, 2009 and effective upon adoption.

HARNETT COUNTY BOARD OF COMMISSIONERS

Timothy B. McNeill, Chairman

ATTEST:
Kay S. Blanchard, Clerk to the Board
Harnett County

RESOLUTION ACCEPTING AND ENDORSING THE TEN YEAR COMPREHENSIVE SOLID WASTE MANAGEMENT PLAN OF 2009 FOR HARNETT COUNTY

WHEREAS, it is a priority of this community to protect human health and the environment through safe and effective management of municipal solid waste;

WHEREAS, the reduction of the amount and toxicity of the local waste stream is a goal of this community;

WHEREAS, equitable and efficient delivery of solid waste management services is an essential characteristic of the local solid waste management system;

WHEREAS, it is a goal of the community to maintain and improve its physical appearance and to reduce the adverse effects of illegal disposal and littering;

WHEREAS, Harnett County recognizes its role in the encouragement of recycling markets by purchasing recycled products;

WHEREAS, involvement and education of the citizenry is critical to the establishment of an effective local solid waste program;

WHEREAS, the State of North Carolina has placed planning responsibility on local government for the management of solid waste;

WHEREAS, NC General Statute 130A-307.09B requires each unit of local government, either individually or in cooperation with other units of local government, to update the Ten Year Comprehensive Solid Waste Management Plan at least every three years;

WHEREAS, the Harnett County Solid Waste Management Department, the Town of Angier, the Town of Coats, the City of Dunn, the Town of Erwin, the Town of Lillington and Citizens Solid Waste Advisory Council have undertaken and completed a long-range planning effort to evaluate the appropriate technologies and strategies available to manage solid waste effectively;

NOW, THEREFORE, be it resolved by the governing board of Harnett County that Harnett County's 2009 Ten-Year Comprehensive Solid Waste Management Plan is accepted and endorsed and placed on file with Clerk to the Board on this day, June 20, 2011.

HARNETT COUNTY BOARD OF COMMISSIONERS

By: ____________________________

Timothy J. McNeill, Chairman

AT TEST:

Margaret Regina Wheeler, Clerk

strong roots - new growth
Attachment 2 - Demonstration of Local Government knowledge of the AMHP program in Harnett County

RESOLUTION ACCEPTING AND ENDORSING THE SOLID WASTE MANAGEMENT PLAN OF 2009 FOR HARNETT COUNTY

WHEREAS, it is a priority of this community to protect human health and the environment through safe and effective management of municipal solid waste;

WHEREAS, the reduction of the amount and toxicity of the local waste stream is a goal of this community;

WHEREAS, equitable and efficient delivery of solid waste management services is an essential characteristic of the local solid waste management system;

WHEREAS, it is a goal of the community to maintain and improve its physical appearance and to reduce the adverse effects of illegal disposal and littering;

WHEREAS, Harnett County recognizes its role in the encouragement of recycling markets by purchasing recycled products;

WHEREAS, involvement and education of the citizenry is critical to the establishment of an effective local solid waste program;

WHEREAS, the State of North Carolina has placed planning responsibility on local government for the management of solid waste;

WHEREAS, NC General Statute 130A-309.09A(b) requires each unit of local government, either individually or in cooperation with other units of local government, to update the Ten Year Comprehensive Solid Waste Management Plan at least every three years;

WHEREAS, the Harnett County Solid Waste Management Department and Citizens Solid Waste Advisory Council have undertaken and completed a long-range planning effort to evaluate the appropriate technologies and strategies available to manage solid waste effectively;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF the Town of Angier, North Carolina that Harnett County's 2009 Ten Year Comprehensive Solid Waste Management Plan is accepted and endorsed and placed on file with Clerk to the Board on this day, June 7, 2011.

Attest:

R.H. Ellington, Mayor

Joyce H. Villay, MMC
Town Clerk
RESOLUTION ACCEPTING AND ENDORSING THE SOLID WASTE MANAGEMENT PLAN OF 2009 FOR HARNETT COUNTY

WHEREAS, it is a priority of this community to protect human health and the environment through safe and effective management of municipal solid waste;

WHEREAS, the reduction of the amount and toxicity of the local waste stream is a goal of this community;

WHEREAS, equitable and efficient delivery of solid waste management services is an essential characteristic of the local solid waste management system;

WHEREAS, it is a goal of the community to maintain and improve its physical appearance and to reduce the adverse effects of illegal disposal and littering;

WHEREAS, Harnett County and The Town of Coats recognizes its role in the encouragement of recycling markets by purchasing recycled products;

WHEREAS, involvement and education of the citizenry is critical to the establishment of an effective local solid waste program;

WHEREAS, the State of North Carolina has placed planning responsibility on local government for the management of solid waste;

WHEREAS, NC General Statute 130A-309.09A(b) requires each unit of local government, either individually or in cooperation with other units of local government, to update the Ten Year Comprehensive Solid Waste Management Plan at least every three years;

WHEREAS, the Harnett County Solid Waste Management Department and Citizens Solid Waste Advisory Council have undertaken and completed a long-range planning effort to evaluate the appropriate technologies and strategies available to manage solid waste effectively;
Attachment 2 - Demonstration of Local Government knowledge of the AMHP program in Harnett County

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN OF COATS BOARD OF COMMISSIONERS:

That Harnett County's 2009 Ten Year Comprehensive Solid Waste Management Plan is accepted and endorsed and placed on file with Clerk to the Board on this day, 6-9-2011.

Walter Weeks, Mayor

ATTEST:

Karen F. Wooten, Town Clerk
A RESOLUTION ACCEPTING AND ENDORSING THE SOLID WASTE MANAGEMENT PLAN OF 2009 FOR HARNETT COUNTY
Resolution 2010-004

WHEREAS, it is a priority of this community to protect human health and the environment through safe and effective management of municipal solid waste;

WHEREAS, the reduction of the amount and toxicity of the local waste stream is a goal of this community;

WHEREAS, equitable and efficient delivery of solid waste management services is an essential characteristic of the local solid waste management system;

WHEREAS, it is a goal of the community to maintain and improve its physical appearance and to reduce the adverse effects of illegal disposal and littering;

WHEREAS, the Town of Erwin recognizes its role in the encouragement of recycling markets by purchasing recycled products;

WHEREAS, involvement and education of the citizenry is critical to the establishment of an effective local solid waste program;

WHEREAS, the State of North Carolina has placed planning responsibility on local government for the management of solid waste;

WHEREAS, NC General Statute 130A-309.09A(b) requires each unit of local government, either individually or in cooperation with other units of local government, to update the Ten Year Comprehensive Solid Waste Management Plan at least every three years;

WHEREAS, the Harnett County Solid Waste Management Department and Citizens Solid Waste Advisory Council have undertaken and completed a long-range planning effort to evaluate the appropriate technologies and strategies available to manage solid waste effectively;

NOW, THEREFORE, BE IT RESOLVED that the Town Board of Commissioners of the Town of Erwin hereby accepts and endorses the Harnett County 2009 Ten Year Comprehensive Solid Waste Management Plan and the same shall be placed on file with the Clerk to the board on this, the 2nd day of June 2011.

Adopted this 2nd day of June, 2011.

Patsy Carson
Mayor

Cynthia Patterson, CMC
Town Clerk

"Pride In Our Past – Hope In Our Future"
Attachment 2- Demonstration of Local Government knowledge of the AMHP program in Harnett County

RESOLUTION ACCEPTING AND ENDORSING THE SOLID WASTE MANAGEMENT PLAN OF 2009 FOR HARNETT COUNTY

WHEREAS, it is a priority of this community to protect human health and the environment through safe and effective management of municipal solid waste; and

WHEREAS, the reduction of the amount and toxicity of the local waste stream is a goal of this community; and

WHEREAS, equitable and efficient delivery of solid waste management services is an essential characteristic of the local solid waste management system; and

WHEREAS, it is a goal of the community to maintain and improve its physical appearance and to reduce the adverse effects of illegal disposal and littering; and

WHEREAS, Harnett County recognizes its role in the encouragement of recycling markets by purchasing recycled products; and

WHEREAS, involvement and education of the citizenry is critical to the establishment of an effective local solid waste program; and

WHEREAS, the State of North Carolina has placed planning responsibility on local government for the management of solid waste; and

WHEREAS, NC General Statute 130A-309.09A(b) requires each unit of local government, either individually or in cooperation with other units of local government, to update the Ten Year Comprehensive Solid Waste Management Plan at least every three years; and

WHEREAS, the Harnett County Solid Waste Management Department and Citizens Solid Waste Advisory Council have undertaken and completed a long-range planning effort to evaluate the appropriate technologies and strategies available to manage solid waste effectively.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Dunn, that Harnett County’s 2009 Ten Year Comprehensive Solid Waste Management Plan is accepted and endorsed and placed on file with the City Clerk this 14th day of June, 2011.

[Signature]
Oscar N. Harris, Mayor

ATTEST:

[Signature]
Debra G. West, City Clerk
RESOLUTION ACCEPTING AND ENDORSING THE SOLID WASTE MANAGEMENT PLAN OF 2009 FOR HARNETT COUNTY

WHEREAS, it is a priority of this community to protect human health and the environment through safe and effective management of municipal solid waste;

WHEREAS, the reduction of the amount and toxicity of the local waste stream is a goal of this community;

WHEREAS, equitable and efficient delivery of solid waste management services is an essential characteristic of the local solid waste management system;

WHEREAS, it is a goal of the community to maintain and improve its physical appearance and to reduce the adverse effects of illegal disposal and littering;

WHEREAS, Harnett County recognizes its role in the encouragement of recycling markets by purchasing recycled products;

WHEREAS, involvement and education of the citizenry is critical to the establishment of an effective local solid waste program;

WHEREAS, the State of North Carolina has placed planning responsibility on local government for the management of solid waste;

WHEREAS, NC General Statute 130A-309.08A(b) requires each unit of local government, either individually or in cooperation with other units of local government, to update the Ten Year Comprehensive Solid Waste Management Plan at least every three years;

WHEREAS, the Harnett County Solid Waste Management Department and Citizens Solid Waste Advisory Council have undertaken and completed a long-range planning effort to evaluate the appropriate technologies and strategies available to manage solid waste effectively;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN BOARD OF THE TOWN OF LILLINGTON:
RESOLUTION ACCEPTING AND ENDORSING THE SOLID WASTE MANAGEMENT PLAN OF 2009 FOR HARNETT COUNTY

WHEREAS, it is a priority of this community to protect human health and the environment through safe and effective management of municipal solid waste;

WHEREAS, the reduction of the amount and toxicity of the local waste stream is a goal of this community;

WHEREAS, equitable and efficient delivery of solid waste management services is an essential characteristic of the local solid waste management system;

WHEREAS, it is a goal of the community to maintain and improve its physical appearance and to reduce the adverse effects of illegal disposal and littering;

WHEREAS, Harnett County recognizes its role in the encouragement of recycling markets by purchasing recycled products;

WHEREAS, involvement and education of the citizenry is critical to the establishment of an effective local solid waste program;

WHEREAS, the State of North Carolina has placed planning responsibility on local government for the management of solid waste;

WHEREAS, NC General Statute 130A-309.009(b) requires each unit of local government, either individually or in cooperation with other units of local government, to update the Ten Year Comprehensive Solid Waste Management Plan at least every three years;

WHEREAS, the Harnett County Solid Waste Management Department and Citizens Solid Waste Advisory Council have undertaken and completed a long-range planning effort to evaluate the appropriate technologies and strategies available to manage solid waste effectively;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN BOARD OF THE TOWN OF LILLINGTON:

Attachment 2 - Demonstration of Local Government knowledge of the AMHP program in Harnett County

Town of Lillington
P.O. Box 296
Lillington, North Carolina 27546
Tel: 910-893-2654 Fax: 910-893-3693

Glenn McPadden
Mayor

DENR Contract # 6038
Attachment C
Attachment 2: Demonstration of Local Government knowledge of the AMHP program in Harnett County

That Harnett County's 2009 Ten Year Comprehensive Solid Waste Management Plan is accepted and endorsed and placed on file with the Town Clerk on the 14th day of June, 2011.

[Signature]
Glenn McFadden, Mayor

ATTEST:

[Signature]
Vickie B. Wilson, Town Clerk
TO: HARNETT COUNTY BOARD OF COMMISSIONERS

SUBJECT: Engineering Amendment for MBD Consulting Engineers PA

REQUESTED BY: Steve Ward, HCDPU Director

REQUEST:
This is a formal request for the Board to authorize an increasing engineering amendment in the amount of $26,277.00 for MBD Consulting Engineers for services provided on the South Central Wastewater Phase 1C1 Project. USDA Rural Development, the funding agency for the project, has already concurred with this request as additional design services and inspection services were required during the course of construction. The project is now complete and a reduction in construction costs of approximately $233,683.32 was achieved. This specific design change and the resulting construction changes resulted in approximately $87,137.26 of these savings. The amendment is attached for your review. Please place this item on the consent agenda at the next available meeting.

COUNTY MANAGER’S RECOMMENDATION:

USDA Concurrence - Approve as submitted. 

Tommy Burns
This is EXHIBIT J, consisting of 2 pages, referred to and part of the Agreement between Owner and Engineer for Professional Services dated April 5, 2010.

AMENDMENT TO OWNER-ENGINEER AGREEMENT

1. Background Data
   a. Effective Date of Owner-Engineer Agreement: 5-Apr-10
   b. Owner: County of Harnett
   c. Engineer: MBD Consulting Engineers, P.A.
   d. Project: SCWW Phase 1C-1

2. Nature of Amendment
   X Modification to Basic Services
   □ Modification to Additional Services
   □ Modification to Responsibilities of Owner
   □ Modification to Payment to Engineer
   □ Modification to Time(s) for rendering Services
   □ Modification to other terms and Conditions of the Agreement

3. Description of Modifications

   The Basic Services were modified as follows:

   a. Resident Project Representative Services

      The original contract completion date was March 23, 2013.
      The contract completion date was extended 172 days to September 12, 2013.
      Substantial completion was attained 95 days after the completion date on December 16, 2013.

      **March 23, 2013 to September 12, 2013 (Contract time Extension)**
      
      Troy Conner  
      144 Hrs. @ $63.00/hr. = $9,072.00  
      Hiram Marziano  
      12 Hrs. @ $71.00/hr. = $852.00  
      Subtotal: $9,924.00

      **September 12, 2013 to December 16, 2013 (Beyond Contract Completion Date)**
      
      Troy Conner  
      95 Hrs. @ $63.00/hr. = $5,985.00  
      Hiram Marziano  
      8 Hrs. @ $71.00/hr. = $568.00  
      Subtotal: $6,553.00

      Total Increase to Resident Project Representative Services: $16,477.00

   b. Engineering Services

      The design of the collection system in the vicinity of Hwy. 210 was modified to delete a section of 8" gravity main beginning at the intersection of Lakeview Drive and Hwy. 210 and extending along Hwy. 210 to the intersection with Sand Clay Road. A new section of 8" gravity main was designed along Meadow View Road, Sand Clay Road, and an existing utility easement parallel to Hwy. 210 in its' place. The total length of main was approximately 3,000 linear feet.
The pricing for the additional design work including surveying, design, and coordination with regulatory authorities is as follows:

<table>
<thead>
<tr>
<th>Service</th>
<th>Hrs.</th>
<th>Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Surveying</td>
<td></td>
<td></td>
<td>$1,200.00</td>
</tr>
<tr>
<td>Design Technician</td>
<td>40</td>
<td>$85.00/hr</td>
<td>$3,400.00</td>
</tr>
<tr>
<td>Senior Engineer</td>
<td>40</td>
<td>$130.00/hr</td>
<td>$5,200.00</td>
</tr>
<tr>
<td><strong>Total Increase to Design Services</strong></td>
<td></td>
<td></td>
<td><strong>$9,800.00</strong></td>
</tr>
</tbody>
</table>

For the modifications to services set forth above, Owner shall pay the Engineer the following additional compensation:

**Total Additional Compensation:** $26,277.00

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in the Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is 5/7/2014.
TO: HARNETT COUNTY BOARD OF COMMISSIONERS

SUBJECT: NC LSTA Grant for NC Cardinal

REQUESTED BY: Patrick Fitzgerald, Library

REQUEST:
The Harnett County Public Library respectfully requests permission to accept the NC LSTA Grant for NC Cardinal from the State Library, for the amount of $59,753. This grant will reimburse the Harnett County Public Library for charges incurred during the migration of our ILS to the NC Cardinal System.

FINANCE OFFICER'S RECOMMENDATION:

COUNTY MANAGER'S RECOMMENDATION:
June 11, 2014

Dear Mr. Fitzgerald:

The State Library is pleased to confirm that Harnett County Public Library’s application for a 2014-2015 LSTA NC Cardinal Migration Grant has been awarded in the amount of $59,753, which includes $5,000 for unanticipated costs, with no required match.

There are several forms that need to be completed, signed, and returned as one packet before you can begin spending for your project; a Grant Agreement Documents Checklist is provided on page 2. When the required documents have been received, your Grant Agreement will be presented to the State Librarian for signature. After July 1 AND the grant agreement has been signed by all parties, expenditures may begin; you will be notified promptly once the Grant Agreement has been signed. The Catalog of Federal Domestic Assistance (CFDA) number for this grant is 45.310.

Please remember that you must obtain prior approval from the State Library for any budget or programmatic changes. Before purchasing any equipment with a per unit price above $5,000, IMLS and the Grant Agreement require awardees to:

- Request written approval for the expenditure from the State Library;
- List this equipment on the State Library Annual Equipment Tracking Survey, provided each January, for the remainder of its useful life; and
- If fair market value at the time of surplus or disposal exceeds $5,000, disposal must be cleared with the State Library.

This grant is made possible by funding from the federal Institute of Museum and Library Services (IMLS) under the provisions of the Library Services and Technology Act (LSTA) as administered by the State Library of North Carolina, a division of the Department of Cultural Resources. You are required to credit IMLS and the State Library/Department of Cultural Resources in all related publications and activities in conjunction with the use of the grant funds, <http://www.imls.gov/recipient/imls_ acknowledgement.aspx>.

Please let me know if you have any questions.

Sincerely,

Raye Oldham, Federal Programs Consultant
raye.oldham@ncdcr.gov
919-807-7423
GRANT AGREEMENT
LSTA 2014-2015 NC Cardinal Migration Grant

This is an agreement by and between Harnett County Public Library, hereinafter referred to as "the Library," and the State Library of North Carolina, Department of Cultural Resources, hereinafter referred to as the "State Library."

The State Library has agreed to fund this grant with federal Library Services and Technology Act (LSTA) funds in the amount of $59,753 to be disbursed through North Carolina Accounting System accounting fund 46011495410145. The Catalog of Federal Domestic Assistance (CFDA) number for this grant is 45.310. This agreement is in effect upon signing by all parties, but no earlier than July 1, 2014, and will terminate on June 30, 2015, unless amended by mutual consent.

Institution and/or Library Name: Harnett County Public Library

Mailing Address: 301 S Main St. P.O. Box 1149
City, State, ZIP: Lillington, NC 27546

Project manager name/title: Patrick Fitzgerald / Director
Project manager telephone: 910-814-6344
Project manager email: fitzgerald@harnett.org
DUNS Number: 091565986
Federal Employer Identification Number: 5610003010
Library fiscal year ending date: June 30

IN CONSIDERATION OF RECEIVING THE ABOVE REFERENCED GRANT FUNDING, THE LIBRARY HEREBY AGREES TO:

1. Accept and administer an LSTA grant from the State Library in the amount of $59,753 for costs associated with the project represented in the Library's grant application, grant award letter, and any amendments thereto.

2. Abide by all Grant Provisions as certified in this document and the grant application; including any certifications submitted with this grant agreement such as Children's Internet Protection Act (CIPA) Compliance and Certification Regarding Debarment and Suspension; Lobbying; Federal Debt Status; Nondiscrimination.

3. Regularly inform the State Library on the progress of project activities as defined in the grant application.

4. Encumber and expend project funds (grant and matching)
   • only upon or after the effective date of this grant agreement and before its termination;
   • in accordance with the project budget as submitted with the project application, or as modified in the grant award letter, or as amended and approved by the State Library; and
   • in accordance with all applicable local, state and federal laws and regulations.
5. Expend project funds in a manner that ensures free and open competition.

6. Submit grant reimbursement requests with appropriate documentation of eligible project expenditures (grant and matching) as defined in the grant application, at least quarterly, on or before October 15, January 15, and April 15.

7. On or before April 15, 2015, request a minimum of seventy-five percent (75%) of the award amount and provide documentation for seventy-five percent (75%) of the required match; provide a list of remaining activities with an estimate of remaining grant and matching expenditures as defined in the grant application.

8. Complete all project expenditures (grant and matching) by June 30, 2015, or by the termination date of this agreement as amended by mutual consent.

9. On or before July 15, 2015, submit a final request for reimbursement.

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

11. Request prior written approval from the State Library for any equipment with a per unit price above $5,000. List this equipment on the State Library Annual Equipment Tracking Survey, provided each January, for the remainder of its useful life. If fair market value at the time of surplus or disposal exceeds $5,000, disposal must be cleared with the State Library.

12. Acknowledge the Institute of Museum and Library Services in all related publications and activities in conjunction with the use of grant funds as follows: "This publication/activity/program/etc. was supported by grant funds from the Institute of Museum and Library Services under the provisions of the federal Library Services and Technology Act as administered by the State Library of North Carolina, a division of the Department of Cultural Resources." Submit a copy of any publications or materials produced under the grant to the State Library.

13. Provide library services resulting from the grant to all members of the community served, in compliance with all Federal statutes relating to non-discrimination on the basis of race, color, national origin, sex, handicap, or age.

14. Request prior written approval from the State Library for any subcontracting or assignment to any subgrantee or assignee. Neither the Library nor any subgrantee or assignee is relieved of the duties and responsibilities of this agreement. Subgrantees and assignees agree to abide by the terms of this agreement and must provide all information necessary for the Library to comply with the terms of this agreement.

15. Only approved, awarded expenditures are allowable; any funds not expended as defined in the grant application will be repurposed by the State Library upon termination of this agreement.

16. Submit a final report to the State Library by September 30, 2015, providing a summary of project expenditures, a narrative of project activities, evaluative elements, and an assessment of the goals achieved as defined in the grant application.

17. Certify upon completion of the grant that grant funds were received, used, and expended for the purposes for which they were granted.
18. Maintain adequate financial records to ensure complete reporting, and retain programmatic, financial, and audit records relating to the grant for a minimum of three years from the due date of the final grant report at the end of the Five Year Plan, or until all audit exceptions have been resolved, whichever is longer. Provide access upon request to the Department of Cultural Resources, Office of the State Auditor, Institute of Museum and Library Services and the Comptroller General or their designees, to all records and documents related to the award, including audit work papers in possession of any auditor of the Library.

19. Ensure that grant funds are audited in compliance with state and federal audit requirements for local governments and public authorities, institutions of higher education, and non-profit organizations, and, as applicable, according to the standards of the federal Single Audit Act of 1984 as amended 1996 and 2003, and Circular A-133 “Audits of States, Local Governments, and Non-Profit Organizations” as supplied by the Executive Office of the President, Office of Management and Budget, Washington, DC.

20. Comply with the requirements of North Carolina General Statute 143C-6-23: “State grant funds: administration, oversight and reporting requirements” and the corresponding rules of North Carolina Administrative Code, Title 9, Subchapter 03M, “Uniform Administration of State Grants,” including submission of required financial reports within six months (or nine months for $500,000 threshold) of the end of the Library’s fiscal year(s) in which grant funds are received.

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

22. File with the State Library a copy of the Library’s policy addressing conflicts of interest that may arise involving the Library’s management employees and members of its board of directors, commissions, or other governing body. The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the Library’s employees or members of its board, commissions, or other governing body, from the Library’s disbursing of grant funds and local matching funds and shall include actions to be taken by the Library or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. (N.C.G.S. 143C-6-23(b)). The policy shall be filed before the State Library may disburse the grant funds, unless the Library is covered by the provisions of N.C.G.S. 160A-479.11 and 14-234.

23. File with the State Library the Library’s sworn written statement completed by the Library’s board of directors or other governing body stating that, pursuant to N.C.G.S. 143C-6-23(c), the Library does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. The policy shall be filed before the State Library may disburse the grant funds, unless the Library is covered by the provisions of G.S. 160A-479.11 and 14-234.

THE STATE LIBRARY AGREES TO:

1. Award LSTA grant funds to the Library in the amount and under the terms and conditions stated above, subject to the availability of funds.

2. Pay LSTA grant funds upon receipt of reimbursement requests for approved, awarded expenditures submitted quarterly by the Library. Pay by June 30, 2015, all approved requests received on or before April 15, 2015, and by August 31, 2015, all approved requests received by July 15, 2015.
3. Assist the Library as appropriate and necessary with the implementation of this project. Provide monitoring and oversight through a combination of periodic emails, calls, visits, and review of reimbursement requests and reports.

4. Report on this project to the federal funding agency, the Institute of Museum and Library Services, and the North Carolina Office of State Budget and Management in accordance with all applicable federal and state requirements.

**This Agreement** may be amended, if necessary, upon the mutual acceptance of a written amendment to this agreement signed and dated by the Library and the State Library. Such amendment(s) shall state any and/or all change(s) to be made. This agreement may be terminated by mutual consent with 60 days' prior written notice or as otherwise provided by law.

Returning signed agreements signifies accepting the grant award; awards not accepted by September 30, 2014 may be withdrawn.

[Please sign in blue ink.]

x
Signature, Library Director
(Printed Name) Patrick J. Fitzgerald

Date 6-17-14

x
Signature, Local Government or Institutional Representative
(Printed Name / Title) Joe Miller, Chairman Board of Commissioners

x
Signature, Cal Shepard, State Librarian

Return two complete sets of this agreement with **original signatures in blue ink** to:

LSTA Grant Agreements; Library Development Section, State Library of North Carolina;
4640 Mail Service Center, Raleigh, NC 27699-4640.
GRANT PROVISIONS
The following state and federal provisions apply to the LSTA grant program. Libraries awarded grants must agree to comply with these provisions.

1. Grant Agreement and Timing of Expenditures
Official notification of the grant award must be received from the State Library and a grant agreement (formal agreement between the grantee and the State Library) signed by both the representatives of the library and the State Librarian before any funds may be encumbered or expended for the project.

2. Allowable and Unallowable Costs
Grantees must carry out the grant project according to the approved grant proposal, and all federal funds must be expended solely for the purpose for which a grant was awarded.

The following costs are unallowable and may not be proposed as grant project costs: bad debts, contingencies, contributions and donations, entertainment, fines and penalties, under recovery of costs under grant agreements (excess costs from one grant agreement are not chargeable to another grant agreement).

3. Legal and Regulatory Compliance
Grantees must expend grant funds in accordance with all applicable local, state, and federal laws and regulations.

4. Budget Revisions and Programmatic Changes
Grantees must not deviate from the approved budget and plan for carrying out the grant project as contained in the approved grant application unless prior approval is obtained from the State Library.

5. Records Retention
Grantees must maintain adequate records to ensure complete reporting, and retain programmatic and financial records relating to the grant for a minimum of three years from the due date of the final grant report at the end of the Five Year Plan, or until all audit exceptions have been resolved, whichever is longer.

6. Free and Open Competition
Purchases made from grant funds must be carried out to ensure free and open competition to the extent possible. Libraries eligible to purchase under state contract may use this option for grant purchases.

7. Debarment & Suspension
Transactions for the purposes of this grant will not knowingly be made with parties who have been debarred or suspended from receiving Federal financial assistance under Federal programs and activities (Debarment and Suspension Certification). See Excluded Parties List System at https://www.sam.gov.

8. Equipment Purchases and Inventory
Equipment with a per unit price above $5,000 requires advance written approval from the State Library. If fair market value at the time of surplus or disposal exceeds $5,000, disposal must be cleared with the State Library.

9. Publicizing & Acknowledging Funds
Grantees are required to credit IMLS/LSTA in all related publications and activities in conjunction with the use of grant funds. Grantees should publicize grant-supported activities in available and appropriate media. The following acknowledgement statement must be used when meeting these requirements: "This publication/activity/program was supported by grant funds from the Institute of Museum and Library Services under the provisions of the federal Library Services and Technology Act as administered by the State Library of North Carolina, a division of the Department of Cultural Resources."

Copies of any publications or materials produced under the grant must be submitted to the State Library. IMLS logos are available at http://www.imls.gov/recipients/imls acknowledgement.aspx

10. Lobbying
Grantees are prohibited by federal law from using grant funds to pay costs associated with lobbying Congress or the public for purposes of influencing elections, legislation, or the award of any federal funds. Grantees receiving an award of over $100,000 must file a certification regarding lobbying.

11. Non-discrimination
All library services provided as a result of federal grant funds must be available without discrimination to all members of the community served. Participation may not be denied on the basis of race, color, national origin, handicap, age, or sex. Relevant legislation includes but is not limited to the following: Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000 ef seq.); Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §§701 et seq.); Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-83, and 1986-86); the Age Discrimination in Employment Act of 1975, as amended (42 U.S.C. §§6101 et seq.).

12. Trafficking in Persons
Grantees must comply with 22 U.S.C. § 7104(g) which prohibits engaging in trafficking in persons, procuring a commercial sex act, or using forced labor.

13. Audit and Financial Reporting Requirements
LSTA grants must be audited in compliance with federal and state audit requirements for local governments and public authorities, institutions of higher education, and non-profit organizations. The following source documents outline the standards and requirements:

- North Carolina General Statute 143C-6.23 "State grant funds: administration; oversight and reporting requirements," and the corresponding rules of North Carolina Administrative Code, Title 09, Chapter 03M, "Uniform Administration of State Grants."

LEGAL REFERENCES:

- 2 CFR 220 - Cost Principles for Educational Institutions (formerly OMB Circular A-21)
- 2 CFR 225 - Cost Principles for State, Local, and Indian Tribal Governments (formerly OMB Circular A-87)
- 2 CFR 230 - Cost Principles for Non-Profit Organizations (formerly OMB Circular A-122)
- 45 CFR 1110 - Nondiscrimination in Federally Assisted Programs
- 45 CFR 1170 - Nondiscrimination on the Basis of Handicap in Federally Assisted Programs and Activities
- 45 CFR 1183 - Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
- 45 CFR 1185 - Governmentwide Debarment and Suspension (Nonprocurement) and Governmentwide Requirements for Drug-Free Workplace (Grants)
- OMB Circular A-102 – Grants and Cooperative Agreements with State and Local Governments
- OMB Circular A-110 – Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations
Memorandum of Understanding (MoU): Harnett County Public Library Add On for NC Cardinal

Scope of Work
Equinox Software, Inc. is proposing the following pricing for the purpose of adding the Harnett County Public Library to the NC Cardinal Consortium.

Project Management & Evergreen Software Configuration
Equinox will assign a project manager to serve as a single point of contact throughout the Harnett migration project. The Equinox Project Manager will work with the consortium and staff members of the new library to coordinate the implementation project schedule, distribute and assist with the completion of configuration documents, participate in periodic phone calls through the go-live date to answer questions, and other work as required.

Equinox will collaborate with the Harnett library and NC Cardinal staff members to design and implement Evergreen policies, OPAC branding, Evergreen notifications, and supported 3rd party interfaces used at the new member library.

<table>
<thead>
<tr>
<th>Unit Type</th>
<th>Unit Cost</th>
<th>Payment Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>Per Outlet (branch)</td>
<td>$500.00</td>
<td>50% due at signing; remainder due at 'go live'</td>
</tr>
</tbody>
</table>

Harnett's # of outlets is currently 7. The total cost for configuration is $3,500.00.

Data Services
Equinox will provide data services that include data extraction, data conversion, and data cleanup for the new member library as they join the NC Cardinal consortium.

Data Extraction
Equinox staff will provide data extraction services provided appropriate, remote, administrative access to the library legacy ILS is available. If the legacy ILS is hosted by the current vendor, it will be expected that the library will be able to provide Equinox staff with data files from the legacy ILS.

<table>
<thead>
<tr>
<th>Unit Type</th>
<th>Unit Cost</th>
<th>Payment Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>Per Data Source</td>
<td>$1,400.00</td>
<td>50% due at signing; remainder due at 'go live'</td>
</tr>
</tbody>
</table>

Data Conversion
Data conversion services will be provided at the following rates:

<table>
<thead>
<tr>
<th>Data Type</th>
<th>Rate</th>
<th>Payment Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bibliographic (w/embedded Items)</td>
<td>$0.09/bib record</td>
<td>50% due at signing; remainder due at 'go live'</td>
</tr>
<tr>
<td>Patron Records</td>
<td>$0.06/patron record</td>
<td>50% due at signing; remainder due at 'go live'</td>
</tr>
<tr>
<td>Circulation Transactions</td>
<td>$2,500.00/data source</td>
<td>50% due at signing; remainder due at 'go live'</td>
</tr>
<tr>
<td>Acquisitions Data</td>
<td>$7,000/data source</td>
<td>50% due at signing; remainder due at 'go live'</td>
</tr>
<tr>
<td>Serials Data</td>
<td>$7,000/data source</td>
<td>30% due at signing; remainder due at 'go live'</td>
</tr>
</tbody>
</table>

Note: The cost for loading bibliographic records includes authority records and holdings data. The cost for loading circulation transactions includes current check outs, unfilled hold requests and unpaid bills. Acquisitions data includes vendors, funds, orders and invoices. Serials data will include all serial control/subscription records along with issue predictions, issues received and associated MFHD statements, if present.

Based on information as of this date, it is expected that Harnett County Public Library migration costs will be:

- 179,200 bibliographic records ($0.09 per record) = $16,188.00
- 38,750 patron records = $2,325.00
- Circulation transaction files = $2,500.00
- (1) Acquisitions file = $7,000.00
- (1) Serials files = $7,000.00
- Total = $34,953.00

The total cost will be different based on the total number of bibliographic and patron records at the time of the final loads.

Bibliographic Record Deduplication

Equinox will conduct bibliographic record deduplication of the incoming bibliographic records against the NC Cardinal EVERGREEN system. There is expected to be only (1) one run for this migration.
**Equinox Hosting & Support**

Equinox is proposing a planned cost increase for hosting and support based on the number of library outlets serving patrons.

The payment schedule will be applied annually. If a library joins during the NC Cardinal contract year, an amount due that is prorated from their joining library go-live date to the NC Cardinal contract renewal date will be applied.

<table>
<thead>
<tr>
<th>Unit Type</th>
<th>Unit Cost</th>
<th>Payment Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>Library Outlet</td>
<td>$1,000.00</td>
<td>Due at ‘go live’</td>
</tr>
</tbody>
</table>

Harnett’s # of outlets is currently 7. The total cost for annual support is $7,000.00

**Training**

Equinox may be contracted to provide training either onsite or remotely for the new member libraries as they join the consortium. The rate for training will be provided at a rate of $2,000.00/day to be inclusive of all travel expenses. Remote training is also offered at a rate of $250/hour. The following training is proposed for the Harnett add-on: Three (3) days onsite and one (1) remote OPAC session. The OPAC session is to be offered before onsite training. The onsite training will include the following modules: Circulation (full day), Cataloging (full day), Acquisitions (half day) and Serials (half day).

<table>
<thead>
<tr>
<th># of Units</th>
<th>Cost</th>
<th>Payment Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>(3) Days</td>
<td>$6,000.00</td>
<td>100% due upon completion of training.</td>
</tr>
<tr>
<td>(2) Hours</td>
<td>$500.00</td>
<td>100% due upon completion of training.</td>
</tr>
</tbody>
</table>

When a project schedule has been approved, the Project Manager will include the Trainer on a conference call with the new library to confirm the final training schedule, dates and travel arrangements.

**Approval**

After the MoU is accepted, Equinox and NC Cardinal will work together with the new library to create a mutually acceptable project schedule. All terms and conditions from the Evergreen services contract between the State Library of North Carolina and Equinox will apply.

**Customer:**

Equinox Software, Inc.
Board Meeting
Agenda Item

MEETING DATE: July 21, 2014

TO: HARNETT COUNTY BOARD OF COMMISSIONERS

SUBJECT: Highland Middle School Public Access Funds

REQUESTED BY: Amanda Bader

REQUEST:
To approve revised agreement between Harnett County and NCDOT for the acceptance of funds from NCDOT for roadway improvements at Highland Middle School.

FINANCE OFFICER'S RECOMMENDATION: 

COUNTY MANAGER'S RECOMMENDATION:
NORTH CAROLINA
HARNETT COUNTY

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

AND

WBS Element: 43680

COUNTY OF HARNETT

THIS AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department" and the County of Harnett, hereinafter referred to as the "County".

WITNESSETH:

WHEREAS, the Department and the County propose to make certain traffic control improvements under said project in Harnett County; and,

WHEREAS, the County has agreed to participate in the cost of the project as hereinafter set out.

NOW, THEREFORE, the parties hereto, each in consideration of the promises and undertakings of the other as herein provided, do hereby covenant and agree, each with the other, as follows:

SCOPE OF THE PROJECT

1. The Project consists of the construction of the school bus entrance at Highland Middle School and improvements to Buffalo Lake Road (SR 1115) at the entrance to Highland Middle School in accordance with the issued driveway permit, including construction of turn lanes and a traffic signal (hereinafter the "Project").

DESIGN AND EQUIPMENT PROCUREMENT

2. Project plans for the turn lanes and the entrance to Highland Middle School shall be prepared by the County. Traffic signal plans shall be prepared by the Department, including electrical and programming details (if applicable).

Agreement ID # 4751
3. The County, at no expense to the Department, shall purchase or furnish from stock all traffic signal equipment necessary for the traffic signal. Said equipment shall be in reasonably close conformity with the standards and specifications of equipment and materials used by the Department. The Department reserves the right to reject the use of any equipment and materials it deems functionally inferior.

UTILITIES AND RIGHT OF WAY

4. It is understood by all parties hereto that all work shall be contained within existing right of way. However, should it become necessary, the County shall provide any required right of way and/or construction easements at no cost or liability whatsoever to the Department. Acquisition of right of way shall be accomplished in accordance with State procedures. The County shall indemnify and save the Department harmless from any and all claims for damages that might arise on account of the right of way acquisition, drainage and construction easements for the construction of the project.

5. The County shall accomplish the relocation or adjustment of any and all utilities in conflict with the construction of the project. Said work shall be accomplished in a manner satisfactory to the Department, and without cost to the Department.

CONSTRUCTION

6. The County, at no expense to the Department, shall enter into and administer the contract for the construction of the turn lanes, the entrance to Highland Middle School and the installation of all traffic signal equipment and perform such other work as required on the project in accordance with the approved project plans, the NCDOT "Standard Specifications for Roads and Structures", January 2012, "Roadway Standard Drawings", January 2012 and any addendum, all local codes and ordinances, and the procedures set out herein below shall be followed:

A. No work shall be performed by the County prior to approval of the driveway permit by the Department.

B. Installation of the traffic signal shall be done by a licensed electrical contractor familiar with traffic signal construction.

C. All preliminary and construction engineering, supervision, and labor pertaining to the signal installation will be furnished by the County.
D. The Department’s Division Engineer shall have the right to inspect, sample or test, and approve or reject any materials or construction methods used during the construction of the project.

E. Upon completion of the project, and prior to final acceptance by the Department, the County, will furnish to the Department’s Division Engineer one (1) signal inventory control sheet and one (1) set of “Plan of Record” plans.

F. Prior to final acceptance by the Department, the Division Engineer shall have the right to make a final inspection of the completed work.

G. Failure on the part of the County, to comply with any of these provisions will be grounds for the Department to terminate the project.

H. The County agrees to pursue the completion of the work covered by this Agreement as expeditiously as feasible and to complete all work within 180 Days of notice to proceed.

7. During installation of the signal equipment, the Department shall inspect the work being performed by the County to ensure compliance with the project plans, the current NCDOT traffic signal specifications, and the terms of this Agreement.

8. The County shall install thermoplastic pavement markings where pavement markings are required on the project.

FUNDING

9. Subject to compliance by the County with the provisions set forth in this Agreement, the Department shall participate in the costs of the turn lanes and school entrance in an amount not to exceed $125,000. Costs which exceed this amount shall be borne by the County. The County may bill the Department for actual costs as herein stated. Reimbursement to the County shall be made upon completion upon approval of said invoice by the Division Engineer and the Department’s Financial Division.

MAINTENANCE

10. Upon completion of the project, the Department shall own and control the traffic signal and maintenance will be accomplished in the same manner as maintenance of other state system signalized intersections within the municipal limits.

Agreement ID # 4751

3
ADDITIONAL PROVISIONS

11. By Executive Order 24, issued by Governor Perdue, and N.C. G.S.§ 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor).

IT IS UNDERSTOOD AND AGREED that the approval of the project by the Department is subject to the conditions of this Agreement.
IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and the County by authority duly given.

ATTEST: COUNTY OF HARNETT

BY: ___________________________ BY: ___________________________

TITLE: ___________________________ TITLE: ___________________________

DATE: ___________________________

Approved by ___________________________ of the local governing body of the County of Harnett

as attested to by the signature of Clerk of said governing body on _________________________ (Date)

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

Federal Tax Identification Number

______________________________

(SEAL)

Remittance Address:

County of Harnett

______________________________

______________________________

DEPARTMENT OF TRANSPORTATION

BY: ___________________________

(CHIEF ENGINEER)

DATE: ___________________________

PRESENTED TO BOARD OF TRANSPORTATION ITEM O: ___________________________

Agreement ID # 4751
THIS REIMBURSEMENT AGREEMENT, entered into this 15th day of
MAY, 2014, by and between Harnett County Board of Education,
(hereinafter referred to as "BOE"), and the County of Harnett, a body politic organized
and existing under the laws of the State of North Carolina, with its principal place of
business in the Town of Lillington, North Carolina (hereinafter referred to as "Harnett
County");

THAT WHEREAS, BOE is funding the construction of the Highland Middle
School project.

AND THAT WHEREAS, Harnett County has received a grant in the form of a
Locally Administered Project-State Public Access Agreement dated from the State of
North Carolina Department of Transportation in the sum of One Hundred Twenty Five
Thousand Dollars ($125,000.00) (the "DOT AGREEMENT"), a copy of which is attached
hereto and incorporated by reference, to be used to reimburse BOE for the cost of the
construction of the school bus entrance at Highland Middle School and improvements to
Buffalo Lake Road (SR 1115) at the entrance to Highland Middle School.

IT IS THEREFORE AGREED, between the parties that:

1. BOE will cause to be constructed the school bus entrance and
improvements to Buffalo Lake Road as approved by NCDOT and Harnett County will
reimburse BOE a sum not to exceed of One Hundred Twenty Five Thousand Dollars
($125,000.00) towards the cost of the construction of said improvements from proceeds
received from NCDOT through the DOT Agreement. The parties understand that the
funding provided by Harnett County is through NCDOT grant funding and no other
source. Harnett County shall not be responsible for the payment of any costs outside of
the funding agreement and funds received from the NCDOT pursuant to the DOT
Agreement.

2. At the completion of the project, Harnett County Schools shall submit to
the county, invoices for materials, labor, and supplies incurred by BOE until such time
as the total of the invoices equals the amount of the DOT AGREEMENT.

3. That in constructing said roads BOE will at all times comply with any terms
of and conditions of approval and construction as set forth in the DOT Agreement, as if
BOE is the contractor in place of Harnett County.

4. The terms of this Agreement shall be binding on each of the parties hereto
or their successors and assigns.

5. BOE shall indemnify and hold Harnett County and their agents, officers, appointees, members, representatives, elected officials, employees, guests, and invitees harmless from any and all claims, liabilities, penalties, damages, expenses, and judgments for injuries or accidents to persons or damage to property of any nature and cause whatsoever arising directly or indirectly from the negligence of BOE, its trustees, agents, officers, and employees, while performing pursuant to this reimbursement agreement. BOE'S obligation to indemnify Harnett County shall include, without limitations, costs, expenses, and attorney's fees (including those on appeal) incurred in defense of such claims, whether or not such are adequately covered by insurance. The parties hereby agree that under no circumstances shall Harnett County be liable for indirect, consequential, special, or exemplary damages such as, but not limited to, loss of revenue or anticipated profits or other damage related to this reimbursement agreement. The indemnification requirement set forth in this Article shall survive termination of this agreement and shall not limit any other indemnification provisions in this Agreement.

6. No Amendment or modification of this reimbursement agreement shall be binding upon either party hereto or their successors in interest unless such amendment or modification shall be set forth in writing and executed by each party in interest.

7. This Agreement contains the entire understanding of the parties and there are no representations, covenants or undertakings other than those expressly set forth herein.

8. Any and all required notices herein shall be in writing or facsimile transmission to each party as follows:

Harnett County Board of Education:  
Tom Frye  
Lillington, NC 27546

Harnett County: County Manager  
P.O. Box 759  
Lillington, NC 27546

If said notice is sent via facsimile, it shall be deemed received as shown on a confirmation receipt maintained by the sending party.
IN WITNESS WHEREOF, the parties hereto have executed this reimbursement agreement in duplicate originals, one of which is retained by each of the parties, this the day and year first written above.

By: [Signature]

Chuck Levorse, Chairman

ATTEST:

[Signature]

Tom Frye, Superintendent
County of Harnett

By: ____________________________
Chairman, Harnett County Board of Commissioners

ATTEST:

Margaret Regina Wheeler
Clerk

This instrument has been preaudited in the manner required by the local government budget and fiscal control act.

Kim Gerley
Harnett County Finance Officer
THIS AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department" and the County of Harnett, hereinafter referred to as the "County".

WITNESSETH:

WHEREAS, the parties have agreed to make certain improvements within the County under WBS Element 43680 in accordance with the plans and specifications approved by the Department; and,

WHEREAS, this Agreement is made under the authority granted to the Department by the North Carolina General Assembly including, but not limited to, the following applicable legislation: General Statutes of North Carolina (NCGS) Section 136-66.1, Section 136-66.3, Section 136-18 (24) and (27), Section 20-169, Section 160A-296 and Section 297, to participate in the planning and construction of the Project approved by the Board of Transportation for the safe and efficient utilization of transportation systems for the public good; and,

WHEREAS, the Department and the County have agreed that the jurisdictional limits of the Parties, as of the date of the awarding of the contract for the construction of the above-mentioned Project, are to be used in determining the duties, responsibilities, rights and legal obligations of the parties hereto for the purposes of this Agreement; and,

WHEREAS, the parties to this Agreement have approved the construction of said Project with cost participation and responsibilities for the Project as hereinafter set out.

NOW, THEREFORE, the parties hereto, each in consideration of the promises and undertakings of the other as herein provided, do hereby covenant and agree, each with the other, as follows:
SCOPE OF PROJECT

1. The Project consists of the construction of the school bus entrance at Highland Middle School and improvements to Buffalo Lake Road (SR1115) at the entrance to Highland Middle School in accordance with the issued driveway permit (hereinafter the "Project").

PROCUREMENT OF SPECIALIZED SERVICES

2. If the County causes the professional engineering services required by this Agreement to be performed by contracting with a private engineering firm and seeks reimbursement for said services under this agreement, it is agreed as follows:

A. The County shall ensure that an engineering firm is obtained through an equitable selection process and that prescribed work is properly accomplished in a timely manner, at a just and reasonable cost.

B. The County, when procuring architectural, professional and engineering services, must adhere to North Carolina Department of Transportation Policies and Procedures for Major Professional or Specialized Services Contracts. This policy conforms to N.C.G.S. 143-64, Parts 31 and 32.

C. The County shall submit all professional services contract proposals to the Department for review and approval prior to execution of the professional services contract by the County. In the event that the professional services contract proposal (engineering) exceeds $30,000, a pre-negotiation audit must be requested from the Department's External Audit Branch. A pre-negotiation audit of a contract under $30,000 will be performed by the Department's External Audit Branch if the County requests it.

D. Reimbursement for construction administration costs cannot exceed fifteen percent (15%) of the actual construction contract cost. This applies to private engineering firms and/or work performed by the County. If the County elects to procure a private consulting firm to conduct Project administration, the County shall be responsible for submitting the consulting firm's proposal to the Division Engineer for review and approval. The County, and/or its agent, shall perform Project administration in accordance with all Departmental policies and procedures.

E. All work shall be prepared and submitted using computer software and applications approved by the Department and compatible with departmental equipment and programs.
F. Small Professional and Engineering Services Requirements: Any contract entered into with another party to perform work associated with the requirements of this agreement shall contain appropriate provisions regarding the utilization of Small Professional Services Firms (SPSF). This policy conforms with the SPSF Guidelines as approved by the NC Board of Transportation. These provisions are incorporated into this Agreement by reference [www.ncdot.org/doh/preconstruction/contracts/sp20012sp/municipal.html](http://www.ncdot.org/doh/preconstruction/contracts/sp20012sp/municipal.html).

- The County shall not advertise nor enter into a contract for services performed as part of this Agreement, unless the Department provides written approval of the advertisement or the contents of the contract.

- If the County fails to comply with these requirements, the Department will withhold funding until these requirements are met.

PLANNING AND DESIGN

3. The County, and/or its consultant, shall prepare the environmental and/or planning document and obtain any environmental permits needed for the Project. All work shall be done in accordance with departmental standards, specifications, policies and procedures.

4. The County shall design and prepare the plans and specifications for the roadway improvements in accordance with the Department's standard practices, regulations and guidelines for transportation improvements. The Department shall review and approve Project plans and specifications. The Department shall design the traffic signal.

UTILITIES

5. The County, without any cost or liability whatsoever to the Department, shall relocate and adjust all utilities in conflict with the Project. All utility work shall be performed in a manner satisfactory to and in conformance with rules and regulations of the Department prior to the County beginning construction of the Project. The County shall make all necessary adjustments to house or lot connections or services lying within the right of way or construction limits of the Project, whichever is greater, regardless of ownership of the connections or services. Any encroachment agreement and/or permits required for the Project must be obtained from the Division Office. All work shall be performed in accordance with the Department's approved Utility Relocation Policy and standard procedures for utility improvements.
RIGHT OF WAY

6. The County, at no expense or liability whatsoever to the Department, shall be responsible for acquiring any needed right of way and/or permanent easements required for said Project. If the Project is not to be constructed within the existing right of way, the County will be responsible for any additional right of way or easements. Acquisition of right of way shall be accomplished in accordance with applicable policies, guidelines, statutes and the North Carolina Department of Transportation Right of Way Manual.

The County shall remove from said right of way all obstructions and encroachments of any kind or character (including hazardous and contaminated materials). The County shall indemnify and save harmless the Department from any and all claims for damages that might arise on account of said right of way acquisition, and construction easements for the construction of said Project.

CONSTRUCTION

7. The County shall construct, or cause to be constructed, the Project in accordance with the plans and specifications of said Project as filed with, and approved by, the Department. The County shall enter into and shall administer the construction contract for said Project and the procedures set out herein below shall be followed:

A. Prior to advertising the Project for construction bids, the County or its agents, shall submit for approval by the Department, the final construction plans, the total contract proposal, and an estimate of the Project costs to the Division Engineer. Bids received along with proper documentation of Municipal approval shall be submitted to the Division Engineer for review and approval by the Department prior to the contract being awarded by the County. Upon award of the Project, the County shall provide the Division Project Manager copies of the executed contract and sets of plans as requested.

B. The County shall follow Department regulations, and North Carolina General Statutes regulations pertaining to bid procedures in the award of the contract and purchases. The County shall not enter into any contractual agreement for any phase of the Project without prior written approval from the Department.

C. The construction engineering and supervision will be furnished by the County. Said work shall be accomplished in accordance with terms set out in Provision #2 of this Agreement.

D. The Department's Division Engineer shall have the right to inspect, sample, test, and approve or reject any portion of the Project being performed by the County or the County's
contractor, to ensure compliance with the provisions of this Agreement. The Department will furnish the County with any forms that may be needed in order to follow standard Departmental practices and procedures in the administration and performance of the contract.

E. The County shall sample and test all materials in reasonable close conformity with the Department's Guide for Process Control and Acceptance Sampling and Testing. The Division Engineer shall be provided a copy of the testing results.

F. During construction of the Project, if any changes in the plans are necessary, such changes must be approved by the Division Engineer prior to the work being performed.

G. All materials incorporated in the Project and workmanship performed by the contractor shall be in reasonable close conformity with the Standards and Specifications of the Department.

H. Upon completion of the Project, the County shall furnish the Division Engineer with complete sets of "Plan of Record" and/or "As Built" plans for the roadway improvements as requested.

I. Prior to the final acceptance and payment by the Department, the Division Engineer shall make a final inspection of the completed work. The Division Engineer will be responsible for final acceptance of the completed work on behalf of the Department.

J. During construction of the Project, the County shall provide and maintain adequate barricades, signs, signal lights, flagmen, and other warning devices for the protection of traffic in conformation with standards and specifications of the Department and the current edition of the Manual on Uniform Traffic Control Devices for Streets and Highways published by the Federal Highway Administration.

K. In the event the Project is not let to contract within six (6) months after receiving final approval of construction plans and proposals from the Department, the County shall be responsible for documenting to the Department justification for project delay and that the Project remains in compliance with the terms of this Agreement, the approved plans and specifications, and current codes.

L. The County shall complete construction of the Project, in accordance with the terms of this Agreement within five year(s) of execution of this Agreement. If the County has not completed its responsibilities to the satisfaction of the Department, including satisfactory progress of the various phases of the Project, the unexpended balance of funds may be
recalled by the Department and assigned to other Projects by the Board of Transportation and the County shall reimburse costs incurred by the Department associated with the Project.

CONSTRUCTION SUBCONTRACTOR GUIDELINES

8. Any construction contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Minority Businesses and Women Businesses as required by GS 136-28.4 and the North Carolina Administrative Code.

A. The Department will provide the appropriate provisions to be contained in those contracts. Those provisions are available on the Department’s website at https://connect.ncdot.gov/projects/Contracts/Pages/PGA-Projects.aspx

B. No advertisement shall be made nor any contract be entered into for services to be performed as part of this Agreement without prior written approval of the advertisement or contents of the contract by the Department.

C. Failure to comply with these requirements will result in funding being withheld until such time as these requirements are met.

FUNDING

9. Subject to compliance by the County with the provisions set forth in this Agreement, and the availability of funds, the Department shall participate in the actual Construction costs of the roadway improvements up to a maximum amount of $125,000. Costs which exceed this amount shall be borne by the County. Reimbursement to the County shall be made upon approval of the invoice by the Department’s Division Engineer and the Department’s Fiscal Section.

A. The County may bill the Department for actual costs by submitting an itemized invoice and requested documentation to the Department. Reimbursement shall be made upon completion. By submittal of said invoice, the County certifies that it has adhered to all applicable state laws and regulations as set forth in this Agreement.

B. Force account work is only allowed when there is a finding of cost effectiveness for the work to be performed by some method other than contract awarded by competitive bidding process. Written approval from the Division Engineer is required prior to the use of force
account by the County. Said invoices for force account work shall show a summary of labor, labor additives, equipment, materials and other qualifying costs in conformance with the standards for allowable costs set forth in Office of Management and Budget (OMB) Circular A-87 (www.whitehouse.gov/omb/circulars/a087/a087.html). Reimbursement shall be based on actual cost incurred with the exception of equipment owned by the County or its Project partners. Reimbursement rates for equipment owned by the County or its Project partners cannot exceed the Department's rates in effect for the time period in which the work is performed.

C. In accordance with OMB Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations" (www.whitehouse.gov/omb/circulars/a133/a133.html), the County shall arrange for an annual independent financial and compliance audit of its fiscal operations. The County shall furnish the Department with a copy of the annual independent audit report within thirty (30) days of completion of the report, but not later than nine (9) months after the County’s fiscal year ends.

D. The County shall maintain all books, documents, papers, accounting records, and such other evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, the County shall make such materials available at its office at all reasonable times during the contract period, and for five (5) years from the date of final payment under this Agreement, for inspection and audit by the Department's Fiscal Section.

E. The County agrees that it shall bear all costs for which it is unable to substantiate actual costs.

F. Failure on the part of the County to comply with any of these provisions will be grounds for the Department to terminate participation in the costs of the Project.

G. All invoices associated with the Project must be submitted within six months of the completion of the Project to be eligible for reimbursement by the Department.

H. The Project must progress in a satisfactory manner as determined by the Department. If the Project does not remain active, the Department reserves the right to de-obligate said funding.

I. The expenses incurred by the Department for reviews, approvals, inspections and other tasks set forth in this Agreement are an eligible Project cost and charged to allocated Project funding.
TRAFFIC

10. All traffic operating controls and devices shall be established, enforced, and installed in accordance with the North Carolina General Statutes, the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways, the latest edition of the "Policy on Street and Driveway Access to North Carolina Highways", and maintained and controlled by the Department upon completion of the Project.

MAINTENANCE

11. Upon completion of the Project, only those improvements within the state owned right of way shall be considered on the State Highway System and owned and maintained by the Department.

ADDITIONAL PROVISIONS

12. The County shall comply with Title VI of the Civil Rights Act of 1964 (Title 49 CFR, Subtitle A, Part 21). Title VI prohibits discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.

13. This Agreement is solely for the benefit of the identified parties to the Agreement and is not intended to give any rights, claims, or benefits to third parties or to the public at large.

14. It is the policy of the Department not to enter into any agreement with parties that have been debarred by any government agency. By execution of this Agreement, the County certifies that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by a governmental department or agency.

15. Each of the parties covenants that if it enters into any subcontracts in order to perform any of its obligations under this contract, it shall require that the contractors and their subcontractors comply with the requirements of NC Gen. Stat Article 2 of Chapter 64. In this E-Verify Compliance section, the words contractors, subcontractors, and comply shall have the meanings intended by N.C. Gen. Stat. § 150A-20.1.

16. The County shall certify to the Department compliance with all applicable State laws and regulations and ordinances and shall indemnify the Department against any fines, assessments or other penalties resulting from noncompliance by the County or any entity performing work under contract with the County.

Agreement ID # 4751
17. The County is solely responsible for all agreements, contracts, and work orders entered into or issued by the County for this Project. The Department is not responsible, for any expenses or obligations incurred for the Project except those specifically eligible in the terms of this Agreement. However, at no time shall the Department reimburse the County costs which exceed the total funding for this Project.

18. The County will indemnify and hold harmless the Department and the State of North Carolina, their respective officers, directors, principals, employees, agents, successors, and assigns from and against any and all claims for damage and/or liability in connection with the Project activities performed pursuant to this Agreement including construction of the Project. The Department shall not be responsible for any damages claims, which may be initiated by third parties.

19. The Department must approve any assignment or transfer of the responsibilities of the County set forth in this Agreement to other parties or entities.

20. If the County decides to terminate the Project without the concurrence of the Department, the County shall reimburse the Department one hundred percent (100%) of all costs expended by the Department and associated with the Project. Any notification of termination of this Project shall be in writing to the other party. Reimbursement to the Department shall be made in one lump sum payment within sixty (60) days of billing. A late payment penalty and interest shall be charged on any unpaid balance due in accordance with G.S. 147-86.23 and G.S. 105-241.21.

21. In compliance with state policy, the County, and/or its agent, including all contractors, subcontractors, or sub-recipients shall have a Conflict of Interest Policy and adhere to the Department's Women Business Enterprise (WBE) and Minority Business Enterprise (MBE) policy which requires goals to be set and participation to be reported, as more fully described in the Subcontractor Guidelines section of this Agreement.

22. All terms and conditions of this Agreement are dependent upon, and subject to, the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

23. By Executive Order 24, issued by Governor Perdue, and N.C. G.S.§ 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources,
Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor).

IT IS UNDERSTOOD AND AGREED that the approval of the Project by the Department is subject to the conditions of this Agreement and that no expenditure of funds on the part of the Department will be made until the terms of this Agreement have been complied with on the part of the County.
IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and the County by authority duly given.

L.S. ATTEST: COUNTY OF HARNETT
BY: Margaret Regenia Wheeler BY: Tommy R. Burn
TITLE: Clerk TITLE: County Manager
DATE: 4-21-14

"N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from anyone seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization."

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

(Seal)

Kimberly W. Strong
(Finance Officer)

Federal Tax Identification Number
56-6000306

Remittance Address:
County of Harnett
PO Box 759
Lillington NC 27546

DEPARTMENT OF TRANSPORTATION
BY: ________________________
(CHIEF ENGINEER)
DATE: ________________________

PRESENTED TO THE BOARD OF TRANSPORTATION ITEM 0: ________________________

Agreement ID # 4751
Board Meeting Agenda Item

MEETING DATE: July 7, 2014

TO: HARNETT COUNTY BOARD OF COMMISSIONERS

SUBJECT: Mid-Carolina Area Agency on Aging Home and Community Care Block Grant funding allocations

REQUESTED BY: Administration

REQUEST:
Administration, on behalf of several agencies, requests approval to accept funding allocations from Mid-Carolina Area Agency on Aging Home and Community Care Block Grant

FINANCE OFFICER'S RECOMMENDATION:

COUNTY MANAGER'S RECOMMENDATION:
June 6, 2014

Mr. Tommy Burns  
Harnett County Manager  
P.O. Box 759  
Lillington, NC 27546

Dear Mr. Burns:

Home and Community Care Block Grant funding allocations have not been finalized for FY 2014-2015 as of yet; but the County has been instructed to use the current funding levels for planning purposes at this time. For the upcoming fiscal year, the Home Improvement service program will be discontinued. The Committee is recommending that the funds from that service be divided between In-home Aide and Transportation, and that the other service provider allocations be maintained as currently distributed.

You will find enclosed:

- Lead Agency Designation, DOA-730
- County Services Summary, DOA-731
- Provider Services Summary, DOA-732 (for each provider)
- Agreement for the Provision of County-Based Aging Services, DOA-735

The County Summary and the County Agreement require the signature of the Chairman of the Board of Commissioners. The Provider Summaries need the signature of the Chairman and the County Finance Officer.

If you have any questions, please call me.

Thank you,

Glenda A. Dye  
Aging Director

Enclosures

"PROGRESS THROUGH INTERGOVERNMENTAL COOPERATION"
Home and Community Care Block Grant for Older Adults

County Funding Plan

Identification of Agency or Office with Lead Responsibility for County Funding Plan

County: Harnett

July 1, 2014 through June 30, 2015

The agency or office with lead responsibility for planning and coordinating the County Funding Plan recommends this funding plan to the Board of Commissioners as a coordinated means to utilize community-based resources in the delivery of comprehensive aging services to older adults and their families.

Mid-Carolina Area Agency on Aging

(Name of agency/office with lead responsibility)

Authorized signature: Glenda A. Dye, Aging Director

(Signature)

06-06-14 (date)

(Type name and title of signatory agent)
### Home and Community Care Block Grant for Older Adults

#### County Funding Plan

**County:** Harnett

**July 1, 2014 through June 30, 2015**

#### County Services Summary

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*Senior Center Operations*

Coats Senior Center: 7872
Dunn Senior Enrichment Center: 7872

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**Signature, Chairman, Board of Commissioners:**

Harnett County Finance

---

THIS INSTRUMENT HAS BEEN PREAUDITED IN THE MANNER REQUIRED BY THE LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT.
**Home and Community Care Block Grant for Older Adults**

**County Funding Plan**

**Provider Services Summary**

<table>
<thead>
<tr>
<th>Ser. Delivery</th>
<th>A</th>
<th>Block Grant Funding</th>
<th>B</th>
<th>Required</th>
<th>C</th>
<th>Net*</th>
<th>D</th>
<th>NSIP</th>
<th>E</th>
<th>Total</th>
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<th>Projected</th>
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<th>Projected</th>
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<th>Projected</th>
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<td>Direct</td>
<td>Punch</td>
<td>Access</td>
<td>In-Home</td>
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<td>Local Match</td>
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<td>Subsidy</td>
<td>Funding</td>
<td>Reimburse Rate</td>
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<td>Units</td>
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<td>205783</td>
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**Adult Day Care & Adult Day Health Care Net Service Cost**

<table>
<thead>
<tr>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
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<th>F</th>
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</table>

Certification of required minimum local match availability.

Required local match will be expended simultaneously with Block Grant Funding.

Authorized Signature, Title

Community Service Provider

Signature, County Finance Officer

Signature, Chairman, Board of Commissioners

Date
### Home and Community Care Block Grant for Older Adults

**County Funding Plan**

**Provider Services Summary**

**July 1, 2014 through June 30, 2015**

<table>
<thead>
<tr>
<th>Services</th>
<th>Block Grant Funding</th>
<th>Required Local Match</th>
<th>Net* Serv Cost</th>
<th>NSIP Subsidy</th>
<th>Total Funding</th>
<th>Projected HCCBG</th>
<th>Projected HCCBG Rate</th>
<th>Projected HCCBG Clients</th>
<th>Projected HCCBG Total Units</th>
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</table>

**Total**

| 0                    | 15876               | 0                    | 15876          | 17640        | 17640         | 1216            | 14 50               | 3                         | 1216                      |

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

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

**Authorized Signature, Title Date**

**Community Service Provider Date**

**Signature, County Finance Officer Date**

**Signature, Chairman, Board of Commissioners Date**
**Provider Services Summary**

<table>
<thead>
<tr>
<th>Services</th>
<th>A Block Grant Funding</th>
<th>B Required Local Match</th>
<th>C Net* Serv Cost</th>
<th>D NSIP Subsidy</th>
<th>E Total Funding</th>
<th>F Projected HCCBG Units</th>
<th>G Projected Reimburse Rate</th>
<th>H Projected HCCBG Clients</th>
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<tbody>
<tr>
<td>Transportation Medical</td>
<td>83568</td>
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<td>Transportation General</td>
<td>24962</td>
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</table>

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

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

**Signature, County Finance Officer**

**Signature, Chairman, Board of Commissioners**

**Authorized Signature, Title**

**Date**
<table>
<thead>
<tr>
<th>Services</th>
<th>Direct</th>
<th>Parc</th>
<th>Access</th>
<th>In-Rome</th>
<th>Other</th>
<th>Total</th>
<th>Required Local Match</th>
<th>NSIP Subsidy</th>
<th>Total Funding</th>
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<tbody>
<tr>
<td>Senior Services</td>
<td></td>
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<td>875</td>
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</tbody>
</table>

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

Daily Care: ADC ADHC
Transportation: 
Administrative: 
Net Ser. Cost Total: 

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

David McLeam, Executive Director 5-16-14
Authorized Signature, Title
Community Service Provider

Signature, County Finance Officer 7-11-14
Signature, Chairman, Board of Commissioners 7-11-14
### Home and Community Care Block Grant for Older Adults

#### County Funding Plan

**Provider Services Summary**

<table>
<thead>
<tr>
<th>Services</th>
<th>Direct</th>
<th>Parch.</th>
<th>Access</th>
<th>In-Home</th>
<th>Other</th>
<th>Total</th>
<th>Local Match</th>
<th>Net* Serv Cost</th>
<th>NSIP Subsidy</th>
<th>Total Funding</th>
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<td>8747</td>
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</table>

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

**Daily Care**

- **ADC**: [Check One]
  - [ ]

**Transportation**

- [ ]

**Administrative**

- [ ]

Net Serv. Cost Total

- [ ]

---

**Certification of required minimum local match availability.**

Required local match will be expended simultaneously with Block Grant Funding.

- **Authorised Signature, Title**: [Name]
  - **Date**: [Date]

- **Chairman, Board of Commissioners**: [Name]
  - **Date**: [Date]

---
This Agreement, entered into as of this 1st day of July, 2014, by and between the County of Harnett (hereinafter referred to as the "County") and the Mid-Carolina Area Agency on Aging, (hereinafter referred to as the "Area Agency").

Witnesseth That:

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

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

1. As provided in the Area Plan, community service providers specified by the County to encourage maximum collocation and coordination of services for older persons are as follows:

   Harnett County Department of Public Health, Division on Aging

1.(a) The Community Service Provider(s), shall be those specified in the County Funding Plan on the Provider Services Summary format(s) (DOA-732) for the period ending June 30 for the year stated above.

2. Availability of Funds. The terms set forth in this Agreement for payment are contingent upon the receipt of Home and Community Care Block Grant funding by the Area Agency.

3. Grant Administration. The grant administrator for the Area Agency shall be Glenda Dye, Aging Director. The grant administrator for the County shall be the County Manager.
It is understood and agreed that the grant administrator for the County shall represent the County in the performance of this Agreement. The County shall notify the Area Agency in writing if the administrator changes during the grant period. Specific responsibilities of the grant administrator for the County are provided in paragraph seven (7) of this Agreement.

4. Services authorized through the County Funding Plan, as specified on the Provider Services Summary format(s) (DOA-732) are to commence no later than July 1 of the state fiscal year and shall be undertaken and pursued in such sequence as to assure their expeditious completion. All services required hereunder shall be completed on or before the end of the Agreement period, June 30 of the state fiscal year.

5. Assignability and Contracting. The County shall not assign all or any portion of its interest in this Agreement. Any purchase of services with Home and Community Care Block Grant for Older Adults funding shall be carried out in accordance with the procurement and contracting policy of the community services provider or, where applicable, the Area Agency, which does not conflict with procurement and contracting requirements contained in 45 CFR 92.36. Federal funds shall not be awarded to any subrecipients who have been suspended or debarred by the Federal government. In addition, Federal funds may not be used to purchase goods or services costing over $100,000 from a vendor that has been suspended or debarred from Federal grant programs.

6. Compensation and Payments to the County. The County shall be compensated for the work and services actually performed under this Agreement by payments to be made monthly by the Area Agency. Total reimbursement to the community service providers under this Agreement may not exceed the grand total of Block Grant funding, as specified on the Provider Services Summary Format (DOA-732).

(a) Interim Payments to the County

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

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

c) Role of the Area Agency

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

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

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

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

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

The Area Agency may authorize community service providers to implement budget revisions which do not cause the County to fall below minimum budgeting requirements for access, in-
home, congregate, and home delivered meals services, as specified in Division of Aging and Adult Services budget instructions issued to the County. If a budget revision will cause the County to fall below minimum budgeting requirements for any of the aforementioned services, as specified in Division of Aging and Adult Services budgeting instructions issued to the County, the grants administrator for the County shall obtain written approval for the revision from the Area Agency prior to implementation by the community service provider, so as to assure that regional minimum budgeting requirements for the aforementioned services will be met.

In the event the Service Provider’s rate of progress on the contract is leading to under spending at the end of the contract period, the Area Agency may reallocate Home and Community Care Block Grant funds within the county as necessary to most effectively utilize funds.

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

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

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

Counties and community service providers will receive a written report of monitoring findings in accordance with procedures established in Section 308 of the AAA Policies and Procedures Manual (7/1/03 and revised 10/1/09). Any areas of non-compliance will be addressed in a written corrective action plan with the community service provider.

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

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

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

10. **Termination for Cause.** If through any cause, the County shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or the County has or shall violate any of the covenants, agreements, representations or stipulations of this Agreement, the Area Agency shall have the right to terminate this Agreement by giving the Chairman of the Board of Commissioners written notice of such termination no fewer than fifteen (15) days prior to the effective date of termination. In such event, all finished documents and other materials collected or produced under this Agreement shall at the option of the Area Agency, become its property. The County shall be entitled to receive just and equitable compensation for any work satisfactorily performed under this Agreement.

11. **Audit.** The County agrees to have an annual independent audit in accordance with North Carolina General Statutes, North Carolina Local Government Commission requirements, Division of Aging and Adult Services Program Audit Guide for Aging Services and Federal Office of Budget and Management (OMB) Circular A-133.

Community service providers, as specified in paragraph one (1), who are not units of local government or otherwise subject to the audit and other reporting requirements of the Local Government Commission are subject to audit and fiscal reporting requirements, as stated in NC General Statute 143C-6-22 and 23 and OMB Circular A-133, where applicable. Applicable community service providers must send a copy of their year-end financial statements, and any required audit, to the Area Agency on Aging. Home and Community Care Block Grant providers are not required to submit Activities and Accomplishments Reports. For-profit corporations are not subject to the requirements of OMB Circular A-133, but are subject to NC General Statute 143C-6-22 and 23 and Yellow Book audit requirements, where applicable. **Federal funds** may not be used to pay for a Single or Yellow Book audit unless it a federal requirement. **State funds** will not be used to pay for a Single or Yellow Book audit if the provider receives less than $500,000 in state funds. The Department of Health and Human Services will provide confirmation of federal and state expenditures at the close of the state fiscal year. Information on audit and fiscal reporting requirements can be found at [https://www.ncgrants.gov/NCGrants/PublicReportsRegulations.jsp](https://www.ncgrants.gov/NCGrants/PublicReportsRegulations.jsp).
The following provides a summary of reporting requirements under NCGS 143C-6-22 and 23 and OMB Circular A-133 based upon funding received and expended during the service provider’s fiscal year.

<table>
<thead>
<tr>
<th>Annual Expenditures</th>
<th>Report Required to AAA</th>
<th>Allowable Cost for Reporting</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than $25,000 in State or Federal funds</td>
<td>Certification form and State Grants Compliance Reporting &lt;$25,000 (item #11, Activities and Accomplishments does not have to be completed) OR Audited Financial Statements in Compliance with GAO/GAS (i.e. Yellow Book)</td>
<td>N/A</td>
</tr>
<tr>
<td>Greater than $25,000 and less than $500,000 in State or Federal Funds</td>
<td>Certification form and Schedule of Grantee Receipts &gt;$25,000 and Schedule of Receipts and Expenditures OR Audited Financial Statements in Compliance with GAO/GAS (i.e. Yellow Book)</td>
<td>N/A</td>
</tr>
<tr>
<td>$500,000+ in State funds and Federal pass through in an amount less than $500,000</td>
<td>Audited Financial Statement in compliance with GAO/GAS (i.e. Yellow Book)</td>
<td>May use State funds, but not Federal Funds</td>
</tr>
<tr>
<td>$500,000+ in State funds and $500,000+ in Federal pass through funds (i.e. at least $1,000,000)</td>
<td>Audited Financial Statement in compliance with OMB Circular A-133 (i.e. Single Audit)</td>
<td>May use State and Federal funds</td>
</tr>
<tr>
<td>Less than $500,000 in State funds and $500,000+ in Federal pass through funds</td>
<td>Audited Financial Statement in compliance with OMB Circular A-133 (i.e. Single Audit)</td>
<td>May use Federal funds, but not State funds.</td>
</tr>
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</table>
12. **Audit/Assessment Resolutions and Disallowed Cost.** It is further understood that the community service providers are responsible to the Area Agency for clarifying any audit exceptions that may arise from any Area Agency assessment, county or community service provider single or financial audit, or audits conducted by the State or Federal Governments. In the event that the Area Agency or the Department of Health and Human Services disallows any expenditure made by the community service provider for any reason, the County shall promptly repay such funds to the Area Agency once any final appeal is exhausted in accordance with paragraph nine (9). The only exceptions are if the Area Agency on Aging is designated as a community service provider through the County Funding Plan or, if as a part of a procurement process, the Area Agency on Aging enters into a contractual agreement for service provision with a provider which is in addition to the required County Funding Plan formats. In these exceptions, the Area Agency is responsible for any disallowed costs. The County or Area Agency on Aging can recoup any required payback from the community service provider in the event that payback is due to a community service provider's failure to meet OMB Circular A-122 requirements, requirements of A-110, requirements of 45CFR, Part 1321, and 45CFR, Part 92, or state eligibility requirements as specified in policy.

13. **Indemnity.** To the extent permitted by law, the County agrees to indemnify and save harmless the Area Agency, its agents, and employees from and against all loss, cost, damages, expenses, and liability arising out of performance under this Agreement to the extent of errors or omissions of the County.

14. **Equal Employment Opportunity and Americans With Disabilities Act Compliance.** Both the County and community service providers, as identified in paragraph one (1), shall comply with all federal and state laws relating to equal employment opportunity and accommodation for disability.

15. **Data to be Furnished to the County.** All information which is existing, readily available to the Area Agency without cost and reasonably necessary, as determined by the Area Agency's staff, for the performance of this Agreement by the County shall be furnished to the County and community service providers without charge by the Area Agency. The Area Agency, its agents and employees, shall fully cooperate, with the County in the performance of the County's duties under this Agreement.

16. **Rights in Documents, Materials and Data Produced.** The County and community service providers agree that at the discretion of the Area Agency, all reports and other data prepared by or for it under the terms of this Agreement shall be delivered to, become and remain, the property of the Area Agency upon termination or completion of the work. Both the Area Agency and the County shall have the right to use same without restriction or limitation and without compensation to the other. For the purposes of this Agreement, "data" includes
writings, sound recordings, or other graphic representations, and works of similar nature. No reports or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the County.

17. **Interest of the Board of Commissioners.** The Board of Commissioners covenants that neither the Board of Commissioners nor its agents or employees presently has an interest, nor shall acquire an interest, direct or indirect, which conflicts in any manner or degree with the performance of its service hereunder, or which would prevent, or tend to prevent, the satisfactory performance of the service hereunder in an impartial and unbiased manner.

18. **Interest of Members of the Area Agency, Lead Regional Organization, and Others.** No officer, member or employee of the Area Agency or Lead Regional Organization, and no public official of any local government which is affected in any way by the Project, who exercises any function or responsibilities in the review or approval of the Project or any component part thereof, shall participate in any decisions relating to this Agreement which affects his personal interest or the interest of any corporation, partnership or association in which he is, directly or indirectly, interested; nor shall any such persons have any interest, direct or indirect, in this Agreement or the proceeds arising therefrom.

19. **Officials not to Benefit.** No member of or delegate to the Congress of the United States of America, resident Commissioner or employee of the United States Government, shall be entitled to any share or part of this Agreement or any benefits to arise herefrom.

20. **Prohibition Against Use of Funds to Influence Legislation.** No part of any funds under this Agreement shall be used to pay the salary or expenses of any employee or agent acting on behalf of the County to engage in any activity designed to influence legislation or appropriations pending before Congress.
21. **Applicable Law.** This Agreement is executed and is to be performed in the State of North Carolina, and all questions of interpretation and construction shall be construed by the laws of such State.

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

**Harnett County**

Attest:

__________________________________

By: ________________________________  
Chairman, Board of Commissioners

**Area Agency**

Attest:

__________________________________

By: ________________________________  
Executive Director,  
Lead Regional Organization

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

BY:  
FINANCE OFFICER, Lead Regional Organization
Board Meeting
Agenda Item

MEETING DATE: July 7, 2014

TO: HARNETT COUNTY BOARD OF COMMISSIONERS

SUBJECT: Lease Termination for Johnston County Industries

REQUESTED BY: Joseph Jeffries, Deputy County Manager

REQUEST:
Requesting approval of Termination of Lease between The County of Harnett and Johnston County Industries, Inc. on June 23, 2014. The lease covered a parcel of real property located at 200 Alexander Drive in Lillington upon which the Harnett Production Enterprises facility was located. The facility has been vacated and inspected by staff and determined to be in excellent condition and staff therefore recommends approval of Termination of Lease.

FINANCE OFFICER'S RECOMMENDATION:

COUNTY MANAGER'S RECOMMENDATION:
TERMINATION OF LEASE

HARNETT COUNTY

This TERMINATION OF LEASE is made this _____ day of June 2014 by and between the COUNTY OF HARNETT, a public body politic and a political subdivision of the State of North Carolina ["Lessor"] and JOHNSTON COUNTY INDUSTRIES, INC., a North Carolina non-profit corporation ["Lessee"].

WITNESSETH:

WHEREAS, Lessor and Lessee are parties to a lease dated July 6, 2014 (the "Lease"), covering a certain parcel of real property consisting of approximately 4.99 acres, more or less, located at 200 Alexander Drive, Lillington Township, Harnett County, North Carolina, upon which the Harnett Production Enterprises facility was located ("Property"); and

WHEREAS, the Lessor and the Lessee have agreed to terminate the Lease for said Property on the terms hereinafter set forth; and

WHEREAS, the Lessor and the Lessee desire to confirm by this Termination of Lease their respective rights and obligations concerning the same;

NOW, THEREFORE, in consideration of the premises and the following mutual covenants, and for other valuable consideration, the receipt of which is hereby acknowledged, the Lessor and Lessee agree as follows:

1. The Lease between Lessor and Lessee with respect to the Property dated July 6, 2004 is hereby canceled and terminated on the date hereof by the Lessor and the Lessee.

2. Except for the specific items, responsibilities, and obligations of the parties specifically listed and included on Exhibit A, such exhibit being attached hereto and incorporated herein by reference, to which the parties hereto agree, Lessor hereby releases and discharges the Lessee from any and all further obligations and liability arising out of or relating to said Lease with respect to the Property, and the Lessee hereby releases and forever discharges the Lessor from any and all further obligations and liability arising out of or relating to the said Lease with respect to the Property.
3. Each of the undersigned representatives for the parties hereto hereby represent and warrant that they have full authorization to enter into this Termination of Lease, and further acknowledge and agree that the other party hereto is relying upon such representation.

IN WITNESS WHEREOF, the parties hereto have caused this Termination of Lease to be executed as of the day and year first above written.

LESSOR:

COUNTY OF HARNETT

By: ____________________________  (Seal)
Print Name: ______________________
Title: __________________________

NORTH CAROLINA, HARNETT COUNTY

SEAL-STAMP

I, ____________________________ , a Notary Public of the County and State aforesaid, certify that __________________________, as __________________________ of the COUNTY OF HARNETT, a public body politic and a political subdivision of the State of North Carolina, a person known to me or whose identity was proven by satisfactory evidence, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this ___ day of June 2014.

My commission expires: ___________  __________________________

Notary Public
LESSEE:

JOHNSTON COUNTY INDUSTRIES, INC.,
a North Carolina corporation

By: ___________________________ (Seal)
Print Name: C.W. Sharek, Jr.
Title: President and CEO

NORTH CAROLINA, JOHNSTON COUNTY

SEAL-STAMP

I, ___________________________ , a Notary Public of the County and State aforesaid, certify that C.W. Sharek, Jr., as President and CEO of Johnston County Industries, Inc., a North Carolina corporation, a person known to me or whose identity was proven by satisfactory evidence, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 23rd day of June 2014.

My commission expires: 9-03-16 ___________________________
Notary Public
EXHIBIT A:

Specific Items

1. Except for the following specific items, and notwithstanding the provisions contained in Section 13 of the Lease or otherwise, Lessor agrees to accept the return of the Property in its current condition, AS IS WHERE IS, and in its now current condition. Specifically, and by way of example but not of limitation, to the extent Lessee removed any interior walls or doors during its tenancy or otherwise made internal layout modifications, Lessor acknowledges that Lessee shall not be required to return the Property to its 2004 layout or condition.

2. Lessee will completely vacate the Property and turn over any and all sets of keys to the Lessor no later than June 27, 2014, utilizing its best efforts to substantially vacate the Property by June 23, 2014.

3. Lessee shall remove all debris and trash from the Property, and shall generally leave the Property in “broom clean” condition, provided however that Lessee shall be permitted to leave, at its discretion, any excess personal property (i.e., by way of example but not of limitation: desks, chairs, tables, bulletin boards, etc.) for the use of Lessor. After possession of the Property has been given from Lessee to Lessor, any personal property items remaining on the Property shall belong to Lessor. Lessor makes no representation or warranty as to the condition of any such personal property. Upon possession of the Property from Lessee to Lessor, any rights, privileges, obligations, responsibilities or other incidents of ownership in any such personal property items shall belong to Lessor; should Lessor desire to remove, sell or dispose of any such personal property items after its possession, it may do so at its expense and Lessee waives any rights or claims thereto.

4. Lessee specifically agrees to leave the following items of personal property at the Property:

   A. Office furniture in the Director’s office (excluding any electronic equipment);
   B. Office furniture in the receptionist’s office (excluding any electronic equipment); and
   C. Generic tables and chairs.

5. Lessor acknowledges and agrees that Lessee will be removing the phone system and information technology (IT) systems – including the hardware from the mechanical equipment rooms and all components associated with such systems – provided however Lessee agrees to leave any related cabling, wiring and wall jacks.

6. Lessor shall be permitted to remove and take with it all of the black lockers in the building.

7. Lessee agrees to disconnect and close all utility, security, pest control, lawn care, and any related services on a date not later than June 27, 2014, and Lessor acknowledges that Lessee will not be responsible for such costs associated with the Property after June 27, 2014.

8. Both Lessor and Lessee, by and through their authorized representatives, agree to meet at the Property on June 23, 2014 and June 27, 2014 at a mutually agreeable time to conduct a final inspection of the building and turn over all keys. To the extent this Lease Termination Agreement has not been agreed to herein, the authorized representatives of the Lessor and Lessee shall execute this agreement prior to the conclusion of such final inspection.

Lessor’s initials: ____________________________

Date: June __, 2014

Lessor’s initials: ____________________________

Date: June __, 2014
July 7, 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 this board for **District 4**.

BOARD OF ADJUSTMENT

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

CITY OF DUNN – BOARD OF ADJUSTMENT ETJ

City of Dunn requests reappointment of Gary Beasley, 567 Ammons Road in Dunn, to serve on the City of Dunn’s Board of Adjustment as an ETJ member.

HARNETT NURSING HOME COMMUNITY ADVISORY COMMITTEE

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

HISTORIC PROPERTIES COMMISSION

Suzanne Prince is interested in being reappointed to serve on this commission. We currently have vacancies for a regular member in **District 1, District 3 and District 5**.

MID-CAROLINA AGING ADVISORY COMMITTEE

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

PLANNING BOARD

We have a vacancy for a regular member in **District 2**.
June 11, 2014

Mr. Joe Miller  
County of Harnett  
PO Box 759  
Lillington, NC 27546

Dear Mr. Miller:

The City of Dunn is respectfully requesting that the Harnett County Board of Commissioners re-appoint the following citizen to serve on the City of Dunn Board of Adjustment ETJ, effective July 1, 2014. Term of membership will expire June 30, 2017.

Board of Adjustment  
Gary Beasley – 567 Ammons Road – Dunn, NC 28334 (Term will expire June 30, 2017.)

Should you have any questions, please call me at 230-3500

Sincerely,

Debra G. West  
City Clerk

cc: Samantha Wullenwaber, Planning Director
Designation of Voting Delegate to NCACC Annual Conference

I, ______________________________, hereby certify that I am the duly designated voting delegate for _________________________ County at the 107th Annual Conference of the North Carolina Association of County Commissioners to be held in Buncombe County, N.C., on August 14-17, 2014.

Signed: ______________________________

Title: ______________________________

Article VI, Section 2 of our Constitution provides:

"On all questions, including the election of officers, each county represented shall be entitled to one vote, which shall be the majority expression of the delegates of that county. The vote of any county in good standing may be cast by any one of its county commissioners who is present at the time the vote is taken; provided, if no commissioner be present, such vote may be cast by another county official, elected or appointed, who holds elective office or an appointed position in the county whose vote is being cast and who is formally designated by the board of county commissioners. These provisions shall likewise govern district meetings of the Association. A county in good standing is defined as one which has paid the current year's dues."

Please return this form to Sheila Sammons by: Friday, August 1, 2014:

NCACC
215 N. Dawson St.
Raleigh, NC 27603
Fax: (919) 719-1172
sheila.sammons@ncacc.org
(p) (919) 715-4365
**NORTH CAROLINA DIVISION OF VETERANS AFFAIRS**  
**ACTIVITIES REPORTING FORM**

**County/District:** Harnett  
**Month/Year:** June 2014  
**Agenda Item:** 8

<table>
<thead>
<tr>
<th>Date</th>
<th>Name</th>
<th>Correspondence Out</th>
<th>Request for Service (Telephone and In-Person)</th>
<th>Written Action Taken (claims &amp; development)</th>
</tr>
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<tbody>
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<td></td>
<td></td>
<td>Faxes/e-mail</td>
<td>Written</td>
<td>Other</td>
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<td>76</td>
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* 220 walk-ins
* 724 phone calls

Amy Noel  
Harnett County Veterans Officer