

MOORE COUNTY BOARD OF COMMISSIONERS

TUESDAY, JUNE 7, 2022

REGULAR MEETING

CALL TO ORDER – 9:30 A.M.

CLOSED SESSION – pursuant to N.C.G.S. 143-318.11(a)(3), (4), and (5)

INVOCATION – 10:30 A.M.

PLEDGE OF ALLEGIANCE

I. PUBLIC COMMENT PERIOD (Procedures are attached to agenda.)

II. ADDITIONAL AGENDA

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

III. APPROVAL OF CONSENT AGENDA

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

A. Minutes: May 11, 2022, Special Meeting

B. Minutes: May 16, 2022, Regular Meeting

C. Budget Amendments

D. Personnel Policy Revision

E. NCACC Risk Management Pool Proposals for Workers Comp & Liability & Property

F. Group Life Insurance: Ratify Voya Termination & Approve Madison National Life Insurance Company, Inc. Group Application

G. MCTS Contract with Monarch for FY 23

H. SHI International Corp. Contract for Annual Computer Replacements Budgeted in FY22

I. Acceptance of Grant Funds from CWRAR Grant Program with NCDEQ (CW28427)

J. Acceptance of Two Grants for Glass Infrastructure Improvement

IV. RECOGNITIONS

V. PRESENTATIONS

A. Sandhills Center Quarterly Fiscal Report (Caroline Xiong, Finance Director)

VI. PUBLIC HEARINGS

A. Call to Public Hearing/Public Works – System Development Fee Analysis for Moore County Public Utilities (Randy Gould, Public Works Director)

B. Call to Public Hearing/Planning – General Use Rezoning Request: Highway Business (B-2) to Rural Agricultural (RA) – NC 211 HWY (Debra Ensminger, Planning Director)

VII. OLD BUSINESS

VIII. NEW BUSINESS

A. Health – Request for Approval of FY22 Activity 546 Agreement Addendum for Acceptance of \$177,925 (Matt Garner, Interim Health Director)

B. Administration – Request for Approval of Change Order # 3 to Contract with Harrod and Associates Constructors (Rich Smith, Capital Projects Manager)

C. Board – Consideration of Legislative Goals for Submission to NCACC (Commissioner Nick Picerno)

IX. APPOINTMENTS

- A. ABC Board
- B. Fire Commission
- C. Human Resources Appeals Committee
- D. Juvenile Crime Prevention Council
- E. Local Emergency Planning Committee
- F. Planning Board
- G. Sandhills Community College Board of Trustees
- H. Transportation Advisory Board
- I. Workforce Development Board
- J. Partners in Progress

X. ADDITIONAL AGENDA

XI. MANAGER'S REPORT

XII. COMMISSIONERS' COMMENTS

XIII. CLOSED SESSION – if needed

ADJOURNMENT

COMMISSIONERS' UPCOMING MEETINGS/EVENTS:

TARPO RTAC, Thursday, June 9, 12:00pm (Quis)

Sandhills Center Board, Tuesday, June 14, 7:00pm (Graham)

Pre-Agenda, Wednesday, June 15, 9:30am (Daeke / Quis)

DSS Board, Monday, June 20, 5:30pm (Graham)

Parks & Recreation Advisory Board, Tuesday, June 21, 12:00pm (Ritter)

EMWD Special Meeting, Tuesday, June 21, 5:00pm

Regular Meeting, Tuesday, June 21, 5:30pm

EMWD Special Meeting, Thursday, June 23, 3:45pm

Special Meeting, Thursday, June 23, 4:00pm

PUBLIC COMMENT PROCEDURES

MOORE COUNTY BOARD OF COMMISSIONERS

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

1. The Public Comment period will be held at the beginning of the Board meeting. The comment period will be limited to a maximum of thirty minutes.
2. Persons who wish to address the Board during the Public Comment Period will register on a sign-up sheet available on the table outside the entrance door to the Commissioners' Meeting Room indicating contact information and topic. Sign-up sheets will be available beginning 30 minutes before the start of the meeting. No one will be allowed to have his/her name placed on the list by telephone request to County Staff.
3. Each person signed up to speak will have three (3) minutes to make his/her remarks. Each person signed up to speak will only be entitled to the time allotted to each speaker and one additional time period which may be yielded to him/her by another individual who has also signed up to speak on a particular topic.
4. Speakers will be acknowledged by the Board Chairperson in the order in which their names appear on the sign-up sheet. Speakers will address the Board from the lectern at the front of the room and begin their remarks by stating their name and address.
5. Public comment is not intended to require the Board to answer any impromptu questions. Speakers will address all comments to the Board as a whole and not one individual commissioner. Discussions between speakers and members of the audience will not be allowed.
6. Speakers will be courteous in their language and presentation. Matters or comments which are harmful, discriminatory or embarrassing to any citizens, official or employee of Moore County shall not be allowed. Speaker must be

respectful

and courteous in their remarks and must refrain from personal attacks and the use of profanity.

7. Only one speaker will be acknowledged at a time. If the time period runs out before all persons who have signed up get

to speak, those names will be carried over to the next Public Comment Period.

8. Any applause will be held until the end of the Public Comment Period.

9. Speakers who have prepared written remarks or supporting documents are encouraged to leave a copy of such remarks

and documents with the Clerk to the Board.

10. Speakers shall not discuss any of the following: matters which concern the candidacy of any person seeking public

office, including the candidacy of the person addressing the Board; matters which are closed session matters, including

but not limited to matters within the attorney-client privilege, anticipated or pending litigation, personnel, property acquisition, matters which are made confidential by law; matters which are the subject of public hearings.

11. Information sheets outlining the process for the public's participation in Board meetings will also be available in the

rear of the Commissioner's Meeting Room.

12. Action on items brought up during the Public Comment Period will be at the discretion of the Board.

Adopted on the 5th day of March 2007 by a 5 to 0 vote of the Moore County Board of Commissioners.

Revised on the 7th day of April 2015.

Revised on the 7th day of February 2017.

MOORE COUNTY BOARD OF COMMISSIONERS
SPECIAL MEETING
WEDNESDAY, MAY 11, 2022, 9:00 A.M.

The Moore County Board of Commissioners convened for a Special Meeting (work session) at 9:00am, Wednesday, May 11, 2022, in the Grand Hall of the Moore County Senior Enrichment Center, 8040 US Hwy 15/501, Carthage, NC.

Commissioners Present:

Chair Frank Quis, Vice Chair Catherine Graham, Otis Ritter, Nick Picerno

Commissioners Absent:

Jerry Daeke

Chair Quis called the meeting to order. County Manager Wayne Vest offered the invocation and Vice Chair Catherine Graham led the Pledge of Allegiance. The purpose of the meeting was to discuss the FY 23 budget. Documents shared are hereby incorporated as a part of these minutes by attachment as Appendix A.

Mr. Vest welcomed everyone and provided opening remarks and an overview of the agenda for the day and the remaining schedule for adoption of the budget. He reviewed information regarding the recommended budget by fund, and trends related to sales tax and the County's conservative approach to that budgeted revenue, which came with opportunity for flexibility depending on how comfortable the Board was with the sales tax revenue projected. Mr. Vest also presented information regarding impacts depending on varying sales tax projections and reduction of the property tax rate. He reviewed sales tax in more detail and Commissioner Picerno noted the County still was not at the highest sales tax revenue level for the year (which would be the coming period). Mr. Vest provided further historical context with regard to sales tax, including impacts from the 2008-09 recession, and Commissioner Picerno commented regarding the reduced sales tax at that time being a result of the impacts to the building industry.

Mr. Vest discussed the recommended budget for Sandhills Community College which would increase funding. Mr. Vest reviewed allocations to Moore County Schools, excluding debt service. The proposed budget would increase current expense by \$3,150,000. The recommended increase for capital outlay was \$250,000. The recommendation for the digital learning expense would be to roll the \$750,000 over to current expense. The total allocation would be \$34,500,000. Mr. Vest reviewed a slide from the Schools' budget request presentation. The requested increase from them was \$7,689,000. Mr. Vest introduced Interim Superintendent Dr. Tim Locklair to address the Schools' request and any questions the commissioners may have. Dr. Locklair, accompanied by CFO Andrew Cox, expressed his appreciation for how well he and Mr. Vest were able to

communicate regarding the budget. He discussed new compensation requirements for classified staff, which Mr. Cox addressed in more detail. Commissioner Picerno inquired regarding State-covered positions and Mr. Cox clarified. It was confirmed that it was not anticipated the State would fully fund the compensation it was requiring, and further explanation was given regarding funds needed to provide the increase to federal and County funded employees. Mr. Cox then discussed prior year fixed costs not covered by recurring revenue. Commissioner Graham commented regarding the State being required to fund public education and there still being need for locally funded employees. Commissioner Picerno commented regarding the same and noted how helpful it would be for an investigative reporter to look into the issue. In response to a question from one of the commissioners, Mr. Cox shared that the Schools had about 200 federally funded employees including some that were on ESSR and child nutrition. There was further discussion regarding funding of positions and amounts. Dr. Locklair discussed needs for establishment of the Connect Academy as a standalone school, and also needs for the BlendEd program. There was discussion regarding ADM, which had returned to pre-pandemic levels. Dr. Locklair said they were projecting conservatively around 12,800-12,900 for the coming year. Commissioner Picerno asked if it would be helpful to move some of the capital outlay money to current expense instead. Dr. Locklair indicated it would be the Board's discretion but they always had capital needs. Commissioner Picerno noted the commissioners' desire to remove "strings attached" so the Schools had the flexibility they needed for funding. Commissioner Picerno asked about increased efficiency of new schools and Dr. Locklair responded regarding realization of savings in operations and people. Commissioner Picerno noted he would like to see that reflected in some of the requests. Mr. Vest offered additional comments.

The meeting was recessed for approximately 15 minutes for a break from about 10:30-10:45am.

Upon reconvening, Mr. Vest made comment regarding position requests. He discussed a position requested for Elections and introduced Director Towanna Dixon who was accompanied by Business Manager, Annemarie Brown. Ms. Dixon discussed need for a position in her department, sharing a position had not been added in 21 years. She reviewed changes in voters in that timeframe. Ms. Dixon also presented regarding her department's workload. Ms. Brown discussed the need for a position. Commissioner Graham asked if they would be doing poll training 12 months a year every year. Ms. Dixon discussed that they were always training, including for municipal elections, and also needed to recruit. Commissioner Graham sought clarification regarding whether the position could be used full time on a daily basis and Ms. Dixon confirmed this was the case.

Mr. Vest reviewed information for funds besides the General Fund. He noted the attendance of Fire Commission members Mike Cameron and Rich Lambdin and discussed fire districts funding. Mr. Vest continued discussion of the other funds.

Mr. Vest discussed American Rescue Plan funds. He introduced Andreu Sutterby with the NCACC who would be working with the County to assist with ARP funds. Mr. Vest shared that half of the ARP funding had been received and the other half was expected some time in the June/July timeframe. He discussed that some reporting had already been required and that there were also auditing requirements. Mr. Vest discussed what was proposed with regard to allocation of the funds: water/sewer projects, broadband projects, and standard allowance of \$10 million for revenue lost during the pandemic. He discussed in further the detail the proposed allocation of the \$10 million. Mr. Vest reviewed plans for the funds for broadband and established MOUs. Finance Director Caroline Xiong also provided comment, and Mr. Vest noted the window of opportunity to spend ARP funds.

Mr. Vest addressed opioid funds and County Attorney Misty Leland provided background on the MOA that was established whereby the vast majority of the funds would be distributed to local governments. She said the money would begin being received soon and said there was a lot about the allocation the Board would need to decide in the near future. Ms. Leland said multiple organizations had reached out already to be a part of the funding. Mr. Vest commented further regarding this special revenue being required to be used for specific purposes, and they would want them to have a tremendous positive impact on the community and stay within the guidelines. Ms. Xiong mentioned that Mr. Sutterby would also be assisting with the opioid funds and expressed her appreciation to the NCACC for this resource.

Chairman Quis thanked Mr. Vest and Internal Auditor Tami Golden and department heads for input and preparation and thought they had put into the budget. He said it was reasonable and noted its benefits to staff and the community.

Commissioner Picerno noted there had been little discussion amongst the Board regarding position requests and wondered also when they would decide upon the \$10 million ARP. Chairman Quis noted much had been discussed prior to Commissioner Picerno rejoining the Board and with the Budget Task Force. He said none of it had been cast in stone and there would be opportunities to talk more. Commissioner Picerno suggested some sort of summary of the position requests be provided to the commissioners so they could all be familiar with the justification. Commissioners offered closing remarks.

Adjournment

There being no further business, upon motion made by Commissioner Graham, seconded by Commissioner Ritter, the Board voted 4-0 to adjourn the May 11, 2022, Special Meeting of the Moore County Board of Commissioners at 11:47am.

Francis R. Quis, Jr., Chair

Laura M. Williams, Clerk to the Board

MOORE COUNTY BOARD OF COMMISSIONERS

MONDAY, MAY 16, 2022

REGULAR MEETING

The Moore County Board of Commissioners convened for a Regular Meeting at 5:30pm, Monday, May 16, 2022, in the Commissioners' Meeting Room of the Historic Courthouse, One Courthouse Square, Carthage, North Carolina.

Commissioners Present:

Chairman Frank Quis, Vice Chair Catherine Graham, Jerry Daeke, Nick Picerno, Otis Ritter

Chairman Quis called the meeting to order and offered comments regarding the agenda and the public comment period. Reverend Arnold Comer of Summer Hill Baptist Church offered the invocation and County Manager Wayne Vest led the Pledge of Allegiance.

PUBLIC COMMENT PERIOD

The following offered comment: Vic Allen, Sherri McNeill, Eric Strickland, Kenneth McNeill, Dwight Creech, David Miller, Art Ribbert, Nick LaSala, Bill Hammond, Caleb Creech, Linda Donnell, Marge Swierz, Ken VonCanon, and Jim Pedersen.

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

CONSENT AGENDA

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

Minutes: May 3, 2022, Regular Meeting
Resolution to Establish FY 23 Regular Meeting Schedule
Tax Releases/Refunds – April 2022
Budget Amendments
Bad Debt Write-Off FY 22
\$1,500 Technology Grant for SHIP
Amendment to Contract with Mid South Food Services – Aging
Amendment 5 to Contract with S&ME – Solid Waste

Amendment 2 to Contract with Charles R. Underwood – Public Works

Amendment 5 to Contract with McGill Associates – Public Works

Amendment to Bylaws for Moore County Planning Board

The meeting schedule resolution, tax releases/refunds resolutions, budget amendments, and amended Planning Board bylaws are hereby incorporated as a part of these minutes by attachment as Appendices A, B, C, and D, respectively.

RECOGNITIONS

Vulnerable Adults and Elder Abuse Awareness Month

Moore County Social Worker Emily Lauder presented and read a proclamation for Vulnerable Adults and Elder Abuse Awareness Month. Upon motion made by Commissioner Graham, seconded by Commissioner Picerno, the Board voted 5-0 to proclaim Mother's Day through Father's Day, May 8 to June 19, 2022, as Vulnerable Adult and Elder Abuse Awareness Month in Moore County. Commissioner Graham noted the approval was retroactive to May 8. The proclamation is hereby incorporated as a part of these minutes by attachment as Appendix E.

PRESENTATIONS

Administration – Telework Policy Pilot

Assistant County Manager Janet Parris provided a presentation regarding a proposed telework policy pilot program. The presentation is hereby incorporated as a part of these minutes by attachment as Appendix F. Information Technology Director Chris Butts offered insight from his department. Commissioner Graham inquired regarding whether the policy would stipulate from where the employee worked remotely and Ms. Parris said that would be in the agreement. Chairman Quis asked if there was an estimate of how many employees may telework and Ms. Parris indicated there was not but when the COVID telework data was reviewed, about 150 had approved arrangements and 50 were in process. She said she imagined it would be less in a non-emergency situation. Ms. Parris said the policy would be brought before the Board for approval at the next regular meeting. Chairman Quis thanked her and the telework committee members for their work on the policy.

Administration – Proposed FY 23 Budget

County Manager Wayne Vest presented the Fiscal Year 2023 recommended budget. His presentation is hereby incorporated as a part of these minutes by attachment as Appendix G. Commissioner Picerno asked Mr. Vest to explain what "less transfers" meant with regard to the general fund budget and he did so.

Chairman Quis called for a brief recess.

PUBLIC HEARINGS

Call to Public Hearing/Administration – FY 23 Proposed Budget

County Manager Wayne Vest requested the Board call a public hearing regarding the Fiscal Year 2023 proposed budget. Upon motion made by Commissioner Picerno, seconded by Commissioner Graham, the Board voted 5-0 to call a public hearing on Tuesday, June 21, 2022, at 5:30pm to receive public comment regarding the recommended budget for Fiscal Year 2022-2023 for the County of Moore.

Public Hearing/GIS – Request for Amendment to the Moore County Road Name and Addressing Ordinance to Add One Road and Rename One Road

GIS Manager Rachel Patterson presented a request for amendment to the Road Name and Addressing Ordinance. Chairman Quis opened the duly advertised public hearing regarding this request. There were no speakers. Chairman Quis closed the public hearing. Upon motion made by Commissioner Graham, seconded by Commissioner Ritter, the Board voted 5-0 to add one road and rename one road to the Moore County Road Name and Addressing Ordinance as proposed. The amendment is hereby incorporated as a part of these minutes by attachment as Appendix H.

Public Hearing/Planning – Conditional Rezoning Request: Rural Agricultural (RA) to Rural Agricultural Conditional Zoning (RA-CZ) – Farm Life School Rd.

Planning Director Debra Ensminger presented a request for a conditional rezoning at Farm Life School Road for construction of a cell tower. Chairman Quis opened the duly advertised public hearing regarding this matter. Mr. David Best of Waxhaw, who assisted with the site acquisition for Verizon, made himself available for questions. Commissioner Picerno asked whether the site was owned by Sandhills Teen Challenge and if they would be paid and Mr. Best said yes. Chairman Quis asked whether anyone had attended the community meeting held regarding this project and Ms. Ensminger indicated there were no concerns other than more cell service was needed in the area. Mr. Best indicated there were three attendees and the concerns of one were satisfactorily addressed regarding impacts to safety and land value. There being no further speakers, Chairman Quis closed the public hearing. Upon motion made by Commissioner Graham, seconded by Commissioner Picerno, the Board voted 5-0 to adopt the Land Use Plan Consistency Statement and authorize the Chairman to execute the document as required by NC General Statute 160D-604. Upon motion made by Commissioner Graham, seconded by Commissioner Daeke, the Board voted 5-0 to approve the Conditional Rezoning from Rural Agricultural (RA) to Rural Agricultural Conditional Zoning (RA-CZ) to construct a 195' monopole tower for a Wireless Communication Facility on an approximately 0.23-acre portion of one parcel of approximately 30.90 acres located on Farm Life School Road, owned by Adult & Teen Challenge of Sandhills, per Deed Book 5101 Page 332 and further described as ParID 00006478 in Moore County Tax Records. The consistency statement and Ms. Ensminger's staff report are hereby incorporated as a part of these minutes by attachment as Appendix I.

Public Hearing/Planning – Conditional Rezoning Request: Rural Agricultural (RA) to Rural Agricultural Conditional Zoning (RA-CZ) – Cool Springs Rd.

Planning Director Debra Ensminger presented a request for a conditional rezoning at Cool Springs Road for construction of a cell tower. Chairman Quis opened the duly advertised public hearing regarding this matter. Mr. Frank Longest, an attorney from Burlington, introduced Mr. Jonathan Yates, who prepared the application. Mr. Yates, representing the applicant, said this would be another facility for Verizon Wireless and would be located on one of the Jordan Lumber tracts. He noted the need to achieve the necessary height to make connection. He said this was an ideal property for a cell tower. Commissioner Graham inquired regarding bonding and Mr. Yates indicated the bond was in place so that if the facility ever ceased to be used, it could be taken down. Chairman Quis requested further detail regarding the location of the facility and Cool Springs

Road and Ms. Ensminger explained. There being no further speakers, Chairman Quis closed the public hearing. Upon motion made by Commissioner Graham, seconded by Commissioner Ritter, the Board voted 5-0 to adopt the Land Use Plan Consistency Statement and authorize the Chairman to execute the document as required by NC General Statute 160D-604. Upon motion made by Commissioner Ritter, seconded by Commissioner Graham, the Board voted 5-0 to approve the Conditional Rezoning from Rural Agricultural (RA) to Rural Agricultural Conditional Zoning (RA-CZ) to construct a 255' self-support lattice tower for a Wireless Communication Facility on an approximately 0.11-acre portion of one parcel of approximately 139.23 acres

located on Cool Springs Road, owned by Jordan Three, LLC, per Deed Book 4092 Page 40 and further described as ParID 00003428 in Moore County Tax Records. The consistency statement and Ms. Ensminger's staff report, which includes the application as requested by Mr. Longest to be within the record, are hereby incorporated as a part of these minutes by attachment as Appendix J.

Public Hearing/Planning – General Use Rezoning Request: Residential and Agricultural (RA-40) to Highway Commercial (B-2) – NC 73 Highway

Planning Director Debra Ensminger presented a request for a general use rezoning from RA-40 to B-2 on NC Highway 73. She noted that the Planning Board had recommended denial 5 – 1. Commissioner Picerno asked Ms. Ensminger to re-read some of her report and she re-read several statements as requested. Chairman Quis inquired regarding septic service and Ms. Ensminger indicated the type of system required would depend on the size of the building. Chairman Quis opened the duly advertised public hearing regarding this matter. Mr. Ken VonCanon discussed changes in the area, effects to the church located adjacent, etc. He shared that he was a proponent of positive growth but that was for changes that were welcomed, not just endured. Ms. Linda Donnell, representing a contingency from the West End United Methodist Church, discussed its history and its outreach ministries. She noted that when a planned highway widening occurred, they would lose a portion of the front part of the church as well as some parking. She said they were not opposed to revitalization but there were other areas that would not affect the church. She asked that about two acres near the church remain zoned for residential. Mr. Jeremy Sparrow, representing the applicant, reiterated the consistency of the B-2 zoning and that it was located in the Highway Corridor Overlay District, where the County had enhanced standards. Chairman Quis asked if there was a plan for the property and Mr. Sparrow indicated not currently. Mr. Sparrow and Ms. Ensminger reviewed a map of the property and other tracts owned by the applicant. Commissioner Picerno asked if the owner purchased the property knowing the existing zoning and Ms. Ensminger said yes. She noted that highway widening would result in loss of frontage for some of his other parcels. Mr. Mike Phillips discussed that he had purchased the properties about four years earlier and cleaned them up and had done his best to be a good community member. He noted that he had allowed the church to put up tents and signs and to park on the property at no charge. He had also offered the pastor the opportunity to purchase. Mr. Phillips noted that another neighbor, Doug Williams, was not opposed to his rezoning request. Chairman Quis announced that it was the Board's desire to continue the hearing. Upon motion made by Commissioner Picerno, seconded by Commissioner Ritter, the Board voted 5-0 to continue the hearing to June 21, 2022, at 5:30pm. Commissioner Picerno inquired regarding whether it was allowable for the commissioners to speak to representatives of the church and those that owned property outside of the meeting. County Attorney Misty Leland explained that in a legislative rezoning such as this, the Board had broad discretion and could speak to people and visit their property. Ms. Ensminger's staff report and a map shared by Mr. VonCanon are hereby incorporated as a part of these minutes by attachment as Appendix K.

QUASI-JUDICIAL HEARINGS

Quasi-Judicial Hearing/Planning –Special Use Permit Request: Major Conservation Subdivision Preliminary Plat Approval (Union Church Rd)

County Attorney Misty Leland announced that this item was a Special Use Permit request for a Major

Conservation Subdivision Preliminary Plat approval on Union Church Road. The hearing on this matter was quasi-judicial in nature and a transcript of the proceedings along with documents submitted for the record are hereby incorporated as a part of these minutes by attachment as Appendix L. Additionally, the audio/video recording of the proceedings is hereby incorporated by reference and retained in the office of the Clerk to the Board.

Commissioner Daeke left the meeting prior to the start of New Business.

NEW BUSINESS

Finance – Request for Adoption of Policies Required for Federal Compliance for American Rescue Plan

Internal Auditor Tami Golden presented for the Board's approval policies needed for the American Rescue Plan funds. Upon motion made by Commissioner Picerno, seconded by Commissioner Ritter, the Board voted 4-0 to adopt the American Rescue Plan required and optional written policies 1 – 9 for the County of Moore and authorize the Chairman to sign. The policies are hereby incorporated as a part of these minutes by attachment as Appendix M.

Finance – Request for Approval of Grant Project Ordinance for ARP Act of 2021: CSLFRF Revision 1, WPCP ARP Capital Project Ordinance, and MCPU Capital Project Ordinance

Finance Director Caroline Xiong presented for the Board's consideration project ordinances for the American Rescue Plan funds and noted a typo on the WPCP ordinance that was submitted in the Board's meeting packet. Upon motion made by Commissioner Picerno, seconded by Commissioner Graham, the Board voted 4-0 to approve of the Grant Project Ordinance for the County of Moore American Rescue Plan Act of 2021: Coronavirus State and Local Fiscal Recovery Funds Revision 1. Upon motion made by Commissioner Picerno, seconded by Commissioner Graham, the Board voted 4-0 to approve the WPCP ARP Capital Project Ordinance. Upon motion made by Commissioner Picerno, seconded by Commissioner Graham, the Board voted 4-0 to approve the MCPU ARP Capital Project Ordinance. The project ordinances are hereby incorporated as a part of these minutes by attachment as Appendix N.

APPOINTMENTS

Planning Board

Upon motion made by Commissioner Graham, seconded by Commissioner Picerno, the Board voted 4-0 to reappoint Joseph Garrison to the Planning Board for a three-year term expiring May 31, 2025.

ADJOURNMENT

There being no further business, upon motion made by Commissioner Graham, seconded by Commissioner Picerno, the Board voted 4-0 to adjourn the May 16, 2022, Regular Meeting of the Moore County Board of Commissioners at 10:26pm.

Francis R. Quis, Jr., Chairman

Laura M. Williams, Clerk to the Board

Agenda Item:

Meeting Date: June 7, 2022

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Tiffany McCormick

Moore County Transportation Services Administrative Officer II

DATE: May 26, 2022

SUBJECT: Contract for Services Moore County Transportation Services and
Monarch

PRESENTER: Sonia Biggs

Moore County Transportation Services Director

REQUEST:

A request to the Board of County Commissioners to approve the Contract for Services between Moore County Transportation Services and Monarch. The term of the contract is from July 1, 2022 through June 30, 2023 at the reimbursement rate of \$1.90 per mile.

BACKGROUND:

Monarch applies for the 5310 Capital-Purchase of Service funding from the North Carolina department of Transportation for "Enhanced Mobility of Seniors and Individuals with Disabilities" each fiscal year. Monarch was awarded the grant.

IMPLEMENTATION PLAN:

Upon approval of the Contract for Services, Moore County Transportation Services will begin providing Services

FINANCIAL IMPACT STATEMENT:

Moore County Transportation Services will receive a reimbursement rate of \$1.90 per mile.

RECOMMENDATION SUMMARY:

Make a motion to approve the contract for services between Moore County Transportation Services and Monarch and authorize the Chairman to execute the documents.

SUPPORTING ATTACHMENTS:

Contract for Services between Moore County Transportation Services and Monarch.

STATE OF NORTH CAROLINA CONTRACT FOR SERVICES

COUNTY OF MOORE

This Contract is entered into the 10th day of May, 2022, between the County of Moore, a political subdivision of the State of North Carolina (the "County"), and Monarch, a non-profit formed under the laws of the State of North Carolina

1. SERVICES TO BE PROVIDED AND AGREED CHARGES

The County agrees to provide services contained in this Contract pursuant to the provisions and specification identified in Attachment 1. Monarch agrees to pay for services contained in this Contract pursuant to the provisions and specifications identified in Attachment 1. Attachment 1 is attached to this Contract and incorporated by reference herein.

2. TERM OF CONTRACT

The term of this Contract is from July 1, 2022, through June 30, 2023.

3. IDEMNITY

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

4. GOVERNING LAW

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

5. TERMINATION OF AGREEMENT

This Contract may be terminated, without cause, by either party, upon thirty (30) days written notice to the other party. This termination notice period shall begin upon receipt of the notice of termination. Such a termination does not bar either party from pursuing a claim for damages for breach of Contract.

This Contract may be terminated, for cause, by the non-breaching party notifying the breaching

party of a substantial failure to perform in accordance with the provisions of this Contract and if the failure is not corrected within ten (10) days of the receipt of the notification. Upon such termination, the parties shall be entitled to such additional rights and remedies as may be allowed by relevant law.

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

6. SUCCESSORS AND ASSIGNS

Monarch shall not assign its interest in this Contract without the written consent of County.
Monarch has no authority to enter into contracts on behalf of County.

7. NOTICES

All notices which may be required by this Contract or any rule of law shall be effective when received by certified mail sent to the following addresses:

COUNTY OF MOORE: MOORE COUNTY TRANSPORTATION SERVICES
ATTN: SONIA BIGGS, DIRECTOR
P.O. BOX 905
CARTHAGE, NC 28327

MONARCH: MONARCH
ATTN: PEGGY TERHUNE
350 PEE DEE AVE.
ALBERMARLE, NC 28001

8. COUNTY NOT RESPONSIBLE FOR EXPENSES

County shall not be liable to Monarch for any expenses paid or incurred by Monarch unless otherwise agreed in writing.

9. ENTIRE AGREEMENT

This Contract and Attachment 1 constitute the entire understanding between the parties and supersedes all prior understandings and agreements, whether oral or written, relating to the subject matter hereof.

10. AMENDMENT

This Contract may only be amended by the written mutual agreement of the parties.

11. DRAFTED BY BOTH PARTIES

This Contract is deemed to have been drafted by both parties and no interpretation will be made to the contrary.

12. HEADINGS

Subject headings are for convenience only and will not affect the construction or interpretation of any provision.

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

COUNTY OF MOORE MONARCH

Francis R. Quis, Jr., Chairman Peggy Terhune, Ph.D. CEO
Board of Commissioners

ATTEST

Laura M. Williams
Clerk to the Board

PREAUDIT CERTIFICATE

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

Finance Officer

DocuSign Envelope ID: 45B0C9B3-A03C-40CF-B37D-3E6043C63193

ATTACHMENT 1

FN 22-0260 Page 4 of 5

SCOPE OF SERVICES

1. The County will:

- A. Provide all administrative and related services to ensure reliable transportation at the lowest possible cost;
- B. Schedule all services on a vehicle on a space available basis;
- C. Provide transportation to passengers authorized by Monarch and bill Monarch on a monthly basis, utilizing an itemized invoice;
- D. Ensure that specified liability, collision and comprehensive insurance coverage are in force and all County vehicles used to provide services under this Contract;
- E. Immediately notify Monarch of accidents or incidents involving any vehicles and passengers authorized by Monarch, whether or not damage or injury results, and make a detailed report of the accident or incident to the director of Monarch;
- F. Adhere to the holiday schedule adopted by the County for its offices;
- G. For the purposes of weather cancellations, the County will close as directed by the County's policy; and
- H. Provide "curb to curb" service. Drivers will assist passengers from the curb to the vehicle and from the vehicle to the curb. Drivers are not allowed to leave their vehicle to assist passengers to and from buildings. Passengers who need assistance beyond boarding and exiting from the vehicle should arrange for that assistance.

2. Monarch will:

- A. Call in appointments two (2) business days prior to the date service is requested;
- B. Provide a Client Registration and Release/Waiver of Liability form for new riders;
- C. Reimburse the County for transportation services as follows:
 - 1. The County will be reimbursed at the rate of \$1.90 per mile;
 - 2. In the event that the scheduled passenger is a No-Show, Monarch will be charged the passenger's pro rata share for the scheduled trip; and

The definition of a No-Show is: a client is scheduled for pickup by MCTS; the client, for any reason other than medical circumstances for self and family, is either not at the appointed address or refuses the scheduled trip; and, MCTS was not notified 24 hours before the requested appointment time.

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ATTACHMENT 1

FN 22-0260 Page 5 of 5

3. Billing Invoice: Monarch will be responsible to review all billing invoices and notify Moore County Transportation Services of any discrepancies within ten (10) days of the date of the billing invoice. After ten (10) days, if no charges are disputed, all charges will be deemed accepted by Monarch and will be the responsibility of Monarch; and

4. Payment will be made to the County within thirty (30) days of the date of the billing invoice.

D. In no event will the County be liable or responsible for the following:

1. Failure of the County to pick up or drop-off Monarch's passenger at the appointed time and location when the failure is due to incorrect or inadequate information provided to the County by Monarch; and

2. Failure of Monarch's passenger to be properly cared for before pickup or after drop-off at the locations specified by Monarch.

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Certificate Of Completion

Envelope Id: 45B0C9B3A03C40CFB37D3E6043C63193 Status: Sent

Subject: Please DocuSign: Contract - Transportation Svcs - Monarch Final 22-0260.pdf

Source Envelope:

Document Pages: 5 Signatures: 2 Envelope Originator:

Certificate Pages: 6 Initials: 0 Melinda Hill

AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

mhill@moorecountync.gov

IP Address: 184.2.42.2

Record Tracking

Status: Original

5/10/2022 9:14:21 AM

Holder: Melinda Hill

mhill@moorecountync.gov

Location: DocuSign

Signer Events Signature Timestamp

Sonia Biggs

sbiggs@moorecountync.gov

Security Level: Email, Account Authentication

(None)

Completed

Signed by link sent to sbiggs@moorecountync.gov

Using IP Address: 184.2.42.2

Sent: 5/10/2022 9:35:30 AM

Viewed: 5/10/2022 9:45:30 AM

Signed: 5/10/2022 9:46:12 AM

Electronic Record and Signature Disclosure:

Accepted: 5/10/2022 9:45:30 AM

ID: 87433cba-3c90-4134-849d-1abae7ef3cec

Peggy Terhune, PH.D., CEO

Peggy.Terhune@monarchnc.org

President/CEO

Monarch

Security Level: Email, Account Authentication

(None)

Signature Adoption: Pre-selected Style

Signed by link sent to

Peggy.Terhune@monarchnc.org

Using IP Address: 12.96.150.189

Sent: 5/10/2022 9:46:13 AM

Viewed: 5/11/2022 2:37:04 PM

Signed: 5/11/2022 6:02:45 PM

Electronic Record and Signature Disclosure:

Accepted: 5/11/2022 2:37:04 PM

ID: 3ad23833-06dd-4831-a98f-ab526c58b7bf

Caroline Xiong

cxiong@moorecountync.gov

Security Level: Email, Account Authentication

(None)

Signature Adoption: Pre-selected Style

Signed by link sent to cxiong@moorecountync.gov

Using IP Address: 184.2.42.2

Sent: 5/11/2022 6:02:47 PM

Viewed: 5/13/2022 11:54:30 AM

Signed: 5/13/2022 11:55:28 AM

Electronic Record and Signature Disclosure:

Accepted: 2/11/2020 11:10:53 AM

ID: 8334da48-b01d-4e85-80e0-57ff4b8596e9

Laura Williams

clerktoboard@moorecountync.gov

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events Signature Timestamp

In Person Signer Events Signature Timestamp

In Person Signing Host:

Laura Williams

clerktoboard@moorecountync.gov

In Person Signer:

Frank R. Quis, Jr., Chairman

Security Level: In Person

Sent: 5/13/2022 11:55:30 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Editor Delivery Events Status Timestamp

Agent Delivery Events Status Timestamp

Intermediary Delivery Events Status Timestamp

Certified Delivery Events Status Timestamp

Carbon Copy Events Status Timestamp

Caroline Xiong

cxiong@moorecountync.gov

Security Level: Email, Account Authentication

(None)

Sent: 5/10/2022 9:35:31 AM

Electronic Record and Signature Disclosure:

Accepted: 2/11/2020 11:10:53 AM

ID: 8334da48-b01d-4e85-80e0-57ff4b8596e9

Laura Williams

clerktoboard@moorecountync.gov

Clerk to the Board

County of Moore

Security Level: Email, Account Authentication

(None)

Sent: 5/10/2022 9:35:31 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Melinda Hill

mhill@moorecountync.gov

Law Office Manager

Moore County, County Attorney's Office

Security Level: Email, Account Authentication

(None)

Sent: 5/10/2022 9:35:30 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Misty Leland

mistyleland@moorecountync.gov

County Attorney

County of Moore

Security Level: Email, Account Authentication
(None)

Sent: 5/10/2022 9:35:31 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Terra Vuncannon

tvuncannon@moorecountync.gov

Purchasing Coordinator

Moore County

Security Level: Email, Account Authentication
(None)

Sent: 5/10/2022 9:35:32 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Carbon Copy Events Status Timestamp

Tiffany McCormick

tmccormick@moorecountync.gov

Security Level: Email, Account Authentication

(None)

Sent: 5/10/2022 9:35:31 AM

Viewed: 5/10/2022 9:37:18 AM

Electronic Record and Signature Disclosure:

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Witness Events Signature Timestamp

Notary Events Signature Timestamp

Envelope Summary Events Status Timestamps

Envelope Sent Hashed/Encrypted 5/10/2022 9:35:32 AM

Payment Events Status Timestamps

Electronic Record and Signature Disclosure

CONSUMER DISCLOSURE

From time to time, Carahsoft obo County of Moore - IT Department (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

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Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

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Parties agreed to: Sonia Biggs, Peggy Terhune, PH.D., CEO, Caroline Xiong, Caroline Xiong

electronically from us.

How to contact Carahsoft obo County of Moore - IT Department:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: cbutts@moirecountync.gov

To advise Carahsoft obo County of Moore - IT Department of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at cbutts@moirecountync.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to cbutts@moirecountync.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Carahsoft obo County of Moore - IT Department

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to cbutts@moirecountync.gov and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems: Windows® 2000, Windows® XP, Windows

Vista®; Mac OS® X

Browsers: Final release versions of Internet Explorer® 6.0

or above (Windows only); Mozilla Firefox 2.0

or above (Windows and Mac); Safari™ 3.0 or

above (Mac only)

PDF Reader: Acrobat® or similar software may be required to view and print PDF files

Screen Resolution: 800 x 600 minimum

Enabled Security Settings: Allow per session cookies

**** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.**

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Carahsoft obo County of Moore - IT Department as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Carahsoft obo County of Moore - IT Department during the course of my relationship with you.

Agenda Item:

Meeting Date: 06/07/2022

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Chris Butts, Information Technologies Director

DATE: May 26, 2022

SUBJECT: Purchasing contract for annual computer replacement budgeted in fiscal year 2022

PRESENTER: Chris Butts, Information Technologies Director

REQUEST:

Approve purchasing contract with SHI International Corp. in the amount of \$232,811.77 for the purchase of 141 laptops with docking stations and authorize the Chairman to sign.

BACKGROUND:

This purchase will cover the annual PC replacement for the FY21/22 year. SHI has provided us a proposal for the build of 141 Lenovo laptops and docking stations thru Charlotte Cooperative Purchasing Alliance contract #2020000547. *

The IT Department recommends replacing computers that are at least 5 years old and are used as an employee's primary computer. Normally we have \$100,000 budgeted for this item, but Administration allocated an additional \$100,000 this year so we could make a shift into laptops to help create a more mobile workforce for disaster recovery and COVID.

IMPLEMENTATION PLAN:

Upon execution of the contract, The IT Department will order and allocate the laptops to users that have been identified for PC replacement.

FINANCIAL IMPACT STATEMENT:

Budgeted capital funds for PC replacement will adequately cover the cost of this project.

RECOMMENDATION SUMMARY:

Make a motion to award and approve the purchase contract with SHI International Corp. for the purchase of 141 laptops and docking stations in the amount not to exceed \$232,811.77 for Fiscal Year 2022 and authorize the Chair to sign. In addition, authorize the County Manager to sign change orders to terms or not to exceed of \$5000 or less.

SUPPORTING ATTACHMENTS:

Purchasing Contract with SHI International Corp. #2022-326

*CCPA Contract #2020000547 and relevant bid documents can be found at:

<http://www.charlottealliance.org/contracts/shi-international-technology-products-and-services->

22-0276

STATE OF NORTH CAROLINA PURCHASE CONTRACT

COUNTY OF MOORE

THIS PURCHASE CONTRACT (this "Contract") is made the 24th day of May, 2022, between SHI International Corp., a business corporation in the State of North Carolina (the "Vendor"), and the County of Moore, a political subdivision of the State of North Carolina (the "County").

This Purchase Contract is entered into pursuant to N.C.G.S. 143-129(e)(3), an exception to the North Carolina bidding requirements. The Houston-Galveston Area Council (H-GAC), a regional planning commission and political subdivision of the State of Texas, has instituted a cooperative purchasing program of which the County is a member. The H-GAC performed a bidding process and awarded a contract to the Vendor, which is identified by the H-GAC as AM10-20 and is incorporated by reference in this Contract.

1. Exhibits

The Exhibits below are hereby incorporated into and made a part of this Contract. In interpreting this Contract and resolving any ambiguities, the main body of this Contract will take precedence over the Exhibits, and any inconsistency between the Exhibits will be resolved in the order in which the Exhibits appear below. All Exhibits are incorporated by reference.

Exhibit A: Specifications

Exhibit B: Pricing Worksheet

Exhibit C: Lenovo Moore Builds

2. Description of Goods

The Vendor will transfer and deliver to the County, and the County, subject to the conditions set forth in this Contract, will take delivery and accept one hundred forty-one (141) Lenovo Notebook Thinkpads meeting the specifications as provided for in the attached Exhibits (the "Goods").

The Vendor agrees that all Goods must fully conform to this Contract and failure to adhere to any portion, including but not limited to, quantity, quality, and time of performance, will constitute a breach of this Contract.

The Vendor will deliver the Goods covered by this Contract to the County on or before January 1, 2023. Delivery will be made to the County of Moore Information Technology, which is located at PO Box 905 Carthage, NC 28327. The parties mutually agree that time is of the essence.

3. Payment to the Vendor

The County will pay the Vendor an amount not to exceed \$232,811.77, which includes delivery of the

Goods. Payment will occur within 30 days after delivery and acceptance of the Goods.

The payment amount does not include property taxes and registration fees for the purchase of the vehicles, which the County is responsible for.

4. Inspection

The County will have the right to inspect and test the Goods prior to acceptance.

5. Risk of Loss and Title

Risk of loss and title will pass to the County upon delivery and acceptance of the Goods.

6. Vendor Emblems

Decals or markings of any type pertaining to advertising of the Vendor are not allowed, except as permitted in Exhibit A. This restriction does not apply to manufacturer decals or markings.

7. Service Requirements

All thinkpads must be properly serviced and in first class operating condition when delivered. The Vendor is responsible for ensuring the operation of all mechanical and electrical features that there are no defects in the appearance of the Goods.

8. Product Recall

In the event of any recall notice, technical service bulletin, or other important notification affecting the Goods, notice will be provided to the County as provided for under Section 22 of this Contract.

9. Warranties

The Vendor represents and warrants that:

- a. It is an incorporation validly existing and in good standing under the laws of the State of North Carolina and is qualified to do business in North Carolina;
- b. It has the requisite corporate power and authority to execute, deliver, and perform its obligations under this Contract;
- c. The Goods comply with all requirements set forth in this Contract;
- d. The Goods are free of defects in title, claims, liens, labor, material, or fabrication;
- e. The Goods are suitable for the purposes intended; and
- f. The Goods are of merchantable quality.

10. Insurance

The Vendor will comply with the North Carolina Workers' Compensation Act and will provide for the payment of workers' compensation to its employees in the manner and to the extent required by the Act. In the event the Vendor is excluded from the requirements of the Act and does not voluntarily carry workers' compensation coverage, the Vendor will carry or cause its employees to carry adequate medical and accident insurance to cover any injuries sustained by its employees or agents during the performance of this Contract.

The Vendor will maintain, at its expense, the following minimum insurance coverage:

Commercial General Liability

Each Occurrence: \$1,000,000

Damage to rented premises, each occurrence: \$1,000,000

Medical Expenses: \$5,000

Personal and Adv Injury: \$1,000,000

General Aggregate: \$2,000,000

22-0276

Products - Comp/OP Agg: \$2,000,000

Automotive Liability - Combined Single Limit: \$1,000,000

Excess Liability - Umbrella Form

Each occurrence: \$25,000,000

Aggregate: \$25,000,000

Workers Compensation and Employers' Liability

E.L. Each Accident: \$1,000,000

E.L. Disease policy - Each Employee: \$1,000,000

E.L. Disease - Policy Limit: \$1,000,000

The Vendor agrees to furnish the County proof of compliance with the insurance coverage requirements of this Contract upon request. The Vendor, upon request by the County, will furnish a certificate of insurance from an insurance Vendor, licensed to do business in the State of North Carolina and acceptable to the County, verifying the existence of the insurance coverage required by the County. The certificate will provide for sixty (60) days advance notice in the event of termination or cancellation of coverage.

11. Indemnification

To the fullest extent permitted by law, the Vendor will indemnify and hold harmless the County, its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or arbitration) arising out of or resulting from the performance of this Contract or the actions of the Vendor, its officials, employees, or contractors under this Contract or under the contracts entered into by the Vendor in connection with this Contract. This indemnification will survive the termination of this Contract.

12. Health and Safety

The Vendor will be responsible for initiating, maintaining and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while performing under this Contract.

13. E-Verify

Pursuant to North Carolina General Statute § 143-133.3, E-verify Compliance, the County may not enter into a contract unless the contractor, and the contractor's subcontractors under the contract, comply with the requirements of Article 2 of Chapter 64 of the General Statutes. The Contractor represents and warrants that it is in compliance with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, the Contractor warrants that any subcontractors used by the Contractor will be in compliance with the requirements of Article 2 of Chapter 64 of the General Statutes.

14. Iran Divestment Act

The Contractor certifies that: (i) the Contractor is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. § 147-86.58 (the "Final Divestment List"). The Final Divestment List

can be found on the State Treasurer's website at the address <https://www.nctreasurer.com/office-state-treasurer/divestment-and-do-not-contract-rules>. Any contract in violation of this Act is void.

15. Divestment from Companies Boycotting Israel Act

This Contractor certifies that the Contractor is not identified as an entity by the North Carolina Secretary of State that is engaged in a boycott of the State of Israel pursuant to NCGS, Article 6G, Chapter 147. The

22-0276

Final Divestment List can be found on the State Treasurer's website at <https://www.nctreasurer.com/office-state-treasurer/divestment-and-do-not-contract-rules>. Any contract in violation of this Act is void.

16. Governing 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 the State of North Carolina. All actions relating to this Contract in any way will be brought in the General Courts of Justice in the County of Moore and the State of North Carolina.

17. Breach; Termination of the Contract

In the event the Vendor breaches the terms of this Contract by one of the following, the County may, by written notice to the Vendor, cancel all or any part of this Contract or exercise any other remedy allowed by law:

- a. Non-delivery, as required;
- b. Not providing adequate assurance of performance; or
- c. Breaches any term or condition of this Contract.

This Contract is subject to the availability of funds to purchase the specified Goods and may be terminated at any time during the term upon thirty (30) days' notice if such funds become unavailable.

18. Successors and Assigns

The Vendor will not assign its interest in this Contract without the written consent of the County. The Vendor has no authority to enter into contracts on behalf of the County.

19. Drug Free Work Place

The Vendor shall conduct business as a Drug Free Workplace. The Vendor and its sub-contractors shall provide notice to their employees and sub-contractors as required under the Drug-Free Workplace Act of 1988. A copy of Vendor's Drug-Free Workplace Policy shall be furnished to the County upon request.

20. Compliance with Laws

The Vendor represents that it is in compliance with all Federal, State, and local laws, regulations or orders, as amended or supplemented.

21. Notices

All notices which may be required by this Contract or any rule of law will be effective when received by certified mail sent to the following addresses:

COUNTY OF MOORE: MOORE COUNTY INFORMATION TECHNOLOGY
ATTN: CHRIS BUTTS, DIRECTOR
P.O. BOX 905
CARTHAGE, NC 28327

22-0276

VENDOR: SHI INTERNATIONAL CORPORATION

ATTN: MIKE ZIMMERMAN

290 DAVIDSON AVENUE

SOMERSET, NJ 08873

22. Audit Rights

For all Services being provided under this Contract, the County has the right to inspect, examine, and make copies of any and all books, accounts, invoices, records and other writings relating to the performance of this Contract. Audits will take place at times and locations mutually agreed upon by both parties. The Vendor must make the materials to be audited available within one (1) week of the request for them.

23. County Not Responsible for Expenses

The County will not be liable to the Vendor for any expenses paid or incurred by the Vendor unless otherwise agreed to in writing.

24. Equipment

The Vendor will supply, at its sole expense, all equipment, tools, materials, and supplies required to perform under this Contract unless otherwise agreed in writing.

25. Non-Waiver

The failure by one party to require performance of any provision of this Contract will not affect that party's right to require performance at any time thereafter or to enforce other remedies available to it by law or under this Contract. In addition, no waiver of any breach or default of this Contract will constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

26. Entire Agreement

This Contract and all exhibits provided for in Section 1 constitute the entire understanding between the parties and supersedes all prior understandings and agreements, whether oral or written, relating to the subject matter hereof.

27. Amendment

This Contract may only be amended by the written mutual agreement of the parties.

28. Drafted by Both Parties

This Contract is deemed to have been drafted by both parties and no interpretation will be made to the contrary.

29. Headings

Subject headings are for convenience only and will not affect the construction or interpretation of any provision.

22-0276

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

SHI INTERNATIONAL CORPORATION

COUNTY OF MOORE ATTEST

Francis R. Quis, Chairman Laura M. Williams
Board of Commissioners Clerk to the Board

PREAUDIT CERTIFICATE

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

Finance Officer

22-0276

EXHIBIT A

SPECIFICATIONS

The County is purchasing one hundred forty-one Lenovo Notebook ThinkPads with docking stations.

The detailed specifications are provided in the attached Exhibits B and C.

Line 1
Exhibit C

Agenda Item:

Meeting Date: June 7, 2022

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Phillip Boles, Interim Solid Waste Director

DATE: May 26, 2022

SUBJECT: Authorization to Accept Grant Funds from the CWRAR Grant Program from
NC DEQ (Contract No. CW28427)

PRESENTER:

REQUEST:

Approve request to accept grant funds in the amount of \$10,000 for community waste reduction efforts from NC Department of Environmental Quality. A grant application was submitted for several items and NC DEQ has awarded funds to Moore County for two projects: 1. Replacing the outdoor message boards at collection sites (in order to target recycling contamination or other “waste issues” at specific sites), and 2. Purchase an additional storage shed for Eagle Springs Household Hazardous Waste Collection Site in order to maximize collection efforts. This will require a match of \$2,000 from local funds—which has been requested in FY 2022-23 budget. The total project cost is \$12,000.00

BACKGROUND:

The purpose of this grant program is to assist local governments with the implementation, expansion, and improvement of waste reduction and recycling programs in North Carolina. The Division of Environmental Assistance and Customer Service (DEACS) administers the Community Waste Reduction and Recycling Grant program through the Solid Waste Management Outreach Program.

Please see the attached contract and grant application for details.

IMPLEMENTATION PLAN:

Solid Waste Department will procure these items according to state and local policy.

FINANCIAL IMPACT STATEMENT:

Matching Grant Funds in the amount of \$2,000 is requested in FY22-23 operating budget.

RECOMMENDATION SUMMARY:

Make a motion to accept the CWRAR funds in the amount of \$10,000 and authorize the Solid Waste Director or County manager to sign all necessary documents.

SUPPORTING ATTACHMENTS:

Grant Contract and Application.

GRANT CONTRACT NO. CW28427

CWRAR GRANT

MOORE COUNTY

Revised 01/25/2022 Page 1 of 6

STATE OF NORTH CAROLINA GRANTEE'S FEDERAL

COUNTY OF WAKE IDENTIFICATION

NUMBER: **-***0322

North Carolina Department of Environmental Quality

Financial Assistance Agreement

This financial assistance agreement is hereby made and entered into this Date of Last Signature, by and between the

NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY (the "Department") and MOORE COUNTY (the "Grantee"1).

1. Audit and Other Reporting Requirements of the Local Government Commission. If subject to the audit and other reporting requirements of the Local Government Commission pursuant to Article 3 of Chapter 159 of the North Carolina

General Statutes (Local Government Budget and Fiscal Control Act), the Grantee understands and agrees that the terms,

conditions, restrictions and requirements hereinafter set forth shall only apply to the extent not inconsistent with, or superseded by, the audit and other reporting requirements of the Local Government Commission.

2. Contract Documents. The agreement between the parties consists of this document (the "Contract Cover") and its attachments, which are identified by name as follows:

- a. State's General Terms and Conditions (Attachment A)
- b. Department's Request for Proposal ("RFP") (Attachment B)
- c. Grantee's Response to RFP, including scope of work, line item budget, budget narrative and, if applicable, indirect cost documentation (hereinafter referred to generally as the "Award Proposal") (Attachment C)
- d. Notice of Certain Reporting and Audit Requirements (Attachment D)

Together, these documents (the "Contract Documents") constitute the entire agreement between the parties (the "Agreement"), superseding all prior oral or written statements or agreements. Modifications to this Contract Cover or to

any other Contract Document may only be made through written amendments processed by the Department's Financial

Services Division. Any such written amendment must be duly executed by an authorized representative of each party.

3. Precedence Among Contract Documents. In the event of a conflict or inconsistency between or among the Contract

Documents, the document with the highest relative precedence shall prevail. This Contract Cover shall have the highest precedence. The order of precedence thereafter shall be determined by the order of documents listed in § 2 above, with the first-listed document having the second-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.

4. Contract Period. This Agreement shall be effective from July 1, 2022 to June 30, 2023, inclusive of those dates.

5. Grantee's Duties. As a condition of the grant award, the Grantee agrees to:

a. Undertake and deliver the grant award project, plan or services as described in the Award Proposal (Attachment C),

adhering to all budgetary provisions set out therein throughout the course of performance.

b. Ensure that all award funds are expended in a manner consistent with the purposes for which they were awarded, as

described more fully in the attached Contract Documents.

1 The contract documents attached hereto may at times use alternative terms to describe the Grantee. Such terms might include, but are not necessarily limited to, the following (in common or proper form): "recipient," "applicant," or "participant."

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c. Comply with the requirements of 09 NCAC 03M .0101, et seq. (Uniform Administration of State Awards of Financial

Assistance), including, but not limited to, those provisions relating to audit oversight, access to records, and availability

of audit work papers in the possession of any auditor of any recipient of State funding.

d. Comply with the applicable provisions of Attachment D, Notice of Certain Reporting and Audit Requirements.

e. Maintain all records related to this Agreement (i) for a period of six (6) years following the date on which this Agreement

expires or terminates, or (ii) until all audit exceptions have been resolved, whichever is longer.

f. Comply with all laws, ordinances, codes, rules, regulations, and licensing requirements applicable to its performance

hereunder and/or the conduct of its business generally, including those of Federal, State, and local agencies having jurisdiction and/or authority.

g. Obtain written approval from the Department's Contract Administrator (see § 14 below) prior to making any subaward

or subgrant not already described in the Award Proposal.

h. Ensure that the terms, conditions, restrictions and requirements of this Contract Cover, including those incorporated

by reference to other Contract Documents and/or applicable law, are made applicable to, and binding upon, any subgrantee who receives as a subaward or subgrant any portion of the award funds made available to the Grantee hereunder.

i. Take reasonable measures to ensure that any subgrantee (i) complies with the terms, conditions, restrictions and requirements set forth in this Contract Cover, including those incorporated by reference to other Contract Documents and/or applicable law, and (ii) provides such information in its possession as may be necessary for the Grantee to comply with such terms, conditions, restrictions and requirements.

6. Historically Underutilized Businesses. Historically Underutilized Businesses (HUBs) consist of minority, women and

disabled business firms that are at least fifty-one percent owned and operated by an individual(s) of the categories. Also

included in this category are disabled business enterprises and non-profit work centers for the blind and severely disabled.

Pursuant to G.S. 143B-1361(a), 143-48 and 143-128.4, the Department invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work

centers for the blind and severely disabled. This includes utilizing subcontractors to perform the required functions in this contract. Any questions concerning NC HUB certification, contact the North Carolina Office of Historically Underutilized Businesses at (919) 807-2330.

7. Department's Duties. The Department shall pay the Grantee in the manner and amounts specified below and in accordance with the approved budget set forth in the Award Proposal.

8. Total Award Amount. The total amount of award funds paid by the Department to the Grantee under this Agreement shall not exceed TEN THOUSAND DOLLARS (\$10,000) (the "Total Award Amount"). This amount consists of:

Funding:

Type of Funds Funding Source CFDA No.
Appropriations North Carolina General Assembly N/A

Account Coding Information:

Dollars GL Company GL Account GL Center
\$10,000 1602 536961 6760

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Grantee Matching Information:

☐ 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:

In-Kind \$

Cash \$

Cash and In-Kind \$

Other / Specify: \$

☒ c. The Grantee's matching requirement is \$2,000, which shall consist of:

In-Kind \$

X Cash \$2,000

Cash and In-Kind \$

Other / Specify: \$

☐ d. The Grantee is committing to an additional \$ to complete the project or services described in the Award Proposal.

Based on the figures above, the total contract amount is \$12,000.

9. Invoice and Payment. The award funds shall be disbursed to the Grantee in accordance with the following provisions:

a. The Department shall reimburse the Grantee for actual allowable expenditures, with the Department retaining a minimum of ten percent (10%) of the Total Award Amount until all grant-related activities are completed and all reports/deliverables are received and accepted by the Department. As used herein, "allowable expenditures" are expenditures associated with work conducted to meet performance obligations under this Agreement, provided such work is carried out in a manner consistent with the Award Proposal. The Department may withhold payment on invoices when performance goals and expectations have not been met or when the manner of performance is inconsistent with Attachment C.

10. Grantee's Fiscal Year. The Grantee represents that its fiscal year is from July 1 to June 30.

11. Availability of Funds. The Grantee understands and agrees that payment of the sums specified herein shall be

subject

to, and contingent upon, the allocation and appropriation of funds to the Department for the purposes described in this Agreement.

12. Reversion of Unexpended Funds. The Grantee understands and agrees that any unexpended grant funds shall revert to the Department upon termination of this Agreement.

13. Supplantation of Expenditure of Public Funds. The Grantee understands and agrees that funds received pursuant to this Agreement shall be used only to supplement, not to supplant, the total amount of Federal, State and local public funding that the Grantee would otherwise expend to carry out the project or services described in the Award Proposal.

14. Contract Administrators. Each party shall submit notices, questions and correspondence related to this Agreement to the other party's Contract Administrator. The contact information for each party's Contract Administrator is set out below. Either party may change its Contract Administrator and/or the associated contact information by giving timely written notice to the other party.

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Grantee Contract Administrator Department's Contract Administrator

Phillip Boles, Interim Solid Waste Director Carol Abken

Moore County NC DEQ, DEACS

1 Courthouse Square 1639 Mail Service Center

Carthage, NC 28327 Raleigh, NC 27699-1639

Telephone: 910-947-3637 Telephone: (919) 707-8138

Fax: Fax:

Email: pboles@moorecountync.gov Email: carol.abken@ncdenr.gov

15. Assignment. The Grantee may not assign its obligations or its rights to receive payment hereunder.

16. Procurement. The Grantee understands and agrees that all procurement activities undertaken in connection with

this Agreement shall be subject to the following provisions:

a. None of the work or services to be performed under this Agreement involving the specialized skill or expertise of the

Grantee shall be contracted without prior written approval from the Department.

b. In the event the Grantee or any subrecipient of the Grantee contracts for any of the work to be performed hereunder,

the Grantee shall not be relieved of any duties or responsibilities herein set forth.

c. The Grantee shall not contract with any vendor who is restricted from contracting with the State of North Carolina pursuant to N.C.G.S. §§ 143-133.3, 143-59.1, 143-59.2 or 147-86.60.

17. Subawards. The Grantee understands and agrees that any subaward or subgrant of any portion of the financial assistance

provided hereunder shall not relieve the Grantee of any duties or responsibilities herein set forth.

18. Title VI and Other Nondiscrimination Requirements. Throughout the course of its performance hereunder, the Grantee

shall comply with all applicable State and Federal laws, regulations, executive orders and policies relating to nondiscrimination, including, but not limited to:

Title VI of the Civil Rights Act of 1964, as amended;

Civil Rights Restoration Act of 1987, as amended;

Section 504 of the Rehabilitation Act of 1973, as amended;

Age Discrimination Act of 1975, as amended;

Titles II and III of the Americans with Disabilities Act of 1990, as amended;

Title IX of the Education Amendments of 1972, as amended;

Part III of Executive Order No. 11246 (September 24, 1965), as amended; and

Section 13 of the Federal Water Pollution Control Act Amendments of 1972.

In accordance with the above laws and their implementing regulations, the Grantee agrees to ensure that no person in the United States is, on the basis of race, color, national origin, sex, age or disability, excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity for which the Grantee receives Federal assistance. For purposes of this provision, "program or activity" shall have the meaning ascribed to that term under Federal law (see 42 U.S.C.S. § 2000d-4a).

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The Grantee understands and acknowledges that, in addition to itself, any lower-tier recipient of the financial assistance provided hereunder must also comply with the requirements of this section. Accordingly, the Grantee agrees to include a similar provision in any financial assistance agreement made with any lower-tier recipient of such assistance.

19. E-Verify. To the extent applicable, the Grantee represents that it and each of its subgrantees, contractors and/or subcontractors performing work pursuant to, or in association with, this Agreement are in compliance with Article 2 of Chapter 64 of the North Carolina General Statutes, including, in particular, the requirement that certain employers verify the work authorization of newly hired employees using the Federal E-Verify system.

20. Termination by Mutual Consent. This Agreement may be terminated by mutual consent of the parties, provided the consent is documented in writing and duly executed by an authorized representative of each party.

21. Survival. Any provision contained in this or any other Contract Document that contemplates performance or observance subsequent to the termination or expiration of this Agreement shall survive the termination or expiration hereof and continue in full force and effect.

22. Signature Warranty. The undersigned represent and warrant that they are authorized to bind their principals to the terms and conditions of this Contract Cover and the Agreement generally, including those incorporated by reference to applicable law.

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IN WITNESS WHEREOF, each party has caused this Agreement to be executed by the duly authorized representative in duplicate originals, one of which is retained by each of the Parties.

MOORE COUNTY NORTH CAROLINA DEPARTMENT OF
ENVIRONMENTAL QUALITY

By By
Grantee's Signature Signature of Department Head or Authorized Agent

Tommy Kirby, Purchasing Director _____
Printed Name and Title Printed Name and Title

Financial Services Division, Purchasing and Contracts Section
Organization Division/Section

Date Signed Date Signed

ORIGINAL

General Terms and Conditions

Governmental Entities

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 services rendered to individuals for Medicare and Medicaid patient services.(8)"Financial Statement" means a report providing financial statistics relative to a given part of an organization's operations or status.(9)"Grant" means financial assistance provided by an agency, grantee, or 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 NCGS 143C-6-23(a)(2): a non-State entity that receives a grant of State funds

from a State agency, department, or institution but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission. For other purposes in this Contract, "Grantee" shall mean the entity identified as one of the parties hereto. 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 NCGS 143C-1-1(d)(18): 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 NCGS

159-7(10): 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, (ii) is not subject of the State Budget Act, and (iii) 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 toNCGS 143C-6-23(a)(1), the terms "State grant funds" and "State grants" do not include any payment made by the Medicaid program, the Teachers' and State Employees' Comprehensive Major Medical Plan,

or other similar medical programs.(17)"Sub-grantee" has the meaning in NCGS 143C-6-23(a)(4): 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.

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ATTACHMENT A

(18)"Unit of Local Government has the meaning in NCGS 159-7(b)(15): A municipal corporation that has the power to levy taxes, including a consolidated city- county as defined by NCGS 160B-2(1), and all boards, agencies, commissions, authorities, and institutions thereof that are not municipal corporations.

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 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 inures to 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.

Indemnity

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.

Insurance: During the term of the contract, the Grantee at its sole cost and expense provides commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the Grantee provides and maintains the following coverage and limits:

(a)Worker's Compensation: The Grantee provides and maintains Worker's Compensation insurance as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Grantee's employees who are engaged in any work under this contract. If any work is sublet, the Grantee requires the subgrantee to provide the same coverage for any of his employees engaged in any work under this contract.

(b)Commercial General Liability: General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)

(c)Automobile: Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles used in

performance of the contract. The minimum combined single limit is \$500,000.00 bodily injury and property damage; \$500,000.00 uninsured/under insured motorist; and \$25,000.00 medical payment.

Providing and maintaining adequate insurance coverage is a material obligation of the Grantee and is of the essence of this contract. The Grantee may meet its requirements of maintaining specified coverage and limits by demonstrating to the Agency that there is in force insurance with equivalent coverage and limits that will offer at least the same protection to the Agency. Grantee obtains insurance that meets all laws of the State of North Carolina. Grantee obtains coverage from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Grantee complies at

all times with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the Grantee do not limit the Grantee's liability and obligations under the contract.

Default and Termination

Termination by Mutual Consent: Either party may terminate this agreement upon sixty (60) 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, 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 total 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.

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 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 Environmental Quality 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 it 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 NCGS 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and internal auditors may audit the records of the contractor during the term of the contract to verify accounts and data affecting fees or performance). The Contractor shall retain all records for a period of six (6) 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 six (6) 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 six (6) 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 six (6) 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 six (6) 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 Grantee. As it relates to software development or study results, ownership rests with the Agency. In the event that clarification of ownership is required, the Agency Contract Administrator will make the determination.

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 NCGS 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.

Gratuities, 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, 1989; 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 NCGS § 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, Natural and Cultural Resources, Environmental Quality, 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)anticipate 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 NCGS 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."

2022 Community Waste Reduction and Recycling Grant Program
REQUEST FOR PROPOSALS

N.C. Department of Environmental Quality

Division of Environmental Assistance and Customer Service

The purpose of this grant program is to assist local governments with the implementation, expansion, and improvement of waste reduction and recycling programs in North Carolina. The Division of Environmental Assistance and Customer Service (DEACS) administers the Community Waste Reduction and Recycling Grant program through the Solid Waste Management Outreach Program.

With the release of this Request for Proposals (RFP), DEACS is seeking proposals that request grant funding to help initiate or expand public waste reduction programs within the state. Applicants should carefully read this entire RFP prior to submitting a proposal. Proposals must be received by DEACS by 5:00 p.m. on Thursday, February 17, 2022. Please address any questions about this grant program to Sandy Skolochenko at (919) 707-8147, sandy.skolochenko@ncdenr.gov.

Community Waste Reduction and Recycling Grant Program Parameters:

The 2022 Community Waste Reduction and Recycling (CWRAR) Grant Program seeks to fund projects that help communities build lasting capacity to divert materials from the waste stream and / or that increase public awareness of waste reduction and recycling. There are two categories of CWRAR Grants for 2022: Priority Project Grants and Standard Project Grants. Different levels of grant funding are available for each project category.

Available Funding:

- Priority Project: Applicants are eligible for a Priority Project grant award of up to \$40,000.
- Standard Project: Applicants are eligible for a Standard Project grant award of up to \$30,000.

Priority Project Grants:

Priority Project Grants support investments in public recycling program areas that have been determined by the state recycling program to be of particular importance to growing and expanding efficient and effective waste reduction and recycling services throughout North Carolina.

2022 CWRAR priorities include:

- Projects that fund outreach enforcement efforts (e.g., tagging program) to reduce contamination in the recycling stream and improve material quality. If seeking funding for educational enforcement efforts, please see additional provisions in the Special Requirements section.
- Projects that divert food waste from landfill disposal by implementing or expanding collection, management, and recycling of food waste from residential or commercial sources.
- Projects that establish or expand glass recycling collection. To qualify as a Priority Project, the community must collect glass to be recycled by a downstream glass recycling processor, not to be sent for end-use applications such as aggregate or daily cover.
- Projects that implement new permanent Household Hazardous Waste (HHW) programs or that expand existing permanent HHW programs. To qualify as a Priority Project, a newly established permanent HHW program must be open to collect HHW from the public at least four (4) separate days during any given fiscal year and an existing HHW program must significantly increase the number of days or hours of operation so that citizens have improved access to HHW services.

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Standard Project Grants:

Standard Project Grants include any projects that increase and / or enhance public waste reduction and recycling but fall outside of the 2022 priorities. Standard Projects may include but are not limited to:

- Projects that significantly increase a community's overall diversion of materials from the solid waste stream.
- Projects that improve recycling program efficiency and/or cost effectiveness.
- Projects that implement new or expand existing curbside recycling programs or that help transition a curbside recycling program from collection using bins or blue-bags to a cart-based collection system.
- Projects that increase the diversion of materials that are banned from disposal in North Carolina.
- Projects that implement recycling programs for special wastes such as fluorescent bulbs, used motor oil or filters, used cooking oil, antifreeze, pesticide containers, batteries or latex paint.
- Projects that implement or expand construction and demolition recycling efforts to divert materials such as concrete, unpainted/untreated wood, asphalt (from roads and shingles), gypsum, metals, brick, glass, plastics, carpet, or salvaged building materials from landfill disposal.
- Projects that implement education and outreach to reduce contamination in the recycling stream and improve material quality. If seeking funding for recycling education, please see additional provisions in the Special Requirements section.
- Projects that implement or expand public school recycling programs. If seeking funding for public school recycling, please see additional provisions in the Special Requirements section.
- Projects that increase the efficiency or effectiveness of public electronics recycling programs. If seeking funding for electronics recycling, please see additional provisions in the Special Requirements section.
- Projects that create or expand away-from-home recycling opportunities such as recycling infrastructure for parks, sports fields, streetscape / pedestrian recycling, and / or recycling at public venues. If seeking funding for away-from-home recycling, please see additional provisions in the Special Requirements section.

Communities preparing proposals for a 2022 CWRAR Grant are strongly encouraged to contact Sandy Skolochenko at (919) 707-8147, sandy.skolochenko@ncdenr.gov or Mel Gilles (for education and outreach projects) at (919) 707-8127, mel.gilles@ncdenr.gov. These staff are available to discuss potential grant projects and provide technical assistance and advice prior to submitting a grant proposal.

Cash Match Requirement:

Required Cash Match: CWRAR grant winners must provide a cash match equal to or exceeding 20 percent of the requested grant funding. For example, a grantee requesting a \$20,000 grant must match at least \$4,000 with local funds for a total project cost of \$24,000.

Calculating Cash Match: To determine the necessary cash match for any grant project, first determine the total budget associated with the project and then use the following equation: $\text{total project budget} \div 6 = \text{required cash match}$.

Distributions from the \$2 per ton Solid Waste Disposal Tax may be used to cover cash match requirements. In-kind contributions will not be accepted in lieu of cash match.

Grant Project Planning:

Available funding is limited, and it is anticipated that the 2022 CWRAR Grant Round will be highly competitive. For this reason, it is important that projects seeking grant funding be well thought out and well planned, and that applicants follow the instructions in this RFP when preparing proposals by providing all information as outlined in the Required Proposal Format section. Proposals that seek grant funds for the replacement of existing equipment will be scored substantially lower than projects that implement new recycling services or projects that expand existing recycling services.

Use of Grant Funds:

Examples of approved uses of CWRAR Grant funds include site development costs, construction of facilities to handle recyclable materials, equipment purchases, equipment installation costs, key recycling program components, public awareness programs and materials that support public education such as signs or brochures.

Grant funds MAY NOT be used for employee salaries, land acquisition costs, administrative expenses such as overhead, utility costs, studies or work performed by consultants, contracted collection costs, and / or payment for other contracted recycling services such as payment to a vendor for operating a household hazardous waste collection event.

If you have questions about eligible uses of grant funds, please contact Sandy Skolochenko at (919)-707-8147 or sandy.skolochenko@ncdenr.gov for more information.

Eligible Entities:

- Local governments, defined as counties, municipalities, councils of governments and solid waste authorities in North Carolina, are eligible to apply for funding from the CWRAR Grant Program.
- Former CWRAR grantees are eligible to apply. Applicants with an open 2021 CWRAR Grant contract must have invoiced for 90% of eligible grant funds by the proposal due date (February 17, 2022). Proposals will not be accepted from applicants with an open CWRAR Grant from cycles prior to 2021. Applicants with open grants from other programs (e.g., Abandoned Manufactured Home Grants) are eligible to apply.
- Federal and state agencies are not eligible for funding through this grant program.
- Public universities, community colleges and private colleges and universities are not eligible for funding through this grant program.
- Not-for-profit entities are not eligible for funding through this grant program; however, these entities are eligible for funding through the Recycling Business Development Grant Round. Contact Sandy Skolochenko at (919) 707-8147 or sandy.skolochenko@ncdenr.gov for more information.
- Public school systems and individual public schools are not eligible to apply directly for funding through this grant program. However, local governments (counties or municipalities) may apply for funding to support public school recycling projects - see Special Requirements section below.

Conditions on Submittals:

- **ONLY ONE PROPOSAL PER ELIGIBLE ENTITY WILL BE ACCEPTED.** Grant proposals may combine funding requests for multiple types of projects into one proposal. The available funding limits still apply, and total request may not exceed the grant award amounts noted in the Available Funding section.
- Multi-party initiatives such as joint projects involving two or more local governments where each local government contributes towards project funding are strongly encouraged. Any group participating in a regional or multi-party project proposal may not submit additional proposals.
- Applications will not be accepted from local governments that have not submitted the required Solid Waste and Materials Management Annual Report for the most recent fiscal year.

General Requirements:

General requirements for all applicants:

- Usage of N.C. Solid Waste Disposal Tax proceeds: Solid Waste Disposal Tax proceeds are distributed to eligible local governments on a quarterly basis by the Department of Revenue.

According to G.S. § 105-187.63, these funds must be used by a city or county solely for solid waste management programs and services. CWRAR Grant applicants must certify in writing that all disposal tax proceeds are used only for the purpose of providing solid waste and recycling services.

In addition to this written certification, applicants should describe how disposal tax funds are utilized and whether proceeds will be used to supply matching funds.

- **Public Building Recycling Services:** CWRAR Grants will not be awarded to applicants that do not have recycling services for cans, bottles and paper available at their government buildings. As part of the grant proposal, all applicants must indicate that employees in the key government buildings operated by the applicant have reasonable access to recycling services and are able and encouraged to recycle materials generated in the course of government business. Please include a list of the materials collected for recycling at these facilities.
- **Mercury Product Recycling:** G.S. § 130A-310.60 requires that any public agency using state funds for the construction or operation of public buildings shall establish a program for the collection and recycling of all spent fluorescent lights and thermostats that contain mercury generated in public buildings. As part of the grant proposal, all applicants must indicate that they have a program in place for the collection of fluorescent lights and mercury thermostats from their public buildings. If the applicant does not have a program in place for the collection of these materials, then as a precondition of any grant award the applicant must initiate such services. For more information about these requirements and / or for assistance implementing a mercury products recycling program please contact Sandy Skolochenko at 919-707-8147, sandy.skolochenko@ncdenr.gov

Special Requirements:

Applicants seeking funding for recycling education, public school recycling, away-from-home recycling and/or electronics recycling MUST address the following Special Requirement(s) in their submitted proposal.

- **Special Requirements for Recycling Education/Enforcement Projects:** Applicants should contact Mel Gilles at (919) 707-8127, mel.gilles@ncdenr.gov or Sandy Skolochenko at (919) 707-8147, sandy.skolochenko@ncdenr.gov, to discuss a project before applying.

1. Provide a list of the recyclable materials accepted by the program and indicate how the materials are to be collected (single stream, dual stream, source separated). If the grant application is for regional outreach materials, all local governments or entities participating must agree on a common list of materials for recycling and provide that common accepted list with the grant application.
2. If the grant application is for regional outreach materials, a letter of agreement and support must be provided by each local government or entity participating in the proposed grant project. Each participating entity should establish and provide a designated recycling contact for project coordination.
3. Identify the primary message of the outreach effort.
4. Indicate whether you will be using your own design or if you will be using DEACS customizable design services. <https://deq.nc.gov/conservation/recycling/general-recycling-information/customized-outreach-materials>
5. Supply mock-ups or example graphics for the outreach materials, enforcement tags, or ads.
Are your materials dependent on words or images?
6. If the grant is awarded:
 - Discuss the material design with your assigned DEACS grant manager as soon as possible to ensure clear communication about the project content and timing.

- Documents must be submitted for review prior to printing or execution. Reviews may take up to two weeks, so plan accordingly and submit well in advance of printing (not days before going to print). It is often helpful to submit an initial draft for early feedback.
- Post your community's accepted recyclables list online.
- Program changes can affect the grant and messaging. Inform DEACS immediately if program changes occur to determine if a contract amendment is needed.

- **Special Requirements for Public School Recycling Projects:** Local governments may apply for funding to support public school recycling projects, but must provide the supplemental information outlined below to ensure that all necessary school recycling program elements are addressed and to help demonstrate project planning. This is a competitive grant program and projects that institute or expand a system-wide school recycling program will compete better than projects that only serve an individual school. Eligible grant projects may seek funding for equipment (such as bins and roll carts) and/or education materials. As with other CWRAR projects, administrative expenses, staff salaries and contract collection costs are not eligible for grant funding nor can they be used as matching funds. If a public school system will be contributing funds towards the implementation of a recycling grant project, these funds should be paid to the state grantee in order to ensure that the state grantee makes the purchases associated with the grant project. All purchases associated with a grant project must be made by the grantee. Purchases made directly by a public school system shall not be eligible for reimbursement. Please contact Mel Gilles at 919-707-8127, mel.gilles@ncdenr.gov or Sandy Skolochenko at 919-707-8147, sandy.skolochenko@ncdenr.gov for information or assistance with public school recycling projects.

School Recycling Supplemental Requirements:

1. Describe the existing school recycling program (if any) that is available in the school system associated with the grant project. The description should include the following items:
 - Indicate whether recycling service is available to all schools within the district or only to certain schools within the district.
 - If recycling collection presently exists or if this project implements a new school recycling service, then please indicate the recycling service provider (e.g. indicate whether the collection of recyclables is provided by public school system employees, by a specific local government, or through a contracted or third-party service provider).
 - Provide a list of the recyclable materials accepted by the program and indicate how the materials are to be collected (single stream, dual stream, source separated).
 - Indicate where the recyclables are going after they are collected (provide the name of the materials processor).
2. List all of the public agencies and/or departments that collaborate to assist with or operate the school recycling program and list the role of each entity. Examples could include the local educational authority (school district), municipal and/or county solid waste management departments. Ideally, a holistic school system recycling program should include cooperation between the community's public recycling program and the public school system.
3. If a system-wide school recycling program is in place, explain if and how this grant will expand recycling throughout the school system and note whether this grant project is part of a phased plan.
4. A designated recycling contact should be established for each school facility participating in the recycling program. Examples of designated contacts might include school facility manager, head custodian, the faculty coordinator or leader of a group or club, the principal, or school administrator. Please provide a list of schools to be served by this project and the designated recycling contact for each school including the name and title of the designated contact.

5. Indicate the locations where recycling containers are or will be placed at the school facilities (e.g. classrooms, cafeterias, hallways, athletic fields, administrative offices, library, copy rooms, etc.).
6. Indicate who will be responsible for emptying the recycling containers (e.g. custodian / cleaning staff, teachers, students, student groups, etc.).
7. Provide a plan for promoting recycling within the schools impacted by the grant project as well as a plan for educating staff and students about the program.

- **Electronics Recycling Projects:** Any community seeking grant funds related to an electronics recycling related project must indicate in their proposal whether the local government has ever received funds distributed from the State's Electronics Management Program. For more information on eligibility for Electronics Management Program Funds see this web site: <http://deq.nc.gov/about/divisions/waste-management/solid-waste-section/electronics-management/nc-local-governments-info-page>. If the local government has received Electronics Management Fund distributions in the past, then the applicant must include information in its proposal about how those funds have been used and how the community intends to use the funds that will be distributed in February 2022 and February 2023.

Successful county applicants seeking grant funds to support an electronics recycling related project that have not previously been eligible for distributions from the State's Electronics Management Program will be required to become eligible for Electronics Management Funds on or before December 31, 2022 as a precondition of receipt of CWRAR Grant funds.

Successful municipal applicants seeking grant funds to support an electronics recycling related project that have not previously been eligible for distributions from the State's Electronics Management Program must decide whether or not to make themselves eligible for Electronics Management Funds prior to the December 31, 2022 eligibility deadline. This decision should be made in consultation with the county where the municipality is located and should be based on how the distribution of funds can best serve the advancement of electronics recycling within the community. If it is determined that the municipality should seek Electronics Management Funds, the municipality should take action to become eligible for funds on or before December 31, 2022.

- **Away-From-Home Recycling Projects:** Grant funds for away-from-home recycling projects can only be used for recycling related purchases and cannot be used to pay for the purchase of away-from-home receptacles for the collection of waste (garbage). If a proposal includes the purchase of away-from-home receptacles that collect BOTH waste and recyclables, then the standard cash matching fund requirement will be adjusted so that the applicant (grantee) covers the full cost of the waste portion of the container with their matching funds. For example, if a community seeks to purchase a combo waste / recycling station that has one slot for garbage and one for recyclables and the receptacle costs \$1,000 then the applicant will be expected to provide a cash match equal to one half of the purchase price, or \$500. If seeking funding for an away-from-home recycling project, please indicate in the Special Requirements section of the proposal whether any of the equipment to be purchased will be used to collect waste materials that are intended to be disposed of in a landfill.

Applicants for away-from-home related grant projects are strongly encouraged to specify which particular recycling receptacles are being considered for purchase as a part of their proposal. For guidance on the selection of recycling receptacles, please contact Mel Gilles at (919) 707-8127, mel.gilles@ncdenr.gov or Sandy Skolochenko at (919) 707-8147, sandy.skolochenko@ncdenr.gov.

Grant Project Period / Funding Period:

Successful grant applicants will be required to enter into a grant contract with the N.C. Department of

Environmental Quality (DEQ). The resultant grant contract period is intended to align with the local government fiscal year and will generally have a one (1) year contract long term. Grantees must expend funds within the year-long contract period unless the grant contract end date is extended by written agreement between the applicant and the DEQ. Extensions are possible but not guaranteed. It is anticipated that grant contracts resulting from this grant cycle will begin on July 1, 2022 and end on June 30, 2023. All purchases must be made within the grant contract period. Any purchases made prior to the start of the grant contract or after the end date of the grant contract will not be eligible for reimbursement.

Proposal Due Date:

Proposals MUST be received by DEACS by 5:00 p.m. on Thursday, February 17, 2022. Any proposals received after the deadline will not be considered. Local governments requiring board approval to apply for grant funds should plan to procure that approval before the submittal deadline. Late proposals will not be accepted.

How to Submit Proposals:

One electronic copy of the proposal must be submitted by email to sandy.skolochenko@ncdenr.gov. Receipt of all acceptable proposals will be acknowledged by e-mail. If you do not receive a confirmation, contact Sandy Skolochenko at sandy.skolochenko@ncdenr.gov or 919-707-8147 as soon as possible. It is the responsibility of anyone submitting a proposal to contact DEACS if they do not receive a confirmation. No arrangements will be made for lost applications after the due date. Please submit electronic versions of proposals as Microsoft Word (preferred) or Adobe (PDF) files. If submittal of an electronic version of a grant proposal presents a hardship, please contact Sandy Skolochenko to discuss submittal options.

Required Proposal Format:

The following outline indicates what applicants must include in their proposal for their application to be considered complete. Proposals that fail to provide all of the required information or that fail to follow the following format may not compete well and may not be considered for funding.

- Project Title
- Applicant Contact Information: to include the following:

Name and title of main contact

Organization

Address

Phone number

E-mail address

- Date of Proposal Submittal: this should be the date the proposal is submitted to DEACS
- General Requirements: (see General Requirements section for more information)

Written statement certifying that Solid Waste Disposal Tax Proceeds are used only for solid waste management purposes and a description of how proceeds are used.

Written statement indicating that the applicant has recycling services for cans, bottles and paper available at the key government buildings and a list of the materials collected.

Written statement indicating that the applicant has established a program for the collection and recycling of fluorescent lights and mercury containing thermostats from public buildings owned by the applicant.

- Project Description: Provide responses to each of the following prompts below. Applicants are encouraged to provide a clear project description and consider the Award Criteria as they describe the project elements.

1. Describe the proposed project and identify specifically what items (and how many) you intend to purchase with grant funds.

(Planning: 0-20 points; Priority Project: 0-10 points)

2. What is the anticipated service life for the items or materials to be purchased with grant funds? Estimate how long the project will continue to serve the community and how you will

sustain the project after the grant ends.

(Planning: 0-20 points; Efficiency/Cost Effectiveness: 0-20 points)

3. How does the proposed project address a specific recycling need for the community? Will the grant project create a new service, enhance or expand an existing service, or support an existing recycling service without expanding that service?

(Demonstration of Need: 0-20 points)

4. How many households or businesses will be impacted by or have access to the recycling services associated with the proposed project?

(Demonstration of Need: 0-20 points; Efficiency/Cost Effectiveness: 0-20 points)

5. Estimate the number of tons of waste expected to be reduced annually as a result of the proposed project. Please explain how you came up with the estimate.

(Waste Reduction Impact: 0-25 points)

6. Describe any partnerships associated with the proposed project. Please include documentation of support from any partner entities.

(Joint Effort: 0-5 points)

- **Special Requirements:** Proposals for recycling education, school recycling, electronics recycling or away-from-home recycling must include additional information as stipulated in the Special Requirements section.

- **Project Timeline:** Simple bulleted list showing approximate dates for major project milestones. Timeline must begin on or after July 1, 2022 and project must be complete by June 30, 2023. Please follow the example below:

November 1, 2022: Carts and educational materials purchased, and commercial recycling program launched (adjust based on proposed project)

May 31, 2023: Submit all invoices and draft Final Report to DEACS (required)

June 30, 2023: Submit Final Report to DEACS (required)

- **Project Budget:** to include the following:

Itemized list of intended expenditures and estimated costs;

Total project cost with breakdown of grant funding requested from the state and amount of matching funds to be provided by the applicant (see Cash Match Requirements);

Please submit in a table following the example below:

Project Elements Estimated Cost

Recycling Carts for Commercial Recycling

Program \$ 10,500

Labels for Carts and Signs for Recycling Sites \$ 900

Program Brochures (Printing) \$ 600

Project Budget

Total Project

Cost

State Grant

Award

Applicant Cash

Match

Total \$ 12,000 \$ 10,000 \$ 2,000

* Note about Project Budgets: state and local sales taxes are not reimbursable expenditures and should not be included as part of grant budgets.

Grant Selection Process:

A selection committee will use the pre-established Award Criteria identified below to rank proposals and make award decisions. The review process is expected to be completed and preliminary award announcements should be made by April 2022.

Award Criteria:

Applicants are encouraged to consider the following Award Criteria as they develop their grant proposals.

1. Demonstration of Need (0-20 points): Does the proposed project address a specific equipment, educational, or infrastructure need for the community?
2. Planning (0-20 points): Did the Project Description include all necessary elements as outlined in the Required Proposal Format? Is the proposal well thought out, well researched and backed by valid facts and assumptions? Is the project consistent with recycling industry best management practices?
3. Waste Reduction Impact (0-25 points): Will the project contribute substantially toward reduction of the local waste stream or will it substantially increase tonnage recovered through recycling services? Will the project improve the material quality in the recycling stream by reducing contaminants?
4. Efficiency / Cost-effectiveness (0-20 points): Will the project improve the efficiency or cost-effectiveness of the local waste reduction program? Does the project increase the efficiency or effectiveness of an existing recycling service? Does the project reduce the operating cost of a current recycling service or does it adopt practices proven to be cost effective in other communities? Does the project make investments that will continue to serve the community for years to come?
5. Joint Effort (0 or 5 points): One-party proposals will receive zero (0) points; multi-party proposals (involving cash match from all participants) will receive five (5) points.
6. Priority Project (0-10 points): Is the project seeking funding for a Priority Project Grant? To what extent does the project support investments in one of the Priority Project Grant categories?

If a Proposal is Selected for Funding:

DEACS anticipates that applicants selected to receive grant funding will be notified by the end of April 2022. DEACS will notify the applicant with a formal offer by e-mail. The applicant must accept or decline the offer. The following will occur once the offer of grant funding is accepted:

- DEACS may work with applicants to revise initially submitted proposals before entering into a grant contract. Any changes to initial proposals must be approved by DEACS and the applicant and the resultant Final CWRAR Proposal will become an attachment to the grant contract.
- The annual CWRAR Grant cycle typically receives funding requests that exceed available funds. However, it is a priority for DEACS to support as many qualifying projects as possible. After close examination of funding requests and subject to agreement with the applicant, DEACS may award grant amounts lower than the original request.
- Successful applicants will be required to:
 - o Provide their federal tax ID number.
 - o Register with the state's e-procurement system using the same address provided in the applicant's proposal. To register in the state's e-procurement system or confirm/update your existing registration, please visit the following link: <http://eprocurement.nc.gov/>.
 - o Submit a Conflict of Interest Policy using the following template or submitting a copy of your organization's existing policy: <https://deq.nc.gov/conservation/recycling/programs-offered/grants-local-governments#Forms>
- All applicants selected for funding will undergo a compliance review to ensure that they do not have an outstanding Notice of Violation (NOV) related to North Carolina solid waste statutes and rules. Any 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.

- DEACS will submit a request through the DEQ contract processing system for a grant contract. Grantees must act to execute the resultant grant contract without excessive delay.

NOTE: Successful applicants that make purchases before a grant contract is signed by both DEQ and the grant recipient will not be reimbursed.

Other General Terms and Conditions:

All grantees are subject to the following terms and conditions. Most of these terms and conditions will be outlined in the grant contract.

- **Publications:** all documents and publications associated with a grant contract should be printed on recycled paper containing at least 30 percent post-consumer content.
- **Final reports:** a draft final report is required to be submitted to DEACS at least 30 days prior to the contract end date and a final report is required to be submitted by the contract end date. Final reports and drafts should be submitted electronically. All applicants are strongly encouraged to visit the following web site to review the final reporting format and guidelines:
<https://deq.nc.gov/conservation/recycling/programs-offered/grants-local-governments>.
- **Extensions / Amendments:** 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.
- **Reimbursement:** distribution of DEACS grant funds is on a reimbursement basis. Requests for reimbursement can only be made after the grantee has completed purchases associated with the grant project. Reimbursement requests must be submitted on letterhead, must include copies of invoices, and must include proof that the grantee has made payment. Proof of payment may include copies of canceled checks or other financial reports showing that funds were spent. State and local sales taxes are not reimbursable, may not be counted towards expenditure requirements, and should be excluded from reimbursement requests. The amount of actual grant payments may be prorated for projects and / or project elements that come in under budget.
- **Final 10 Percent of Funds:** DEACS will continue to reimburse grantees until 90 percent of the grant award amount has been expended. The final 10 percent of grant funds will be held until an acceptable final report has been received by DEACS. The final report must be received and approved prior to the end date of the contract.

A Final Word on Grant Writing:

Proposals may receive low scores or even be rejected because applicants fail to follow the instructions outlined in this document. Applicants stand a better chance of success if they include all of the required components of a proposal and if they follow the Required Proposal Format. Project Descriptions should be clear, concise, and should demonstrate thoughtful planning. Poorly prepared proposals create uncertainty about the project goals and intended results. Clear details will provide grant proposal reviewers confidence about the viability and feasibility of a proposal. Applicants with questions are encouraged to contact DEACS for more information.

Applicant Contact Information: Date of Proposal Submission:

Moore County Solid Waste

David Lambert, Solid Waste Director

1 Courthouse Square PO Box 905

Carthage, NC 28327

910-986-5005

Dlambert1@moorecountync.gov

11/18/2021 (Revised 4/7/2022)

Certifications:

We certify that Moore County Solid Waste Department is adhering to the Solid Waste Deposal Tax proceeds in accordance to N.C.G.S. 105-187.63 and that such funds are solely used for solid waste management programs and services. We further certify that Moore County has a public building recycling program that prioritizes cans, bottles, and paper at key government buildings. Additionally, Moore County certifies that mercury products are recycled through our household hazardous waste program.

Project Description:

Describe the proposed project and identify specifically what items (and how many) you intend to purchase with grant funds.

Background: Moore County Solid Waste recently took on the task of simplifying recycling across Moore County. In the

Fall of 2020—and in consultation with NC DEQ-DEACS—Moore County Solid Waste facilitated a standardization of acceptable materials throughout Moore County's municipalities. In 2021 we successfully implemented the #RecycleMoore program and had an outstanding campaign that utilized traditional and digital means of reaching a wide population. We want to certainly continue the momentum—but we also want to expand diversion efforts to include HHW.

Proposal: We seek outdoor message boards that will allow us to reach our residents in an effective and convenient way. Also, the HHW shed would allow more space for recovery of material. Currently, the lack of storage takes up lots

of our material receiving area. Our proposal includes a combination of physical items aimed at increasing capacity as

well as educational/marketing materials that increase education and awareness of rules. All are vital to reducing contamination and increasing waste diversion.

Outdoor Message Boards at collection Sites.

Our collection sites serve as a meeting place for residents. In fact, our department believes that for many of our residents, the Solid Waste Collection Sites are the primary point of interaction for residents to interact with their local government.

We currently have a message board at each site, but these outdoor bulletin boards have been worn down and need to be replaced. Once

we replace these items, we can more economically promote recycling campaigns on an ongoing basis. It much easier to print materials in-house rather than acquiring weather-resistant messaging options that cost more to create and ultimately clutter up the site.

- These is not meant to be used as two-way communication where residents can post important local events—like yard sales or missing pets. This would be one way advertising.
- Message boards would have plexi-glass and would protect the material in the elements.
- We have access to printers that can print poster size material. I would intend to design materials that would be site specific. For

Estimated Life of the Product:

10-15 years

Specific Needs Addressed:

If we want to reach the most people, one of the best ways to do that is our message boards. Previous grants/campaigns elements were targeting more curbside customers—but there is a need for county “drop-off” only residents to get targeted messaging and pick up informational brochures. We need an effectively way to target rural customers and critical contact points. We can do this most effectively at the collection sites.

This will enable to target messaging to diverse areas of the population in a cost-

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example, if one community has more of a specific type of contamination, I would target the message for that site. All designs could be done in house and changed as often as necessary. We can also better advertise diversion programs like HHW programs, Electronic Recycling, etc.

effective way and meet them where they are.

Storage Shed for Household Hazardous Waste- PRIORITY ITEM

Moore County has a permanent Household Hazardous Waste Facility at our Eagle Springs location. We have an incredible facility to contain these items, but we lack the storage capacity at the site to properly store the boxes, pallet jacks, and empty barrels for the program. Currently, these materials are stored in the HHW collection building and take up over half of the facility's capacity. If we were to get a shed delivered to the facility that could properly store the material we would be able to increase the amount of materials that we are able to collect from the public.

Estimated Life of the Product:

15 years

Specific Needs Addressed:

This expands our capacity to take hazardous waste at our permeant facility.

Additional Project Questions:

How many household or businesses will be impacted by or have access to the recycling services associated with the proposed project?

38,965 Households in Moore County.

This county-wide program would be available to all households in Moore County and includes those with curbside service and drop-off collections. Municipalities will join and participate in the county's effort of promoting the #RecycleMoore priorities diversion efforts.

Estimate the number of tons of waste expected to be reduced annually as a result of the propose project. Please explain how you came up with the estimate?

Moore County processed approximately 3455 tons of recycling per year. Average contamination is expected to be around 20%. If we could reduce contamination to 10% with this educational effort this would result in 345.5 tons of additional material being recycled from Moore County facilities, Pinehurst, Aberdeen, and Whispering Pines being comingled recycling per year. Southern Pines, Carthage, Robbins and Pinebluff all process their recycling with different

vendors so those numbers are unknown. However, factoring in their populations, probable contamination rates, and changed behaviors (converted non-recyclers) Solid Waste thinks it is reasonable that approximately 500 tons can be

recycled.

Describe any partnerships associated with the proposed project. Please include documentation of support from any partner entities.

We have support from Moore County municipalities in this #RecycleMoore effort. See Appendix B

Special Requirements:

Applicants should contact DEACS Recycling Outreach Specialist to discuss a project before applying.

This was completed on November 19, 2021 with Ms. Abken and Ms. Skolochenko.

Provide a list of the recyclable materials accepted by the program and indicate how the materials are to be collected (single stream, dual stream, source separated). If the grant application is for regional outreach materials, all local governments or entities participating must agree on a common list of materials for recycling and provide that common accepted list with the grant application.

Please See Appendix A (Materials List) and Appendix B (List of local government agreements)

If the grant application is for regional outreach materials, a letter of agreement and support must be provided by each local government or entity participating in the proposed grant project. Each participating entity should establish and provide a designated recycling contact for project coordination.

Please see Appendix B

DEQ CONTRACT CW28427

ATTACHMENT C

Indicate whether you will be using your own design or if you will be using DEACS customizable design services.

We will likely be utilizing both. We have designed our own #RecycleMoore Material. However, we will consult with DEACS on additional options.

Supply mock-ups or example graphics for the outreach materials, enforcement tags, or ads. Are your materials dependent on words or images?

See Appendix A.

Project Timeline:

- July 2022- Collection site signs ordered
- August 2022- Order HHW Shed
- September 2022- Collection Site Signs installed.
- January 2022- Install HHW shed.
- May 31, 2023 final report draft submitted
- June 30, 2023 final report submission and reimbursements approved

Project Budget

Project Elements Estimated Cost

Outdoor Message Boards (7) \$5,000.00

Storage Shed for HHW (1) \$7,000.00

Project Budget Total Project Cost State Grant Award Applicant Cash Match

Total \$12,000 \$ 10,000 \$ 2,000.00

DEQ CONTRACT CW28427
ATTACHMENT C

Appendix A:

DEQ CONTRACT CW28427
ATTACHMENT C

Appendix B:

DEQ CONTRACT CW28427

ATTACHMENT C

DEQ CONTRACT CW28427

ATTACHMENT C

Notice of Certain Reporting and Audit Requirements

A recipient or subrecipient shall comply with the all rules and reporting requirements established by statute or administrative rules found in 09 NCAC Subchapter 3M. For convenience, the requirements of 09 NCAC Subchapter 3M.0205 are set forth in this Attachment.

Reporting Thresholds.

There are three reporting thresholds established for recipients and subrecipients receiving State awards of financial assistance. The reporting thresholds are:

(1) Less than \$25,000 – A recipient or subrecipient that receives, hold, uses, or expends State financial assistance in an amount less than twenty-five thousand dollars (\$25,000) within its fiscal year must comply with the reporting requirements established by this Subchapter including:

(A) A certification that State financial assistance received or held was used for the purposes for which it was awarded; and

(B) An accounting of all State financial assistance received, held, used, or expended.

(2) \$25,000 up to \$500,000 - A recipient or subrecipient that receives, holds uses, or expends State financial assistance in an amount of at least twenty-five thousand (\$25,000) but less than five hundred thousand dollars (\$500,000) within its fiscal year must comply with the reporting requirements established by this Subchapter including:

(A) A certification that State financial assistance received or held was used for the purposes for which it was awarded; and

(B) An accounting of all State financial assistance received, held, used, or expended.

(C) A description of activities and accomplishments undertaken by the recipient, including reporting on any performance measures established in the contract.

(3) Greater than \$500,000 – A recipient or subrecipient that receives, holds, uses, or expends State financial assistance in the amount equal to or greater than five hundred thousand dollars (\$500,000) within its fiscal year must comply with the reporting requirements established by this Subchapter including:

(A) A certification that State financial assistance received or held was used for the purposes for which it was awarded; and

(B) An accounting of all State financial assistance received, held, used, or expended.

(C) A description of activities and accomplishments undertaken by the recipient, including reporting on any performance measures established in the contract.

(D) A single or program-specific audit prepared and completed in accordance with Generally Accepted Government Auditing Standards, also known as the Yellow Book.

Other Provisions:

1. All reports shall be filed with the disbursing agency in the format and method specified by the agency no later than three (3) months after the end of the recipient's fiscal year, unless the same information is already required through more frequent reporting. Audits must be provided to the funding agency no later than nine (9) months after the end of the recipient's fiscal year.

2. Unless prohibited by law, the costs of audits made in accordance with the provisions of 09 NCAC 03M .0205 shall be allowable charges to State and Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined in the Code of Federal Regulations, 2CFR Part 200. The cost of any audit not conducted in accordance with this Subchapter shall not be charged to State awards.

3. Notwithstanding the provisions of 09 NCAC 03M .0205, a recipient may satisfy the reporting requirements of Part (3)(D) of this Rule by submitting a copy of the report required under the federal law with respect to the same funds.

4. Agency-established reporting requirements to meet the standards set forth in this Subchapter shall be specified in each recipient's contract.

DEQ CONTRACT CW28427

ATTACHMENT D

Agenda Item:

Meeting Date: June 7, 2022

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Phillip Boles Interim Solid Waste Director

DATE: May 26, 2022

SUBJECT: Authorization to accept two grants aimed at improving glass infrastructure in North Carolina.

PRESENTER:

REQUEST:

Accept grant funds awarded to Moore County by two different entities: The North Carolina Department of Environmental Quality and the Glass Recycling Foundation for DEQ's Glass Equipment and Infrastructure project and to authorize the County Manager to sign all necessary agreements. NC DEQ has awarded Moore County \$33,500.00 for the project and the Glass Recycling Foundation has dedicated \$12,000 to the project. Moore County's match for the project, which is included in the proposed budget next fiscal year, is \$8,972.00.

BACKGROUND:

NC DEQ has created a Glass Infrastructure Grant Program aimed at improving the glass infrastructure in Moore County. Moore County intends to expand the glass bunker at the Moore County landfill in order to separate the "clean" glass (no plastic) from other glass. Moore County's agreement with Strategic Materials will enable Moore County to receive revenue for the clean glass—so long as it is separated. All glass is currently disposed of for free. Once this structure is in place, Moore County will be in a position to accept out-of-county glass which will allow for more glass recycling and bring in more potential revenue for Moore County. The grant also allows for Moore County to obtain additional materials: gravel, signage, foam wheels, and glass containers.

NC DEQ worked with the Glass Recycling Foundation (GRF) to provide additional assistance to counties for this grant program. For Moore County, (GRF) has offered to contribute \$12,000 to this project. The GRF funds reduce the actual match Moore County must contribute to \$8,972.00. To accomplish this, Moore County must enter into an agreement with both GRF and NCDEQ.

IMPLEMENTATION PLAN:

Moore County will sign both agreements and procure services and items related to the grants.

FINANCIAL IMPACT STATEMENT:

Moore County will provide a \$8,972.00 match for this project. (Total cost \$54,272.00)

RECOMMENDATION SUMMARY:

Make a motion to accept grant funds and authorize the County Manger to sign the grant agreement (and all related documents) awarded by the Glass Recycling Foundation, totaling \$12,000, for the purpose of the Glass Bunker Expansion project.

Make a motion to accept grant funds and authorize the County Manger to sign the grant agreement (and all related documents) awarded by the NC Department of Environmental Quality, totaling \$33,500.00 for the purpose of the Glass Bunker Expansion project.

SUPPORTING ATTACHMENTS:

NC DEQ Grant Document

Glass Recycling Foundation Grant Document

Glass Recycling Foundation Glass Expansion Reimbursement Grant Letter Agreement 2022

Glass Recycling Foundation (GRF) Dear Mr. Lambert,

Congratulations. GRF has reviewed your enclosed Grant Application to the North Carolina Department of Environmental Quality and is pleased to offer an opportunity for qualified expenses and marketing/promotional/educational support to increase glass recycling. Your organization is commended for its efforts to increase glass recycling.

Please have an authorized official of your company sign this letter of agreement to receive reimbursement consideration. -----

This Letter of Agreement is made and entered into by and between the Glass Recycling Foundation (GRF) and Moore County, NC hereinafter referred to as the Grantee: WHEREAS the Grantee has applied to GRF for a GRANT for specific funding designated to improve glass recycling programs for increased glass collection services and promotion of glass

recycling in Moore County, NC, and, the GRF, a 501(c)3 not-for-profit organization representing the glass recycling value chain, has considered the application from the Grantee ("Application") and GRF may have available funds to grant in exchange for increases in infrastructure, and access, for marketing of glass; and,

WHEREAS the representations of the Grantee in the attached application has led GRF to the determination that the grantee's activities and requests meet the goals of the GRF for awarding this grant; and,

WHEREAS the Board of Directors of GRF have given the GRF officers the authority to execute Grants that the GRF Board have approved, WHEREAS this Grant is a "Reimbursement Grant", based on documented equipment, promotional material and collection service expenditures which occur after the execution of this

document, where the Grantee provides proper source documentation of said expenditures to GRF in accordance with the terms of this agreement; and, WHEREAS, the Grantee has complied with performance with the terms, promises, conditions, and assurances as outlined in the Grantee's Amendment, 2022 Application to GRF (a copy of

which is attached hereto as Exhibit A); and,

WHEREAS, Grantee has represented it is highly qualified and experienced, and is able to perform the activities described in the Application attached to this Agreement,

NOW THEREFORE, in consideration of the mutual covenants by and between the parties hereto, the parties in this Letter and the Application agree as follows:

A. GRANTEE REPRESENTATIONS Grantee warrants that: 1. Representations made in the attached application are true and accurate; 2. Grantee is not subject to any judgment or decree of a court of competent jurisdiction or governmental agency that would limit or restrict its right to enter and carry out this Agreement; 3. Neither the execution of this offer letter nor the consummation of its transactions will constitute a breach under any contract or agreement to which it is a party or by which it is bound; 4. Grantee acknowledges that "Pursuant to the federal anti-kickback law (42 U.S.C.A. SEC. 1320a- 7b(b)), neither Borrowers nor their agents shall offer or give any remuneration or thing of value to any person to encourage referral to the grant programs nor will Borrowers or their agents solicit or receive any remuneration or thing of value in exchange for Borrowers' agreement to award a grant or to purchase goods or services for an award of a grant"; 5. Grantee has made no false statements to GRF or any of its employees or agents in the process of obtaining this Agreement; 6. The undersigned, designated Grantee signature affixed has the authority to execute this Agreement and commit the Grantee to the performance of their obligations; 7. and, 8. Grantee has received no written notice that any investigation, action or litigation is pending or threatened, which materially and adversely affects this Agreement.

B. AWARD- GRF hereby agrees to provide reimbursements to the Grantee on qualified expenditures for up to one year in an amount not to exceed \$12,000, provided GRF funds are available and reimbursement is approved. 1. This Award is a 100% cash reimbursement for:

a. Up to \$1,000 of the Award shall be used for marketing/promotional/educational material that helps build awareness of the glass recycling program, including advertising expenses, social media, or printing and mailing. Outreach materials shall include the Glass Recycling Foundation's logo. The Awardee shall provide the Glass Recycling Foundation 5 business days to review and provide feedback on artwork and graphic design before dissemination of education and outreach materials. b. Up to \$11,000 of the award shall be used for qualified expenditures for as described in the Grant Application: 2. When a written request is submitted for reimbursement eligibility to GRF, disbursement of grant reimbursement funds will be the sole responsibility of GRF;

3. The parties understand and agree that all reimbursement payments made under this grant award are based on actual costs and are made based upon Grantee's satisfactory performance of Grantee's obligations.

4. Qualified expenses include all items listed in the enclosed grant request from Moore County. Such expenses become eligible for reimbursement upon formal Written Request to GRF after purchase, along with attached source invoice/receipt

documentation. GRF agrees to provide reimbursement not to exceed \$1,000 for glass recycling promotional/marketing materials and advertising; and reimbursement not to exceed \$11,000 for qualified expenses, according to the specifications below.

5. Information required in the written request for reimbursement must include a. Date purchased (noting qualified purchase expenses are only eligible if purchased after this agreement is signed); b. Picture of the equipment purchased and intended use and location equipment is deployed; c. Estimation of the annual increased tons of glass that will be yield from the expenditure(s) is also required; and, d. Source Sales Receipt receipt/invoices for equipment, services and marketing/promotional material must be included with the request.

e. In addition, GRF reserves the right to request further information and the Grantee is required to provide the information for determination by GRF of whether to reimburse the purchase expense. 6. Costs incurred by the Grantee for items that are not part of the approved items in this agreement, and/or costs in excess of amounts specified in the application will not be considered; 7. Grant at Will/No Guarantee Disclaimer- GRF reserves the right to withhold, cancel, or reject reimbursement of a particular written request for reimbursement under this agreement for any reason whatsoever. Though the intention of GRF is to award up to

\$12,000 for qualified expenditures and marketing/promotional/educational material, considerations such as GRF eligibility of the requested expense reimbursement, funding, or other material circumstance, may require delay or no payment for the reimbursement request for qualified expenses. Grantee agrees that each reimbursed expense for glass collection services, marketing/promotional material and equipment disbursed to the Grantee is a final cash award and the Grantee releases GRF from any other real or implied obligations. C. TERMS OF THE GRANT

1. Arms-Length Relationship of the Parties

a. The rights and obligations of the parties shall be only those expressly set forth herein. b. The Grant award is made based on the merits of the GRANTEE Application, representations therein, and interviews subsequent to the application.

c. Grant Agreement Complete- This grant agreement and attached Application contains all negotiations and agreements between GRF and the Grantee. No other understanding regarding this grant agreement, whether written or oral, may be used to bind either party.

d. This Letter expressly is not intended by the parties to constitute or create a joint venture, pooling arrangement, affiliation, association, pay-for-performance subcontract, or formal business organization of any kind.

e. No licenses, endorsements, recommendations are granted by either party and are not implied. However, based on the performance of the Grantee, GRF may confer endorsement or recommendation outside this agreement by written request of the Grantee; f. No implied warranties or covenants are conferred by this award by GRF and should not be implied publicly; g. All tax and income law implications from reception of reimbursements legally binding to the Grantee are the sole responsibility of the Grantee. 2. Cash Reimbursement by Check Payment- Approved disbursement for reimbursement purchase expenditures are paid by check and are administered by the GRF Executive

Committee through Resource Recycling Systems (RRS), a Michigan Corporation. Once reimbursements are approved, Grantee will receive notification of approval and a check with the reimbursement approved by GRF. Checks must be cashed within 60 days of receipt. Payments will be made quarterly upon when qualified purchases or service receipts and applicable invoice have been received.

3. No Grantee Reimbursement Obligation to Buy Further Equipment or Infrastructure- GRF explicitly encourages Grantee to use reimbursed funds for further expansion of glass recycling infrastructure and equipment. However, except if stated in the application, Grantee is under no obligation to use reimbursement for further equipment expenditures.

4. Liability and Waiver of Claims- To the fullest extent allowed by law, Grantee agrees to indemnify, defend and hold the GRF harmless from and against any and all liability, loss, and expense (including reasonable attorneys' fees and expenses) or claims for injury or damages arising out of, or resulting from, or that are alleged to arise out of or result from, from the performance of this grant agreement by the Grantee or the Grantee's agents or employees, including all actions or omissions by the Grantee and/or the Grantee's officers, agents, employees, subgrantees, contractors or subcontractors, with respect to the grant. 5.

Assignment- This Grant Agreement and any of the rights or obligations under this Grant Agreement may not be assigned without the GRF's prior written consent.

D. GRANTEE AND GRF RESPONSIBILITIES AND RIGHTS 1. Recordkeeping and Reports- Grantee will provide to GRF a total (quarterly or alternate time frame as established by grantor/grantee) glass recycling tonnage report in writing within 30-days of the end of the month, on a quarterly basis, and continue doing for 1-year after the last reimbursement award is made for programs receiving reimbursement. Should the Grantee not report as required no further reimbursements will be made. In addition, after 1-year, Grantee will make a final report to the GRF on a form provided by GRF;

2. GRF Branding- Grantee will provide location for specified GRF grant logo or message sticker on equipment whose purchase was reimbursed, if requested by GRF;

3. Audit – GRF or its written designee reserve the right to an independent unannounced audit to ensure that reimbursements paid for assets obtained to increase glass recycling. Grantee will cooperate to the fullest extent possible, and upon request, grant access to equipment in question for verification. The Grantee shall keep said books and records in a manner consistent with generally accepted accounting procedures in a common file to facilitate audits and inspections. 4. Non-Discrimination: The Grantee shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, sexual orientation, military status, or any disability as defined in the Americans with Disabilities Act (ADA). The Grantee shall not, in any manner, discriminate, intimidate or retaliate against any employee on account of race, color, religion, sex, sexual orientation, military status, national origin, disability, age or ancestry. The Grantee shall take affirmative action to ensure that employees are treated during employment, without regard to their race, color, religion, national origin, ancestry, age, sex, sexual orientation, military status, or any disability, as defined in the ADA. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, including apprenticeship.

5. Compliance with Applicable Laws- The Grantee shall only use granted reimbursed monies for activities in compliance with all applicable federal, state, and local laws, rules, regulations, and ordinances, in addition to the terms of this Agreement. 6. Change in Location- The Grantee also affirms, understands, and agrees to immediately notify GRF of any change or shift in the location(s) of services performed by the Grantee or its subcontractors under this Agreement, and no services shall be changed or shifted to a location(s) that are outside of the United States. 7. Rights Reserved by GRF- GRF reserves the right, at any time after execution of this Agreement, and with or without cause, to terminate, revise, or extend the grant in whole or in part at any time. Granted Funds under this agreement are not guaranteed unless received by the Grantee. In the event of such termination, the Grantee may be paid for approved expenditures incurred prior to termination. The Grantee has no right to, and shall no claim for, compensation which has not been received. 8. First Right of Refusal-Should Grantee discontinue use of GRF funded equipment, GRF retains the right of first refusal to re-deploy the equipment to other programs that will be able to use the equipment for the benefit of glass recycling. GRF and/or the receiving program will be responsible for the cost of taking possession of the equipment and relocating it to the new program.

E. TERM OF THE AGREEMENT

This Agreement shall start with the signature of both parties and shall remain in for one-year after the last reimbursement made.

F. TERMINATION OF THE AGREEMENT

Both parties reserve the right, at any time after execution of this Agreement to terminate the program, in whole or in part, upon a sixty (60) day written notification to the other party. In

addition, in the event of insolvency, Lack of funds, or dissolution of either party, this Agreement immediately is terminated.

G. ACTS AND OMISSIONS Grantee shall be responsible for its own acts and omissions and will be responsible for any and all damages, costs, and expenses that arise out of the performance of this Agreement and that are due to the Grantee's own negligence, tortious acts, or other conduct or that are due to the negligence, tortious acts, or other conduct of the party's respective agents, officers, or employees. GRF harmless for all activities arising out of the performance of this agreement. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their

duly authorized officers. (I, we) have the authority to sign this Agreement and do so in (my/our) respective capacities: Grantee Signature

Signed:_____ Date:_____ Moore County, NC Authorized Official

(I, we) have the authority to sign this Agreement upon written signature and GRF approval of this Agreement, and do so in (my/our) respective capacities as an Executive Committee Member of the GRF:

BY:

Signed:_____ Date:_____ Attachment: (Grant Application) Exhibit

Moore County Glass Expansion Project

Applicant Contact

Information:

Date of Proposal

Submission:

Moore County Solid Waste

David Lambert, Solid Waste Director

1 Courthouse Square

PO Box 905

Carthage, NC 28327

910-986-5005

Dlambert1@moorecountync.gov

1/11/2022

Certifications:

We certify that Moore County Solid Waste Department is adhering to the Solid Waste Deposal Tax proceeds in accordance to N.C.G.S. 105-187.63 and that such funds are solely used for solid waste management programs and services. We further certify that Moore County has a public building recycling program that prioritizes cans, bottles, and paper at key government buildings. Additionally, Moore County certifies that mercury products are recycled through our household hazardous waste program.

Operations Description

MRF Information: Moore County currently takes all non-glass recycling material to Pratt Industries in Fayetteville. They do not accept glass at their facility and it is considered contamination. Moore County's glass all goes to Strategic Materials in Wilson N.C.

Summary of Current Operations: Moore County collects separated glass at each of its seven collection sites in "glass only" roll off containers. Every municipality, except Southern Pines, has excluded glass from their curbside pick-up programs. Southern Pines does accept it in comingled recycling but we still encourage it to be separated and brought to our facilities because sorting broken glass can be problematic (and costly). Moore County's fleet brings all containers to the Moore County landfill at 456 Turning Leaf Way in Aberdeen. Glass is dumped into the "glass bunker." Bev Con, a subsidiary of Strategic Materials, comes to pick up the glass for transport. Moore County loads all the glass into the truck. BevCon also picks up contracted loads of glass from bars and restaurants and drops off at our bunker until it can be loaded more efficiently and transported to a facility.

Data: In 2021 (Calendar Year) Moore County collected 443.3 Tons of Glass from the collection sites. This included over 110 hauls to the Moore County landfill with an average load of 4 Tons/load. In 2020 Moore County collected 545.06 Tons of glass after 118 trips to the landfill with an average of 4.6 Tons/Load

Quality of Glass: Glass collected from the staffed drop-off facilities are very clean and free from any other

debris. Glass collected and dropped off by BevCon comes from bars and they include some plastic or other material as well.

Project Description

Description of Equipment to be Purchased and put to use

Please see attachment A for an itemized list of bunker materials.

See section below for other miscellaneous items.

Description of how new equipment will improve glass management and recovery?

Bunker-The glass bunker project will enable Moore County to double the potential capacity of Moore County's glass program and enable Moore County to accept glass from other municipalities/counties and commercial entities. This project also enables Moore County to separate the glass based on levels of contamination to increase its market value and reduce the costs of recycling.

Moore County currently has a covered area to collect glass. It currently shares an area with white goods on the other side of the shelter. This project would allow glass disposal to take the entire area, but the ABC glass and drop-off center glass will be separated to ensure quality control.

Moore County will have to contract for some matters for this project—but Moore County can provide most of the labor for this project to keep costs as low as possible.

Foam Tires for Wheel Loader- We are dedicating wheel loader to this part of the collection program. Moore County is responsible for loading up the glass into the BevCon trucks and this is the only means that we are able to get the truck loaded. We believe it to be more economical and sustainable to retrofit an existing older piece of equipment for this project than to purchase a new piece of equipment for this purpose. The traditional wheels will need to be replaced with foam tires because traditional "air" tires is not as suitable for the type of material it is used for.

Gravel- This will make the area more accessible for trucks to enter the glass bunker area and the newly expanded area.

Roll Off Collection Bins and Stairs- We replaced a portion of our roll off glass boxes a few years ago, but additional boxes are necessary for 2 other collection sites (Carthage and Cameron).

Signages for Bunker and Roll Off Collection Bins- Our current vinyl signs on roll off containers are effective at reducing contamination at our drop off sites and we would want new containers to have consistent signage/instructions. The Bunker area would need to be appropriately identified and haulers will need to be able to distinguish which bay to pick up or

Anticipated tonnage and quality of glass collected with new equipment.

This will dramatically increase the quality of glass taken to Strategic Materials. Approximately 500 tons of glass that is collected at Moore County drop-off centers each calendar year will be free from contaminants and will not require additional processing. The bunker opens up the possibility for us to accept additional glass from other counties and allow us to capture new glass markets. The exact numbers are unknown but a reasonable estimation could result in an increase of 10%.

Destination of sorted-glass—What is the end market?

Our glass is taken to Strategic Materials in Wilson NC. It is made into more glass bottles and other materials.

List of public and private recycling programs that will benefit from the project?

Moore County, Pinehurst, Southern Pines, Aberdeen, Whispering Pines, Foxfire, Robbins, Carthage, Vass, Cameron, West End, Seven Lakes, Eagle Springs, Jackson Springs, and Woodlake. Pratt Industries receives our recycling material and they could benefit by receiving less glass in their comingled loads and thereby reducing contamination. Republic Industries sorts out our MSW and recycling and this would reduce the amount of broken glass on the tipping floor.

Description of how the organization will/does publicize glass recycling to the public?

We have a strong social media infrastructure in place with our #RecycleMoore Campaign. (this was heavily funded by DEACS last year). We engage the public through video projects, social media games, virtual town halls, and news paper advertising. We are constantly putting out good information about recycling and other material.

Project Timeline:

- July 2022- Order Roll Off containers and steps
- August 2022- Contract some services and start construction.
- September 2022- Continue "construction"
- October 2022- Order Signage and additional Gravel.
- November 2022- Fully operational.

Project Budget

Project Elements Estimated Cost

Bunker Expansion Project (see
attachment A)

\$26,772.00

Gravel \$1,500

Foam Tire- Wheel Loader \$3,200.00

Glass Container with added Steps

(2)

\$22,000.00

Signage (containers and bunker) \$1,000.00

Project Budget Total Project Cost State Grant

Award

Applicant Cash Match

Total \$54,472.00 \$ 43,577.60 \$10,894.40

Appendix A:

Appendix B:

GRANT CONTRACT NO. CW27939

Glass Equipment and Infrastructure Grant

Moore County

Revised 01/25/2022 Page 1 of 6

STATE OF NORTH CAROLINA GRANTEE'S FEDERAL

COUNTY OF WAKE IDENTIFICATION

NUMBER: **-***0322

North Carolina Department of Environmental Quality

Financial Assistance Agreement

This financial assistance agreement is hereby made and entered into this Date of Last Signature, by and between the

NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY (the "Department") and MOORE COUNTY (the "Grantee"1).

1. Audit and Other Reporting Requirements of the Local Government Commission. If subject to the audit and other reporting requirements of the Local Government Commission pursuant to Article 3 of Chapter 159 of the North Carolina

General Statutes (Local Government Budget and Fiscal Control Act), the Grantee understands and agrees that the terms,

conditions, restrictions and requirements hereinafter set forth shall only apply to the extent not inconsistent with, or superseded by, the audit and other reporting requirements of the Local Government Commission.

2. Contract Documents. The agreement between the parties consists of this document (the "Contract Cover") and its attachments, which are identified by name as follows:

- a. State's General Terms and Conditions (Attachment A)
- b. Department's Request for Proposal ("RFP") (Attachment B)
- c. Grantee's Response to RFP, including scope of work, line item budget, budget narrative and, if applicable, indirect cost documentation (hereinafter referred to generally as the "Award Proposal") (Attachment C)
- d. Notice of Certain Reporting and Audit Requirements (Attachment D)

Together, these documents (the "Contract Documents") constitute the entire agreement between the parties (the "Agreement"), superseding all prior oral or written statements or agreements. Modifications to this Contract Cover or to

any other Contract Document may only be made through written amendments processed by the Department's Financial

Services Division. Any such written amendment must be duly executed by an authorized representative of each party.

3. Precedence Among Contract Documents. In the event of a conflict or inconsistency between or among the Contract

Documents, the document with the highest relative precedence shall prevail. This Contract Cover shall have the highest precedence. The order of precedence thereafter shall be determined by the order of documents listed in § 2 above, with the first-listed document having the second-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.

4. Contract Period. This Agreement shall be effective from Date of Last Signature to April 30, 2023, inclusive of those dates.

5. Grantee's Duties. As a condition of the grant award, the Grantee agrees to:

a. Undertake and deliver the grant award project, plan or services as described in the Award Proposal (Attachment C), adhering to all budgetary provisions set out therein throughout the course of performance.

b. Ensure that all award funds are expended in a manner consistent with the purposes for which they were awarded, as described more fully in the attached Contract Documents.

1 The contract documents attached hereto may at times use alternative terms to describe the Grantee. Such terms might include, but are not necessarily limited to, the following (in common or proper form): "recipient," "applicant," or "participant."

GRANT CONTRACT NO. CW27939

Glass Equipment and Infrastructure Grant

Moore County

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c. Comply with the requirements of 09 NCAC 03M .0101, et seq. (Uniform Administration of State Awards of Financial

Assistance), including, but not limited to, those provisions relating to audit oversight, access to records, and availability

of audit work papers in the possession of any auditor of any recipient of State funding.

d. Comply with the applicable provisions of Attachment D, Notice of Certain Reporting and Audit Requirements.

e. Maintain all records related to this Agreement (i) for a period of six (6) years following the date on which this Agreement

expires or terminates, or (ii) until all audit exceptions have been resolved, whichever is longer.

f. Comply with all laws, ordinances, codes, rules, regulations, and licensing requirements applicable to its performance

hereunder and/or the conduct of its business generally, including those of Federal, State, and local agencies having jurisdiction and/or authority.

g. Obtain written approval from the Department's Contract Administrator (see § 14 below) prior to making any subaward

or subgrant not already described in the Award Proposal.

h. Ensure that the terms, conditions, restrictions and requirements of this Contract Cover, including those incorporated

by reference to other Contract Documents and/or applicable law, are made applicable to, and binding upon, any subgrantee who receives as a subaward or subgrant any portion of the award funds made available to the Grantee hereunder.

i. Take reasonable measures to ensure that any subgrantee (i) complies with the terms, conditions, restrictions and requirements set forth in this Contract Cover, including those incorporated by reference to other Contract Documents and/or applicable law, and (ii) provides such information in its possession as may be necessary for the Grantee to comply with such terms, conditions, restrictions and requirements.

6. Historically Underutilized Businesses. Historically Underutilized Businesses (HUBs) consist of minority, women and

disabled business firms that are at least fifty-one percent owned and operated by an individual(s) of the categories. Also

included in this category are disabled business enterprises and non-profit work centers for the blind and severely disabled.

Pursuant to G.S. 143B-1361(a), 143-48 and 143-128.4, the Department invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work

centers for the blind and severely disabled. This includes utilizing subcontractors to perform the required functions in this contract. Any questions concerning NC HUB certification, contact the North Carolina Office of Historically Underutilized Businesses at (919) 807-2330.

7. Department's Duties. The Department shall pay the Grantee in the manner and amounts specified below and in accordance with the approved budget set forth in the Award Proposal.

8. Total Award Amount. The total amount of award funds paid by the Department to the Grantee under this Agreement shall not exceed THIRTY-THREE THOUSAND FIVE HUNDRED DOLLARS (\$33,500) (the "Total Award Amount"). This amount consists of:

Funding:

Type of Funds Funding Source CFDA No.

Appropriations North Carolina General Assembly N/A

Account Coding Information:

Dollars GL Company GL Account GL Center

\$33,500 1602 536961 6760

Grantee Matching Information:

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☐ 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:

In-Kind \$

Cash \$

Cash and In-Kind \$

Other / Specify: \$

☒ c. The Grantee's matching requirement is \$20,972, which shall consist of:

In-Kind \$

X Cash \$20,972

Cash and In-Kind \$

Other / Specify: \$

☐ d. The Grantee is committing to an additional \$ to complete the project or services described in the Award Proposal.

Based on the figures above, the total contract amount is \$54,472.

9. Invoice and Payment. The award funds shall be disbursed to the Grantee in accordance with the following provisions:

a. The Department shall reimburse the Grantee for actual allowable expenditures, with the Department retaining a minimum of ten percent (10%) of the Total Award Amount until all grant-related activities are completed and all reports/deliverables are received and accepted by the Department. As used herein, "allowable expenditures" are expenditures associated with work conducted to meet performance obligations under this Agreement, provided such work is carried out in a manner consistent with the Award Proposal. The Department may withhold payment on invoices when performance goals and expectations have not been met or when the manner of performance is inconsistent with Attachment C.

10. Grantee's Fiscal Year. The Grantee represents that its fiscal year is from July 1 to June 30.

11. Availability of Funds. The Grantee understands and agrees that payment of the sums specified herein shall be subject
to, and contingent upon, the allocation and appropriation of funds to the Department for the purposes described in this

Agreement.

12. Reversion of Unexpended Funds. The Grantee understands and agrees that any unexpended grant funds shall revert to the Department upon termination of this Agreement.

13. Supplantation of Expenditure of Public Funds. The Grantee understands and agrees that funds received pursuant to this Agreement shall be used only to supplement, not to supplant, the total amount of Federal, State and local public funding that the Grantee would otherwise expend to carry out the project or services described in the Award Proposal.

14. Contract Administrators. Each party shall submit notices, questions and correspondence related to this Agreement to the other party's Contract Administrator. The contact information for each party's Contract Administrator is set out below. Either party may change its Contract Administrator and/or the associated contact information by giving timely written notice to the other party.

Grantee Contract Administrator Department's Contract Administrator
David Lambert, Solid Waste Director Matt James
Moore County NC DEQ, DEACS
1 Courthouse Square 1639 Mail Service Center
Carthage, NC 28327 Raleigh, NC 27699-1639
Telephone: 910-986-5005 Telephone: 919-707-8133
Fax: Fax:
Email: Dlamert1@moorecountync.gov Email: matt.james@ncdenr.gov

15. Assignment. The Grantee may not assign its obligations or its rights to receive payment hereunder.

16. Procurement. The Grantee understands and agrees that all procurement activities undertaken in connection with this Agreement shall be subject to the following provisions:

a. None of the work or services to be performed under this Agreement involving the specialized skill or expertise of the Grantee shall be contracted without prior written approval from the Department.

b. In the event the Grantee or any subrecipient of the Grantee contracts for any of the work to be performed hereunder, the Grantee shall not be relieved of any duties or responsibilities herein set forth.

c. The Grantee shall not contract with any vendor who is restricted from contracting with the State of North Carolina pursuant to N.C.G.S. §§ 143-133.3, 143-59.1, 143-59.2 or 147-86.60.

17. Subawards. The Grantee understands and agrees that any subaward or subgrant of any portion of the financial assistance provided hereunder shall not relieve the Grantee of any duties or responsibilities herein set forth.

18. Title VI and Other Nondiscrimination Requirements. Throughout the course of its performance hereunder, the Grantee shall comply with all applicable State and Federal laws, regulations, executive orders and policies relating to nondiscrimination, including, but not limited to:

Title VI of the Civil Rights Act of 1964, as amended;

Civil Rights Restoration Act of 1987, as amended;

Section 504 of the Rehabilitation Act of 1973, as amended;

Age Discrimination Act of 1975, as amended;

Titles II and III of the Americans with Disabilities Act of 1990, as amended;

Title IX of the Education Amendments of 1972, as amended;

Part III of Executive Order No. 11246 (September 24, 1965), as amended; and

Section 13 of the Federal Water Pollution Control Act Amendments of 1972.

In accordance with the above laws and their implementing regulations, the Grantee agrees to ensure that no person in the United States is, on the basis of race, color, national origin, sex, age or disability, excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity for which the Grantee receives Federal assistance. For purposes of this provision, "program or activity" shall have the meaning ascribed to that term under Federal law (see 42 U.S.C.S. § 2000d-4a).

The Grantee understands and acknowledges that, in addition to itself, any lower-tier recipient of the financial assistance provided hereunder must also comply with the requirements of this section. Accordingly, the Grantee agrees to include a similar provision in any financial assistance agreement made with any lower-tier recipient of such assistance.

19. E-Verify. To the extent applicable, the Grantee represents that it and each of its subgrantees, contractors and/or subcontractors performing work pursuant to, or in association with, this Agreement are in compliance with Article 2 of Chapter 64 of the North Carolina General Statutes, including, in particular, the requirement that certain employers verify the work authorization of newly hired employees using the Federal E-Verify system.

20. Termination by Mutual Consent. This Agreement may be terminated by mutual consent of the parties, provided the consent is documented in writing and duly executed by an authorized representative of each party.

21. Survival. Any provision contained in this or any other Contract Document that contemplates performance or observance subsequent to the termination or expiration of this Agreement shall survive the termination or expiration hereof and continue in full force and effect.

22. Signature Warranty. The undersigned represent and warrant that they are authorized to bind their principals to the terms and conditions of this Contract Cover and the Agreement generally, including those incorporated by reference to applicable law.

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IN WITNESS WHEREOF, each party has caused this Agreement to be executed by the duly authorized representative in duplicate originals, one of which is retained by each of the Parties.

MOORE COUNTY NORTH CAROLINA DEPARTMENT OF
ENVIRONMENTAL QUALITY

By By
Grantee's Signature Signature of Department Head or Authorized Agent

Tommy Kirby, Purchasing Director _____
Printed Name and Title Printed Name and Title

Financial Services Division, Purchasing and Contracts Section
Organization Division/Section

Date Signed Date Signed

ORIGINAL

General Terms and Conditions

Governmental Entities

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 services rendered to individuals for Medicare and Medicaid patient services.(8)"Financial Statement" means a report providing financial statistics relative to a given part of an organization's operations or status.(9)"Grant" means financial assistance provided by an agency, grantee, or 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 NCGS 143C-6-23(a)(2): a non-State entity that receives a grant of State funds

from a State agency, department, or institution but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission. For other purposes in this Contract, "Grantee" shall mean the entity identified as one of the parties hereto. 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 NCGS 143C-1-1(d)(18): 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 NCGS

159-7(10): 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, (ii) is not subject of the State Budget Act, and (iii) 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 NCGS 143C-6-23(a)(1), the terms "State grant

funds" and "State grants" do not include any payment made by the Medicaid program, the Teachers' and State Employees' Comprehensive Major Medical Plan, or other similar medical programs.(17)"Sub-grantee" has the meaning in NCGS

143C-6-23(a)(4): 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.

DEQ CONTRACT CW27939ATTACHMENT A

(18)"Unit of Local Government has the meaning in NCGS 159-7(b)(15): A municipal corporation that has the power to levy taxes, including a consolidated city- county as defined by NCGS 160B-2(1), and all boards, agencies, commissions, authorities, and institutions thereof that are not municipal corporations.

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 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 inures to 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.

Indemnity

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.

Insurance: During the term of the contract, the Grantee at its sole cost and expense provides commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the Grantee provides and maintains the following coverage and limits:

(a)Worker's Compensation: The Grantee provides and maintains Worker's Compensation insurance as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Grantee's employees who are engaged in any work under this contract. If any work is sublet, the Grantee requires the subgrantee to provide the same coverage for any of his employees engaged in any work under this contract.

(b)Commercial General Liability: General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)

(c)Automobile: Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles used in

performance of the contract. The minimum combined single limit is \$500,000.00 bodily injury and property damage; \$500,000.00 uninsured/under insured motorist; and \$25,000.00 medical payment.

Providing and maintaining adequate insurance coverage is a material obligation of the Grantee and is of the essence of this contract. The Grantee may meet its requirements of maintaining specified coverage and limits by demonstrating to the Agency that there is in force insurance with equivalent coverage and limits that will offer at least the same protection to the Agency. Grantee obtains insurance that meets all laws of the State of North Carolina. Grantee obtains coverage from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Grantee complies at

all times with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the Grantee do not limit the Grantee's liability and obligations under the contract.

Default and Termination

Termination by Mutual Consent: Either party may terminate this agreement upon sixty (60) 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, 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 total 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.

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 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 Environmental Quality 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 it 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 NCGS 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and internal auditors may audit the records of the contractor during the term of the contract to verify accounts and data affecting fees or performance). The Contractor shall retain all records for a period of six (6) 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 six (6) 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 six (6) 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 six (6) 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 six (6) 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 Grantee. As it relates to software development or study results, ownership rests with the Agency. In the event that clarification of ownership is required, the Agency Contract Administrator will make the determination.

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 NCGS 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.

Gratuities, 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, 1989; 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 NCGS § 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, Natural and Cultural Resources, Environmental Quality, 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)anticipate 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 NCGS 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."

Glass Equipment and Infrastructure Grant
REQUEST FOR PROPOSALS

N.C. Department of Environmental Quality

Division of Environmental Assistance and Customer Service

The purpose of this grant program is to assist local governments and private recycling businesses in procuring recycling equipment to efficiently sort and clean post-residential glass cullet. The Division of Environmental Assistance and Customer Service (DEACS) administers the Glass Equipment and Infrastructure Grant through the Solid Waste Management Outreach Program.

With the release of this Request for Proposals (RFP), DEACS is seeking proposals for the funding of recycling infrastructure within the state. Applicants should carefully read this entire RFP prior to submitting a proposal. Please address any questions to Matt James at 919-707-8133 or matt.james@ncdenr.gov.

Glass Equipment and Infrastructure Grant Program Description:

DEACS is soliciting applications for organizations seeking to purchase glass recycling equipment at single stream material recovery facilities (MRFs) or equipment for community drop-off glass collection. The purpose of this grant funding is to produce higher quality recycled glass cullet and to increase the amount of glass bottles and jars recycled in the state of North Carolina.

Grant funds will help purchase MRF equipment that is shown to reduce the amount of non-glass residue and contaminants in the recycled glass stream. Grant funds will also help purchase roll-off containers or infrastructure for community glass collection programs that do not have access to a MRF recycling glass in their region. It is anticipated that better quality glass cullet will yield higher economic and environmental benefits for the applicant and the residents of North Carolina.

The following stipulations apply for any project to be eligible for funding:

- Recovered glass cullet must be used in the creation of recycled products—bottles, fiberglass, etc.
- Applicants for drop-off collection equipment must demonstrate why separated collection for glass is necessary.
- The applicant must include glass as an accepted material in their program. If a MRF applicant does not already include glass as an accepted material, they must demonstrate how they will update their customers.
- The applicant(s) must have communicated with a member of DEACS staff to discuss project parameters prior to submitting a grant proposal.

Deadline for Proposals: January 31, 2022

Available Funding: DEACS plans to offer grants through the Glass Equipment and Infrastructure Grant program until January 31, 2022, or until funding is depleted. Grant contracts will only be initiated once all application requirements are met, and the project is approved by DEACS staff. Applications will be scored based on the criteria on page 4.

DEQ CONTRACT CW27939ATTACHMENT B

Grant Award Amounts: Applicants for the Glass Equipment and Infrastructure Grant are eligible for up to \$80,000 in state funding. Upon consideration of the proposals received, DEACS reserves the right to award grant amounts that are lower than the amount requested by an applicant. Contract execution and disbursement of grant funds are contingent upon the availability of funds to DEACS for this purpose. Grant funding will be paid through reimbursements of the grantee's expenditures.

Cash Match Requirement: Grant winners must provide a cash match equivalent to 20 percent of the requested grant funding. For example, a grantee under this program receiving \$80,000 from DEACS must spend a match of \$16,000 on the project. If the total cost exceeds the budgeted match, the applicant is responsible for covering the additional cost.

Allowable Grant Projects:

All projects must be used to enhance glass recycling in North Carolina. Examples for uses of funding:

- Glass sortation and cleaning equipment
- Equipment for drop-off glass collection such as a roll-off container or a glass bunker for consolidation
- Site development costs such as glass equipment installation or building upgrades to accommodate the new equipment

Unallowable Uses of Grant Funds:

- Employee salaries
- Studies or work by consultants
- Administrative expenses or overhead costs
- Contracted collection, hauling, or processing costs
- Land acquisition costs
- Recycling equipment for non-glass materials

Eligible Entities:

- MRFs that sort and market traditional household recyclables are eligible to apply for funding.

MRFs may be owned by a local government or a private recycling business:

Local government – A local government is defined as a county, municipality, council of governments, or solid waste authority in North Carolina. The local government must be applying on behalf of a MRF.

Private recycling business – A recycling business is defined as a business or a nonprofit organization that accepts, collects, and/or recycles materials from outside sources to create a value-added feedstock for intermediary processing or end-use recycled product manufacturing.

- Local governments that operate drop-off centers for recycling collection. These applicants can apply for equipment to collect separated glass, but they must demonstrate why recycling glass

through a MRF is not an option in their community.

Contract Period:

The contract period for this grant is one year. The applicant must expend funds and submit a final report within the contract period unless the time is extended by written agreement between the applicant and the N.C. Department of Environmental Quality. Requests for no-cost time extensions must be submitted to the DEACS staff contact at least 60 days prior to the contract expiration date. Funds not expended by the end of year one will be forfeited.

How to Submit Proposals:

One electronic copy of the proposal must be submitted. Receipt of all acceptable proposals will be acknowledged by e-mail. Submit electronic documents to matt.james@ncdenr.gov. Please submit electronic versions as Microsoft Word (preferred) or Adobe (PDF) attachments.

Required Proposal Format:

The following list describes what applicants must include in their proposal for their application to be considered complete. Proposals that fail to provide all the required information will be deemed inadequate and not considered for funding:

- Project Title

- Applicant Contact Information to include the following:

Name and title of main contact

Organization

Address

Phone number

E-mail address

- Date of Proposal Submittal: this must be the date of submission of proposal to DEACS

- Operations Description:

Overall description of MRF operations (if applicable)

Description of how glass is currently managed

Tonnage of glass currently collected

Quality of glass currently collected

- Project Description:

Description of new equipment to be purchased and put into use

Description of how new equipment will improve glass management and recovery

Anticipated tonnage and quality of glass collected with new equipment

Destination of sorted glass – what is the end market?

List of public and private recycling programs that will benefit from the project

Description of how the organization will/does publicize glass recycling to the public

- Project Timeline: Bulleted list showing project milestones and general implementation dates (note: project must be complete in one year).

- Project Budget: to include the following:
Itemized intended expenditures

Funds requested from the state

Matching funds from the applicant

Matching funds from other sources

Quote(s) for budgeted items

Grant Selection Process:

The selection committee made up of DEACS staff will use the pre-established criteria below to evaluate proposals and make award decisions. Applicants are encouraged to consider the award criteria as they develop their grant proposals.

1. Operational Planning & Experience (0-25 points): Does the proposal indicate sufficient operational planning to ensure the success of the proposed project? Does the applying organization demonstrate sufficient experience to ensure they can execute the project? How well does the applicant plan their glass management system? Does the proposal address all elements of the application?
2. Market & Infrastructure Need (0-25 points): How well does the proposal address the recycling and market needs of a specified region?
3. Impact on Glass Stream (0-25 points): Will the glass stream have more volume and/or better quality? Will the project produce more recycled glass? Please quantify existing glass recovery compared with the expected glass recovered from the project, including any reduction in fines and non-glass residue.
4. Cost-effectiveness (0-25 points): Does the proposed project show substantial improvements to the glass sortation system for a reasonable cost? Will the new equipment improve processing costs over time?

If Your Proposal is Selected for Funding:

Applicants selected for funding will be notified by a DEACS staff member. The applicant must accept or decline the offer of grant funding. The following will occur once the offer is accepted:

- DEACS will conduct a compliance review with the Division of Waste Management (this may occur before offer is accepted).
- Where appropriate and as needed, the applicant must work with DEACS staff to develop a final proposal. Any changes to initial proposals must be approved by DEACS and the applicant.
- Successful applicants will be required to provide their federal tax ID number.
- Successful applicants will be required to register with the state's e-procurement system using the same address provided in the applicant's proposal. To register in the state's e-procurement system please visit the following link: <http://eprocurement.nc.gov/>. Please note that any differences in the address used for the grant contract and e-procurement registration may result

in a delay of grant disbursements.

- DEACS will submit a request through the DEQ contract processing system for a grant contract.

- Private recycling businesses will be required to provide their federal DUNS Number (<http://fedgov.dnb.com/webform>)
- Successful applications will be required to submit a Conflict of Interest Policy using the following template or providing a copy of your organization's existing policy:
<https://deq.nc.gov/conservation/recycling/programs-offered/grants-local-governments#Forms>
- Private recycling businesses must provide the following:
 - o No Overdue Taxes Certification with notarized signature
 - o Non-Debarment form
 Templates for these documents are available at: <https://deq.nc.gov/conservation/recycling-business-assistance/financing/grants/forms>

NOTE: Successful applicants that make purchases before a grant contract is signed by both DEQ and the grant recipient will not be reimbursed.

Other general terms and conditions:

Terms and conditions will be outlined in the grant contract.

- All applicants selected for funding will undergo a compliance review to ensure that they do not have any outstanding notices of violation related to North Carolina solid waste statutes and rules. Outstanding Notice of Violations (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.
- Companies on the N.C. Office of State Budget and Management's Suspension of Funding List due to failure to complete applicable financial reports for any previous North Carolina state agency grant are ineligible to compete unless removed from the list prior to the proposal deadline. If selected for grant funding, business will be required to certify that they are not debarred from doing business with any Federal or State department or agency.
- Applicants are responsible for contacting the appropriate state and local regulatory agencies to obtain information about permitting requirements for the proposed grant project. All permitting requirements must be satisfied prior to receiving any grant funding. For information pertaining to the permitting of new solid waste facilities or altering existing permits, contact DEACS at 919-707-8133.
- As a condition of grant award, DEACS may work with applicants to revise initially submitted proposals before entering into a contract. Changes to proposals may include adjustments to project scope, project budget, project timeline, and/or other elements of the proposal. Any changes to initial proposals must be approved by DEACS and the applicant and the resultant Glass Equipment and Infrastructure Grant proposal will become an attachment to the grant contract.

- Site Visits – DEACS staff will perform at least one site visit to verify grant-related purchases after reimbursement is requested. Due to COVID safety protocols, DEACS staff may need to forgo a site visit, and the grantee will provide photographs of the installed machinery.
- Reimbursement – All funds for DEACS grants are distributed on a reimbursement basis. Requests for reimbursement must include proof that funds were spent for the budgeted items and include an original receipt marked paid for the purchased equipment or work completed under the grant project. Vendor contact information must also be provided. Approval of reimbursement requests are subject to independent DEQ verification of purchases with the vendors of the equipment or item. Purchases made before a grant contract is signed by both DEQ and the grant recipient will NOT be reimbursed.
- Final Report – When the grant project is complete, grantees must submit a final report to the DEACS grant manager. The report should show the change in glass quality before and after the equipment installation.
- Final 10% of Grant Funds – The final 10% of grant funds will be held until an approved final report has been received by DEACS. The report must be received and approved prior to the end date of the contract. All final requests for reimbursement must be received within 30 days of the contract end-date or all remaining grant funds will be forfeited.
- Extensions – No-cost time extensions are possible, but not guaranteed for grant contracts. Grantees seeking no-cost time extensions must request an extension 60 days prior to the contract end date; extension requests received less than 60 days prior to the end date may be denied. The request for extension must indicate 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 a new budget. Extensions request templates are available through the assigned DEACS grant project manager.

Moore County Glass Expansion Project

Applicant Contact

Information:

Date of Proposal

Submission:

Moore County Solid Waste

David Lambert, Solid Waste Director

1 Courthouse Square

PO Box 905

Carthage, NC 28327

910-986-5005

Dlambert1@moorecountync.gov

1/11/2022

Certifications:

We certify that Moore County Solid Waste Department is adhering to the Solid Waste Deposal Tax proceeds in accordance to N.C.G.S. 105-187.63 and that such funds are solely used for solid waste management programs and services. We further certify that Moore County has a public building recycling program that prioritizes cans, bottles, and paper at key government buildings. Additionally, Moore County certifies that mercury products are recycled through our household hazardous waste program.

Operations Description

MRF Information: Moore County currently takes all non-glass recycling material to Pratt Industries in Fayetteville. They do not accept glass at their facility and it is considered contamination. Moore County's glass all goes to Strategic Materials in Wilson N.C.

Summary of Current Operations: Moore County collects separated glass at each of its seven collection sites in "glass only" roll off containers. Every municipality, except Southern Pines, has excluded glass from their curbside pick-up programs. Southern Pines does accept it in comingled recycling but we still encourage it to be separated and brought to our facilities because sorting broken glass can be problematic (and costly). Moore County's fleet brings all containers to the Moore County landfill at 456 Turning Leaf Way in Aberdeen. Glass is dumped into the "glass bunker." Bev Con, a subsidiary of Strategic Materials, comes to pick up the glass for transport. Moore County loads all the glass into the truck. BevCon also picks up contracted loads of glass from bars and restaurants and drops off at our bunker until it can be loaded more efficiently and transported to a facility.

Data: In 2021 (Calendar Year) Moore County collected 443.3 Tons of Glass from the collection sites. This included over 110 hauls to the Moore County landfill with an average load of 4 Tons/load. In 2020 Moore

County collected 545.06 Tons of glass after 118 trips to the landfill with an average of 4.6 Tons/Load

Quality of Glass: Glass collected from the staffed drop-off facilities are very clean and free from any other debris. Glass collected and dropped off by BevCon comes from bars and they include some plastic or other material as well.

DEQ CONTRACT CW27939ATTACHMENT C

Project Description

Description of Equipment to be Purchased and put to use

Please see attachment A for an itemized list of bunker materials.

See section below for other miscellaneous items.

Description of how new equipment will improve glass management and recovery?

Bunker-The glass bunker project will enable Moore County to double the potential capacity of Moore County's glass program and enable Moore County to accept glass from other municipalities/counties and commercial entities. This project also enables Moore County to separate the glass based on levels of contamination to increase its market value and reduce the costs of recycling.

Moore County currently has a covered area to collect glass. It currently shares an area with white goods on the other side of the shelter. This project would allow glass disposal to take the entire area, but the ABC glass and drop-off center glass will be separated to ensure quality control.

Moore County will have to contract for some matters for this project—but Moore County can provide most of the labor for this project to keep costs as low as possible.

Foam Tires for Wheel Loader- We are dedicating wheel loader to this part of the collection program. Moore County is responsible for loading up the glass into the BevCon trucks and this is the only means that we are able to get the truck loaded. We believe it to be more economical and sustainable to retrofit an existing older piece of equipment for this project than to purchase a new piece of equipment for this purpose. The traditional wheels will need to be replaced with foam tires because traditional "air" tires is not as suitable for the type of material it is used for.

Gravel- This will make the area more accessible for trucks to enter the glass bunker area and the newly expanded area.

Roll Off Collection Bins and Stairs- We replaced a portion of our roll off glass boxes a few years ago, but additional boxes are necessary for 2 other collection sites (Carthage and Cameron).

Signages for Bunker and Roll Off Collection Bins- Our current vinyl signs on roll off containers are effective at reducing contamination at our drop off sites and we would want new containers to have consistent signage/instructions. The Bunker area would need to be appropriately identified and haulers will need to be able to distinguish which bay to pick up or

Anticipated tonnage and quality of glass collected with new equipment.

This will dramatically increase the quality of glass taken to Strategic Materials. Approximately 500 tons of glass that is collected at Moore County drop-off centers each calendar year will be free from contaminants and will not require additional processing. The bunker opens up the possibility for us to accept additional glass from other counties and allow us to capture new glass markets. The exact numbers are unknown but a reasonable estimation could result in an increase of 10%.

Destination of sorted-glass—What is the end market?

Our glass is taken to Strategic Materials in Wilson NC. It is made into more glass bottles and other materials.

List of public and private recycling programs that will benefit from the project?

Moore County, Pinehurst, Southern Pines, Aberdeen, Whispering Pines, Foxfire, Robbins, Carthage, Vass, Cameron, West End, Seven Lakes, Eagle Springs, Jackson Springs, and Woodlake. Pratt Industries receives our recycling material and they could benefit by receiving less glass in their comingled loads and thereby reducing contamination. Republic Industries sorts out our MSW and recycling and this would reduce the amount of broken glass on the tipping floor.

Description of how the organization will/does publicize glass recycling to the public?

We have a strong social media infrastructure in place with our #RecycleMoore Campaign. (this was heavily funded by DEACS last year). We engage the public through video projects, social media games, virtual town halls, and news paper advertising. We are constantly putting out good information about recycling and other material.

Project Timeline:

- July 2022- Order Roll Off containers and steps
- August 2022- Contract some services and start construction.
- September 2022- Continue "construction"
- October 2022- Order Signage and additional Gravel.
- November 2022- Fully operational.

Project Budget

Project Elements Estimated Cost

Bunker Expansion Project (see attachment A)

\$26,772.00

Gravel \$1,500

Foam Tire- Wheel Loader \$3,200.00

Glass Container with added Steps
(2)

\$22,000.00

Signage (containers and bunker) \$1,000.00

Project Budget Total Project Cost State Grant

Award

Applicant Cash Match*

Total \$54,472.00 \$ 33,500 \$20,972

*\$12,000 funded by Glass Recycling Foundation

Appendix B:

Notice of Certain Reporting and Audit Requirements

A recipient or subrecipient shall comply with the all rules and reporting requirements established by statute or administrative rules found in 09 NCAC Subchapter 3M. For convenience, the requirements of 09 NCAC Subchapter 3M.0205 are set forth in this Attachment.

Reporting Thresholds.

There are three reporting thresholds established for recipients and subrecipients receiving State awards of financial assistance. The reporting thresholds are:

(1) Less than \$25,000 – A recipient or subrecipient that receives, hold, uses, or expends State financial assistance in an amount less than twenty-five thousand dollars (\$25,000) within its fiscal year must comply with the reporting requirements established by this Subchapter including:

(A) A certification that State financial assistance received or held was used for the purposes for which it was awarded; and

(B) An accounting of all State financial assistance received, held, used, or expended.

(2) \$25,000 up to \$500,000 - A recipient or subrecipient that receives, holds uses, or expends State financial assistance in an amount of at least twenty-five thousand (\$25,000) but less than five hundred thousand dollars (\$500,000) within its fiscal year must comply with the reporting requirements established by this Subchapter including:

(A) A certification that State financial assistance received or held was used for the purposes for which it was awarded; and

(B) An accounting of all State financial assistance received, held, used, or expended.

(C) A description of activities and accomplishments undertaken by the recipient, including reporting on any performance measures established in the contract.

(3) Greater than \$500,000 – A recipient or subrecipient that receives, holds, uses, or expends State financial assistance in the amount equal to or greater than five hundred thousand dollars (\$500,000) within its fiscal year must comply with the reporting requirements established by this Subchapter including:

(A) A certification that State financial assistance received or held was used for the purposes for which it was awarded; and

(B) An accounting of all State financial assistance received, held, used, or expended.

(C) A description of activities and accomplishments undertaken by the recipient, including reporting on any performance measures established in the contract.

(D) A single or program-specific audit prepared and completed in accordance with Generally Accepted Government Auditing Standards, also known as the Yellow Book.

Other Provisions:

1. All reports shall be filed with the disbursing agency in the format and method specified by the agency no later than three (3) months after the end of the recipient's fiscal year, unless the same information is already required through more frequent reporting. Audits must be provided to the funding agency no later than nine (9) months after the end of the recipient's fiscal year.

2. Unless prohibited by law, the costs of audits made in accordance with the provisions of 09 NCAC 03M .0205 shall be allowable charges to State and Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined in the Code of Federal Regulations, 2CFR Part 200. The cost of any audit not conducted in accordance with this Subchapter shall not be charged to State awards.

3. Notwithstanding the provisions of 09 NCAC 03M .0205, a recipient may satisfy the reporting requirements of Part (3)(D) of this Rule by submitting a copy of the report required under the federal law with respect to the same funds.

4. Agency-established reporting requirements to meet the standards set forth in this Subchapter shall be specified in each recipient's contract.

DEQ CONTRACT CW27939 ATTACHMENT D

Agenda Item:

Meeting Date: June 7, 2022

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Caroline L. Xiong, Finance Director

DATE: May 31, 2022

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

PRESENTER: Caroline L. Xiong, Finance Director

REQUEST:

Receive as information the Sandhills Center for Mental Health/Developmental Disabilities and Substance Abuse Services Quarterly Fiscal Report for the period ending March 31, 2022.

BACKGROUND:

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

IMPLEMENTATION PLAN:

Receive as information the Sandhills Center for Mental Health/Developmental Disabilities and Substance Abuse Services Quarterly Fiscal Report for the period ending March 31, 2022.

FINANCIAL IMPACT STATEMENT:

None.

RECOMMENDATION SUMMARY:

Receive as information the Sandhills Center for Mental Health/Developmental Disabilities and Substance Abuse Services Quarterly Fiscal Report for the period ending March 31, 2022.

SUPPORTING ATTACHMENTS:

Quarterly Fiscal Report for the period ending March 31, 2022 – Sandhills Center for MH/DD/SAS

Agenda Item:

Meeting Date: 6/7/22

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Randy Gould, Public Works Director

DATE: May 24, 2022

SUBJECT: Call to Public Hearing for the System Development Fee Analysis for
Moore County Public Utilities

PRESENTER: Randy Gould, PE

REQUEST:

This is a request for a Public Hearing to be conducted on June 21, 2022, to review comments received from the public on the System Development Fee Analysis.

BACKGROUND:

The purpose of the hearing will be to review comments made from the public on the System Development Fee (SDF) Analysis. In accordance with Chapter 162A of the General Statutes, the System Development Fee Analysis that the Moore County Public Works Department is considering for their water and sewer systems was properly advertised with a 45-day comment period, which expired on April 2, 2022.

IMPLEMENTATION PLAN:

Conduct a Public Hearing on Tuesday, June 21, 2022, at 5:30 pm.

FINANCIAL IMPACT STATEMENT:

The proposed System Development Fee will be a part of the fee schedule submitted with the FY 23 budget for approval by the County Commissioners. The System Development Fee is a component of the connection fee in the fee schedule.

RECOMMENDATION SUMMARY:

Make a motion to conduct a Public Hearing to consider the public comments made for the System Development Fee for Moore County Public Utilities.

SUPPORTING ATTACHMENTS:

N/A

Call To – NC 211 Highway – General Use Rezoning – Staff Report

Agenda Item: ____ Meeting Date: June 7, 2022

MEMORANDUM TO THE BOARD OF COMMISSIONERS FROM: Debra Ensminger Planning and Inspections Director

DATE: May 9, 2022 SUBJECT: General Use Rezoning Request: Highway Business (B-2) to Rural Agricultural (RA) – NC 211 Highway

PRESENTER: Debra Ensminger REQUEST

Pete Mace is requesting a General Use Rezoning from Highway Commercial (B-2) to Rural

Agricultural (RA) of one parcel of approximately 5.74 acres located on NC 211 Highway, owned by Peter C. Mace and Joanne G. Mace, per Deed Book 5706 Page 540 and further described as ParID 00020759 in Moore County Tax Records.

Public notification consisted of publishing a legal notice in the local newspaper for two consecutive weeks, notification by mail to adjacent property owners, and placing public hearing signs on the property. BACKGROUND

The subject property currently has a single-family residence located on it. The property is located within the Urban Transition portion of the Highway Corridor Overlay District. Adjacent properties include single family dwellings and undeveloped timberland. In 2020 this property was rezoned from Residential Agricultural – 20 (RA-20) to Highway Commercial (B-2).

The parcel is within a half-mile of a Voluntary Agricultural District. The parcel is within the Nicks Creek (CPF) WS-IIIP watershed (Average of two dwelling units/ 1 acre per project OR 20,000 square foot lot).

IMPLEMENTATION PLAN

Call for a Public Hearing on June 21, 2022, at 5:30 p.m. FINANCIAL IMPACT STATEMENT No financial impact to the County's FY 2021-2022 budget.

PLANNING BOARD RECOMMENDATION

The Planning Board met on May 5, 2022, and recommended approval of the rezoning request (4-0).

Call To – NC 211 Highway – General Use Rezoning – Staff Report

RECOMMENDATION SUMMARY

Make a motion to call for a Public Hearing on June 21, 2022, at 5:30 p.m. for a General Use Rezoning from Highway Commercial (B-2) to Rural Agricultural (RA) of one parcel of approximately 5.74 acres located on NC 211 Highway, owned by Peter C. Mace and Joanne G. Mace, per Deed Book 5706 Page 540 and further described as ParID 00020759 in Moore County Tax Records.

SUPPORTING ATTACHMENTS

- Land Use Map
- Rezoning Map
- Municipal Zoning Map

NC 211

HOFFMANSPEIGHT

CROSSOVER

NC 211

Land Use Map

Shaded area requested to be rezoned to RA

Single Family

Mini-Storage

Undeveloped

Single Family

Solar Farm

NC 211

Zoning Map

Foxfire

PUD-H

RA-2

RA-40

B-2

RA

RA-5

Shaded area requested to be rezoned to RA

NC 211

Municipal Zoning Map

Foxfire: RA

Shaded area requested to be rezoned to RA

Agenda Item:

Meeting Date: June 7, 2022

MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Moore County Health Department

DATE: May 27, 2022

SUBJECT: FY 22 Health Department Budget Amendment

REQUEST: That the Moore County Board of Commissioners approve the Moore County Health Department's request to accept funding in the amount of \$177,925 as per the FY22 Activity 546 Agreement Addendum and to grant Interim Health Director, Matthew Garner, signatory authority for the agreement.

BACKGROUND: The federal American Rescue Plan Act (ARPA) enacted on March 11, 2021, provides relief to address the continued impact of COVID-19 on the economy, public health, state and local governments, individuals, and businesses.

A component of ARPA is the State and Local Fiscal Recovery Funds which provides state, local, and Tribal government with the resources needed to respond to the pandemic and its economic effects and to build a stronger, more equitable economy during the recovery. With this, the COVID-19 pandemic has highlighted the need for additional funding of communicable disease programs at the local level to ensure that all communicable disease activities are able to be completed.

The Activity 546 General Communicable Disease Pandemic Recovery grant provides funds for local health departments to expand communicable disease surveillance, detection, control, and prevention activities to address COVID-19 and other communicable disease-related challenges impacted by the COVID-19 pandemic. This project is intended to assist local health departments to return to, and in some instances exceed, pre-pandemic service delivery for other communicable diseases.

To ensure the community's health and to achieve equitable health outcomes, the Local Health Department (LHD) will expand essential public health services to control communicable diseases in their community. Services provided will include communicable disease surveillance, investigation, detection, control, reporting, and prevention activities at the local level to address the COVID-19.

Since the beginning of the Coronavirus disease (COVID-19) pandemic, local health departments have served as a primary response agency for the communities within their jurisdiction. The scope and magnitude of the COVID-19 response required an "all hands-on deck" approach that redirected staff from much of their normal day-to-day responsibilities. This created a disproportionate focus on COVID-19 cases at the expense of other communicable diseases. As a result, the ability to perform routine activities (e.g., case investigation/management, patient education, etc.) for these other diseases has been suboptimal compared to pre-pandemic efforts. This project is intended to assist local health departments to return to, and in some instances exceed, pre-pandemic service delivery

for other communicable diseases.

FINANCIAL IMPACT: No local funds are required.

IMPLEMENTATION PLAN: Upon approval by the Moore County Board of Commissioners, the Health Director and Health Department's Accounting Specialist I in conjunction with County Finance will take the necessary steps to amend the FY 22 Health Department Budget.

RECOMMENDATION SUMMARY: That the Moore County Board of Commissioners approve the Moore County Health Department's request to accept funding in the amount of \$177,925 as per the FY 22 Activity 546 Agreement Addendum and to grant Interim Health Director, Matthew Garner, signatory authority for the agreement.

ATTACHMENTS: FY 22 Activity 546 Agreement Addendum

Division of Public Health

Agreement Addendum

FY 21-22

Page 1 of 7

Health Director Signature (use blue ink or verifiable digital signature) Date

LHD to complete:

[For DPH to contact in case follow-up information is needed.]

LHD program contact name:

Phone and email address:

Signature on this page signifies you have read and accepted all pages of this document. Template rev. August 2021

Moore County Health Department Epidemiology / Communicable Disease Branch

Local Health Department Legal Name DPH Section / Branch Name

546 Communicable Disease Pandemic Recovery

Vanessa Gailor 919-546-1658

vanessa.gailor@dhhs.nc.gov

Activity Number and Description DPH Program Contact

(Name, phone number, and email)

07/01/2021 – 05/31/2022 Service Period DPH Program Signature Date

(Only required for a negotiable Agreement Addendum) 08/01/2021 – 06/30/2022

Payment Period

Original Agreement Addendum

Agreement Addendum Revision #

I. Background: The federal American Rescue Plan Act (ARPA) enacted on March 11, 2021, provides relief to address the continued impact of COVID-19 on the economy, public health, state and local governments, individuals, and businesses. A component of ARPA is the State and Local Fiscal Recovery Funds which provides state, local, and Tribal government with the resources needed to respond to the pandemic and its economic effects and to build a stronger, more equitable economy during the recovery. With this, the COVID-19 pandemic has highlighted the need for additional funding of communicable disease programs at the local level to ensure that all communicable disease activities are able to be completed.

Funding provided in the American Rescue Plan Act of 2021 is delineated in Senate Bill 105 for 2021-2023, as outlined below:

Of the funds appropriated in this act from the State Fiscal Recovery Fund to the Department of Health and Human Services, Division of Public Health, the sum of thirty-six million dollars (\$36,000,000) in nonrecurring funds for the 2021-2022 fiscal year shall be allocated to local health departments to expand communicable disease surveillance, detection, control, and prevention activities to address the COVID-19 public health emergency and other communicable disease challenges impacted by the COVID-19 public health emergency. The Division of Public Health shall expend up to eighteen million dollars (\$18,000,000) of these allocated funds during the 2021-2022 fiscal year and any remaining funds during the 2022-2023 fiscal year. In the distribution of these funds to local health departments under this section, for each year of the 2021-2023 fiscal biennium, the Division of Public Health shall divide nine million dollars

(\$9,000,000) equally among the local health departments based on the number of counties served by each local health department. The Division of Public Health shall distribute the remaining nine million dollars (\$9,000,000) to local health departments based upon the percentage of the State population served by each of the local health departments. The Division shall begin distributing the funds allocated under this section no later than 60 days after this act becomes law. In utilizing these funds, local health departments shall comply with applicable federal rules and guidance governing the State Fiscal Recovery Fund (SFRF).

II. Purpose: The primary mission of the North Carolina Communicable Disease Branch (CDB) is to reduce morbidity and mortality resulting from communicable diseases that are a significant threat to the public, through detection, tracking, investigation, control, education, and care activities to improve the health of people in North Carolina. Under the overarching goal of providing the best level of care possible to North Carolinians, the Communicable Disease Branch works with Local Health Departments to control the spread of communicable diseases in the community, detect cases of communicable disease and monitor for the occurrence of new cases.

Since the beginning of the Coronavirus disease (COVID-19) pandemic, local health departments have served as a primary response agency for the communities within their jurisdiction. The scope and magnitude of the COVID-19 response required an “all hands-on deck” approach that redirected staff from much of their normal day-to-day responsibilities. This created a disproportionate focus on COVID-19 cases at the expense of other communicable diseases. As a result, the ability to perform routine activities (e.g., case investigation/management, patient education, etc.) for these other diseases has been suboptimal compared to pre-pandemic efforts. This project is intended to assist local health departments to return to, and in some instances exceed, pre-pandemic service delivery for other communicable diseases.

In accordance with the memorandum of understanding between the North Carolina Pandemic Recovery Office (NCPRO) and the Department of Health and Human Services, the SLFRF federal award to North Carolina provides financial assistance for the state to do the following:

- To provide government services to the extent of the reduction in revenue due to the COVID–19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency.

Within the applicable category described above, the 2021 Appropriations Act allocated funds to administer the following project with a total appropriation of \$36,000,000.00:

Provides funds for local health departments to expand communicable disease surveillance, detection, control, and prevention activities to address COVID-19 and other communicable disease-related challenges impacted by the COVID-19 pandemic.

Note: All funds will be made available through AA 546 Communicable Disease Pandemic Recovery to support obligations and expenditures through December 31, 2024. Unspent funds will carry forward until the federal grant period end date.

III. Scope of Work and Deliverables: To ensure the community’s health and to achieve equitable health outcomes, the Local Health

Department (LHD) will expand essential public health services to control communicable diseases in their community. Services provided will include communicable disease surveillance, investigation, detection, control, reporting, and prevention activities at the local level to address the COVID-19

public health emergency and other communicable disease challenges impacted by the COVID-19 pandemic.

To ensure the effective delivery of these services, recommended LHD activities include:

1. Enhancing workforce capacity by hiring temporary staff with knowledge in communicable disease, public health, public health nursing, or other applicable fields in order increase the number of full-time equivalent employees.
 - a. The LHD will maintain a minimum of two public health nurses with communicable disease program responsibilities who have completed the Introduction to Communicable Disease Surveillance and Investigation in North Carolina course or successfully completed the challenge exam and received an orientation to communicable disease investigation and reporting by a Regional Communicable Disease Nurse Consultant.
2. Providing staff training opportunities including, but not limited to, training staff on applicable systems and databases (NC EDSS, NC COVID) to improve LHD capacities to effectively conduct surveillance, investigation, detection, control, and prevention of communicable diseases.
 - a. Within one year of employment, every public health nurse with responsibility for communicable disease surveillance and investigation will complete the Introduction to Communicable Disease Surveillance and Investigation in North Carolina course offered by the Technical Assistance and Training Program (TATP) of the CDB.
 - b. Public health nurses assigned to communicable disease investigation in a primary or backup role will be oriented to the role of Communicable Disease Nurse by a Regional TATP Nurse Consultant utilizing the current Communicable Disease Orientation checklist. LHDs will schedule an orientation with the Regional TATP Nurse Consultant within three months of assignment of a new primary or backup Communicable Disease Nurse.
 - c. Public health nurses assigned to the primary role of communicable disease are encouraged to incorporate additional training relevant to communicable disease into their continuing education plans.
3. Advancing data infrastructure by purchasing software and equipment that enhance or expand data management and infrastructure, including systems designed for flexible data collection, reporting, and analysis.
4. Supporting community partners by offering appropriate meetings, webinars, and educational opportunities.
5. Engaging community partners by referring clients to relevant and applicable resources.
6. Engaging community partners by developing and disseminating educational resources.
7. Other operational activities in addition to those listed above, including the expenses incurred in conduct or support of those activities.

IV. Performance Measures / Reporting Requirements:

1. Performance Measure #1: The LHD shall complete both monthly financial reporting and quarterly performance reporting, as outlined below, via Smartsheet:

Financial Requirements: Monthly financial reporting will be completed via Smartsheet and will detail the progress of this AA's required activities, including project expenditure data, as well as information regarding contracts, grants, and subawards, as appropriate.

Beginning May 22nd, 2022, such reports will be due on the 22nd of the subsequent month of the reporting month.

Performance Requirements: Quarterly performance reporting will be completed via Smartsheet and provide status updates on key performance indicators, outputs, and evidence-based interventions and outcomes. Due to the late execution of this AA, quarterly performance will only be required for the last quarter of the current state fiscal year (April 1st-June 30th). This report will be due on the 22nd of July. Moving forward, all performance reporting will be required quarterly.

Reporting Requirements: The reporting above shall be provided by the LHD to DPH via the Smartsheet dashboard, which can be accessed at <https://app.smartsheet.com/b/publish?EQBCT=8716e48245fe46559be725a9d628d031>.

2. Performance Measure #2: The LHD will run the General Communicable Disease Control and Vaccine-Preventable Disease reports for the designated timeframes below and report to DPH:

1. Pre-pandemic (July 1, 2019 – February 29, 2020)
2. During pandemic pre-project (March 1, 2020 – March 31, 2022)
3. End of year 1 of the project (April 1, 2022 – June 30, 2023)
4. End of year 2 of the project (July 1, 2023 – June 30, 2024)
5. Partial of year 3 of the project (July 1, 2024 – December 31, 2024)

For each timeframe above, the following measures will be reported:

- i. Mean First Report Interval (in days)
- ii. Mean Completed Report Interval (in days)
- iii. Percentage of reports which meet 30-day first report goal of having a disease investigation documented within 30-days of notification.

The LHD will also refer to the Human Immunodeficiency Virus and Sexually Transmitted Disease reports, found at <https://epi.dph.ncdhhs.gov/cd/stds/annualrpts.html>, to measure their performance of work within the timeframes listed above.

Reporting Requirements: The reporting above shall be provided by the LHD to DPH via the Smartsheet dashboard, which can be accessed at <https://app.smartsheet.com/b/publish?EQBCT=8716e48245fe46559be725a9d628d031>.

Reporting Requirements: Document disease investigations in NC EDSS and reassign disease events to the State Disease Registrar within 30 days of notification of a reportable communicable disease or condition. Follow North Carolina Communicable Disease Manual Guidelines for NC EDSS documentation.

3. Performance Measure #3: Increasing the visibility of work the LHD within the community through Community Based Organizations (CBOs) and Nongovernmental Organizations (NGOs).

Reporting Requirements: Provide examples of education resources, training agendas, fliers, CBO outreach services or resources (if applicable). The reporting shall be provided by the LHD to DPH via the Smartsheet dashboard, which can be accessed at <https://app.smartsheet.com/b/publish?EQBCT=8716e48245fe46559be725a9d628d031>.

4. Performance Measure #4: Training new staff with knowledge in communicable disease, public health, and public health nursing.

Reporting Requirements: Provide names, email addresses, and telephone numbers of nurses and dates that have completed the NC EDSS and NC COVID training to the Regional TATP Nurse Consultant by December 1, 2022, and upon request.

Reporting Requirements: Provide the names of nurses, their dates of hire into the communicable disease position, and dates they have completed the Introduction to Communicable Disease Surveillance and Investigation in North Carolina course or successfully passed the written challenge exam to the Regional TATP Nurse Consultant by December 1, 2022, and upon request.

Reporting Requirements: The reporting above shall be provided by the LHD to DPH via the Smartsheet dashboard, which can be accessed at <https://app.smartsheet.com/b/publish?EQBCT=8716e48245fe46559be725a9d628d031>.

V. Performance Monitoring and Quality Assurance: 1. Subrecipient monitoring, including financial and performance reporting, shall be conducted via the Smartsheet dashboard. This reporting will be provided by the LHD to DPH via the

Smartsheet dashboard. DPH staff will assess reports daily and work with LHDs to provide technical assistance and feedback (as needed) to ensure all reporting is accurate and timely.

2. On a quarterly basis, approximately ten LHD subrecipients will be selected by an electronic randomizer to undergo a “desk audit” which entails the submission of all source documentation supporting their reported expenditures for a given month within the quarter. The affected subrecipients will be notified via email of their selection approximately two weeks after the end of the quarter under review. Selected LHDs will have 30 days to submit the requested expenditure documents. The Subrecipient Monitoring Team performs desk audits to ensure the expenditure information is accurate, complete and only includes allowable expenditures. The results are reported to the affected LHD Directors and, if corrective actions are required, they are outlined in the report with recommendations and a date by which to be completed.

3. The Technical Assistance and Training Program (TATP) Nurse Consultant will assess the Local Health Department’s performance through reporting mechanisms within the NC EDSS. These reports will be run on a quarterly basis by the TATP Nurse Consultant.

4. If the assessment results in compliance concerns, the TATP Nurse Consultant shall conduct conference calls with the Local Health Department to provide technical assistance to rectify the concerns.

5. If the LHD is deemed out of compliance, program staff shall provide technical assistance to bring the LHD back into compliance with deliverables. If technical assistance does not prove beneficial, the CDB will issue a letter of non-compliance and the LHD may lose access to NC EDSS and NC COVID. Noncompliance with this agreement will result in a reduced capacity for the LHD to detect and control communicable disease in their community.

VI. Funding Guidelines or Restrictions: 1. Requirements for pass-through entities: In compliance with 2 CFR §200.331 – Requirements for pass-through entities, the Division of Public Health provides Federal Award Reporting Supplements to the Local Health Department receiving federally funded Agreement Addenda. These funds constitute federal financial assistance to the State of North Carolina, and

therefore use of these funds must be in accordance with applicable federal uniform guidance found in 2 CFR 200. None of these requirements is waived.

a. Definition: A Supplement discloses the required elements of a single federal award. Supplements address elements of federal funding sources only; state funding elements will not be included in the Supplement. Agreement Addenda (AAs) funded by more than one federal award will receive a disclosure Supplement for each federal award.

b. Frequency: Supplements will be generated as the Division of Public Health receives information for federal grants. Supplements will be issued to the Local Health Department throughout the state fiscal year. For federally funded AAs, Supplements will accompany the original AA. If AAs are revised and if the revision affects federal funds, the AA Revisions will include Supplements. Supplements can also be sent to the Local Health Department even

if no change is needed to the AA. In those instances, the Supplements will be sent to provide newly received federal grant information for funds already allocated in the existing AA.

c. At the time of this AA issuance, the NC Department of State Treasury has determined that the federal Uniform Guidance, Subpart D – Subrecipient Monitoring and Management does not apply to these funds. Therefore, no Supplement will accompany this AA.

2. Requirements for use of funds: Must comply with NCAC Chapter 09, Subchapter 03M – Uniform Administration of State Awards of Financial Assistance. NCAC 09 03M

3. Requirements for cost principles: In compliance with 2 CFR §200.400 - §200.476 - Subpart E Cost Principles, such principles must be used in determining the allowable costs of work performed by the non-Federal entity under Federal awards.

4. Requirements for use of funds: In compliance with 31 CFR §35.5 – Use of funds.

a. A recipient may only use funds to cover costs incurred during the period beginning July 1, 2021, and ending December 31, 2024.

b. A cost shall be considered to have been incurred for purposes of paragraph (a) of this section if the recipient has incurred an obligation with respect to such cost by December 31, 2024.

c. A recipient must return any funds not obligated by December 31, 2024, and any funds not expended to cover such obligations by December 31, 2026.

5. Requirements for use of funds: In compliance with NCGS 143C-6-23 – Administrative code requirements, recipients must comply with the following:

a. NCGS 143C-6-23 (b) Prior to disbursing funds a grantee must provide a copy of its conflict-of-interest policy for management employees and its governance body.

b. NCGS 143C-6-23(c) The grantee must provide a written statement required under oath by the grantee's governing body that it has no overdue tax debts.

6. Non-reverting Appropriation: In compliance with Session Law 2021-180 Section 4.9(k).

a. This as a non-reverting state appropriation over multiple fiscal years:

1. Reversion. The funds appropriated in this act from the State Fiscal Recovery Fund shall not revert at the end of each fiscal year of the 2021-2023 fiscal biennium but shall remain available to expend until the date set by applicable federal law or guidance.

7. Period of Retention: Administering Agencies and subrecipients are required to maintain records for at least five years after the completion of the last project across the entire set of SFRF projects funded by the SFRF Award. Therefore, Administering Agencies and subrecipients should seek specific written authorization from OSBM/NCPRO for destruction of any records prior to five years after all funds have been expended or returned to Treasury.

4/7/2022 4/7/2022

Agenda Item:

Meeting Date: June 07, 2022

MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Richard Smith – Capital Projects Manager

DATE: May 19, 2022

SUBJECT: AIA Contract Document G701-2017 “Change Order” Standard Form of Agreement between Owner and Contractor for the new 22,000 square foot Recreation Center at Moore County Sports Complex (aka Hillcrest Park) in Carthage, NC

REQUEST: This is a request to review, approve, and execute the attached Contract with Harrod and Assoc. Constructors, Inc. “Change Order #3” for the proposed Sports Complex mentioned above. The site is located at 155 Hillcrest Park Road in Carthage, NC.

BACKGROUND: This change order is the result of moving the emergency generator from the original location shown on the plan near the front entrance to the rear of the building. Upon review prior to installation of this unit it was determined it would be a better and quieter place for an emergency generator to operate for long periods of time.

FINANCIAL IMPACT: Article 4 of the contract “Contract Sum” prior to this change order was Five Million Six Hundred Eleven Thousand Nine Hundred Nineteen dollars and Seventy-Two cents (\$5,611,919.72). The contract sum will be increased by this change order in the amount of Twenty-Six Thousand Four Hundred Fifty-One dollars and Thirty-Six cents (\$26,451.36). The new contract sum including this change order will be Five Million Six Hundred Thirty-Eight Thousand Three Hundred Seventy-One dollars and Eight cents (\$5,638,371.08).

IMPLEMENTATION PLAN: Execute the AIA Contract as stated.

RECOMMENDATION SUMMARY: To make a motion to approve the attached AIA Contract with Harrod and Assoc. Constructors, Inc. and authorize the chair to sign the same.

SUPPORTING ATTACHMENTS: AIA Contract Document G701-2017 Change Order #3 Standard Form of Agreement between Owner and Contractor.

Agenda Item:

Meeting Date: 06/07/2022

MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Laura M. Williams, Clerk, for Commissioner Nick Picerno

DATE: 05/25/2022

SUBJECT: NCACC Legislative Goals Submission

PRESENTER: Commissioner Nick Picerno

REQUEST:

Consider legislative goals to share with the North Carolina Association of County Commissioners (NCACC).

BACKGROUND:

The NCACC's biennial legislative goals process is underway and counties are encouraged to submit their proposed goals no later than September 12.

IMPLEMENTATION PLAN:

Goals will be submitted to the NCACC as determined by the Board of Commissioners.

RECOMMENDATION SUMMARY:

Consider legislative goals to submit to the NCACC.

ATTACHMENTS:

NCACC Legislative Goals Handbook

Legislative Goals
Handbook

Spring 2022

The NCACC Legislative Goals Process

Mission Statement

The Association's Legislative Goals process is thoughtful, deliberative, inclusive, and fair. The investment of time and energy, and value of full discourse, strengthens our Association as we advocate for counties. The process is designed to create an informed grassroots organization and to build a cohesiveness of purpose within the organization that, in turn, grants a degree of credibility to the Association. All counties and all county officials are invited and encouraged to participate in the Legislative Goals process.

CONTENTS

This handbook is intended to offer the reader an overview and guidance about the rules and processes used to develop the legislative agenda of the North Carolina Association of County Commissioners. Information is presented in a format that tracks the chronological course of action for the goals adoption process.

Page 4	Background & 2022-2023 Timeline
Page 5	Stage 1 — Seeking Goal Proposals
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Background and 2022-2023 Timeline

Every two years, in the months preceding a long session of the General Assembly, the North Carolina Association of County Commissioners engages in a process to determine the legislative goals it should pursue in the best interest of the counties. The process is thorough, deliberative, and time intensive. It is designed to allow for input from as many county commissioners, county officials and stakeholders as possible. By maximizing participation from so many of the organization's members, it is possible to reach agreement on goals that are important to all members of this diverse organization.

NCACC goals-setting process begins in May of each even-numbered year and consists of six stages. These stages are described in detail in this handbook.

Below is the timeline for the 2022-2023 legislative goals process:

Legislative Goals Process Timeline

When What

May – September Submission of county goal proposals

June Review of Guiding Principles by Steering Committees (non-voting session)

Mid-September Review and voting of goal proposals and Guiding Principles by Steering Committees

October

Legislative Goals Committee reviews Steering Committee recommendations, approves Core Values and package of goals for Board of Directors

Board of Directors finalizes package to be presented to full membership

November Membership adopts goals at Legislative Goals Conference

Stage 1 — Seeking Proposed Goals (May - September)

The Association's goals-setting process begins with an effort to solicit proposals that members think should be part of the county legislative agenda for the upcoming legislative biennium. The Association solicits proposals from county boards of commissioners. Suggested goals can be submitted by:

- adopted resolutions from full boards,
- a letter from Board Chairs on behalf of the full boards
- a letter from the president of an affiliate and related county organizations (which are groups of county officials/staff organized by function)

Affiliate Organizations include but are not limited to:

- Association of North Carolina Boards of Health
- N.C. Association of Assessing Officers
- N.C. Association of County Boards of Social Services
- N.C. Association of County Attorneys
- N.C. Association of County Clerks to the Board
- N.C. Association of County Directors of Social Services
- N.C. Association of Government Finance Officers
- N.C. Association of Emergency Medical Services Administrators (NCAEMSA)
- N.C. Association of Local Health Directors
- N.C. Association of Registers of Deeds
- N.C. Tax Collectors' Association

The Association casts a wide net to encourage inclusiveness and full membership participation. Discussion and action on proposed goals by full boards of commissioners is requested because this interaction contributes to the deliberative process and builds consensus.

Goal proposals must be submitted via the NCACC online form. Proposals should be in the form of a policy statement and include background information on the impetus of the proposal.

Stage 2 — Steering Committee Review of Guiding

Principles (June)

The Steering Committees review guiding principles from each of the respective subject areas set forth by the Association, and these areas are outlined in the next section of the handbook. The guiding principles are general declarations of ongoing positions that give guidance on broad policy objectives, such as “no mandates without funding.” These statements also guide the staff in dealing with unanticipated issues that arise in the legislative context or that affect the counties in other ways, as with proposed administrative rules and regulations or state agency policies.

Recommendations made by the Steering Committees in June will be voted on at Steering Committee meetings in September in conjunction with goals proposals. Because Steering Committees are ongoing and have broad member participation, they are a critical first step in the Legislative Goals development process. The committees meet regularly and are available to review legislation during the legislative session; they are used to guide unanticipated legislative action and to recommend any actions that might be advisable to the NCACC Board of Directors for formal consideration and action. This issue is described in greater detail in a later section included in this handbook.

Stage 3 — Steering Committee Review (Mid-September)

The Steering Committee review of goal proposals is the first step in the legislative goals development process. The Association has seven Steering Committees, organized by subject matter. These are permanent, standing committees. Membership on Steering Committees is open to any county official – elected, appointed or administrative; chairs are appointed by the Association President following each Annual Conference. The Steering Committees are:

- Agriculture
- Environment
- General Government
- Health and Human Services
- Justice and Public Safety
- Public Education
- Taxation and Finance

Proposed goals are sorted according to subject matter by NCACC staff and referred to the appropriate Steering Committees for review. Steering Committees may hear from county officials who submit goal proposals and may review staff research and analysis. The participation of county staff on Steering Committees provides professional expertise that can be critically important when Steering Committees deliberate. Though staff expertise is critical, particularly at this early stage, it is ultimately elected county commissioners who will decide the legislative goals package as the goals-setting process moves forward.

During the goal setting process the Steering Committee members are asked to make specific recommendations and take action on each submitted goal.

Committee actions include:

- Favorable – A goal is approved to send to the Legislative Goals Committee for further discussion and consideration.
- Amend – The committee may revise or amend a proposal.
- Unfavorable – The committee declines to send the goal forward.
- Needs Further Study – The committee has insufficient information to make an informed decision and requests that the sponsors either do further research or bring back answers to particular questions at a later date.
- Motions must be approved by a two-thirds majority of members present.

Only county commissioners present at the meeting may vote.

The committees are empowered to develop their own suggested goals, as needed.

Each committee submits its proposed goals to the Legislative Goals Committee.

Prior to the meeting of Steering Committees, NCACC staff may consolidate similar proposals and put forth proposed language for consideration.

Stage 4 — Legislative Goals Committee (October)

The Legislative Goals Committee is a non-standing committee. The committee membership is traditionally no more than 35 members. The committee is composed of county commissioners who are nominated and selected by the President.

Members may nominate others or themselves. The committee is newly appointed every two years and meets as needed. Members are selected to ensure balance with respect to political affiliation, county population, race, and gender to accurately reflect the diversity of Association membership. Two co-chairs, a Republican and a Democrat, are appointed by the NCACC President to lead the Legislative Goals Committee.

The members of the Legislative Goals Committee include:

- Legislative Goals Committee Chairs
- Steering Committee Chairs
- NCACC Board of Trustees Chair or their designee
- An elected commissioner from each of the Association's 18 districts
- Other members as appointed by the President

The Legislative Goals Committee reviews the recommendations of the Steering Committees. Steering Committee chairs present their committees' recommendations and relay the committee discussion regarding each proposal. The county officials who want to advocate for their proposals are allowed to make presentations to the Legislative Goals Committee. The committee may also review research and analysis related to the proposals provided by NCACC staff.

The Legislative Goals Committee may and is encouraged to narrow the list of proposals. It also reconciles conflicts or duplication between Steering Committee recommendations and prioritizes its recommendations. The Goals Committee may rank goals in a priority order and may also select a limited number of priority goals to assist in focusing the Association's legislative efforts. The proposals and guiding principles are then submitted to the Board of Directors for consideration. Goals forwarded to the Board of Directors must receive a two-thirds majority vote by the Legislative Goals Committee.

Core Values Statement Review

The Goals Committee is also charged with reviewing the Association's core value statement. This statement provides fundamental policy guidance regarding the Association's advocacy efforts. The Goals Committee may review, evaluate, and make suggested changes to periodically update these core values to recognize changing advocacy environments. The committee shall include the core values statement along with its recommendations to the Board of Directors for inclusion in the goals package to be presented to the full membership.

Stage 5 — Board of Directors (October)

As the Association's goal-setting process moves forward, the elected county commissioners become more involved in the decision-making process. The Board of Directors is almost exclusively elected commissioners, with the one exception of a non-voting county manager, and the Executive Director.

At its October meeting, the board reviews the recommendations of the Legislative Goals Committee. As is customary during earlier stages of the process, the board may hear presentations, review research and analysis, and add, delete, or amend proposals to the core values and guiding principles statements.

Goal proposals approved by the board must receive a two-thirds majority vote.

The board gives final approval to a package of goal proposals, Association core values, and guiding principles that are to be voted on by the full membership at the Legislative Goals Conference in October. This process provides individual county boards of commissioners' time and opportunity for a full review prior to the conference.

Stage 6 — Legislative Goals Conference (November)

The final stage of the Association's Legislative Goals process is the Legislative Goals Conference, to which all Association members are invited. Historically, more than 85 counties have been represented. The goals conference is conducted according to rules designed to encourage member participation and consensus.

Goals Voting Process and Procedures

- Prior to the conference:

- o NCACC staff coordinate with the President, the Legislative Goals Committee Chairs and the parliamentarian to review the voting process and procedures.
- o Every member county appoints a voting delegate. A letter requesting notification of the county's voting delegate shall be sent from the Association to each county.

- At the conference:

- o Voting delegates register to obtain appropriate voting credentials.
- o Every county in attendance has one vote. The voting delegate can be any county official, including non-elected officials, and a county may choose an alternate. No proxies are allowed.
- o Goals are presented en bloc by each Steering Committee subject category. Goals Committee Chairs present the goals to the membership. The Association President or presiding officer is responsible for action.
- o All motions will be ruled on by the Association President or presiding officer.
- o The President of the North Carolina Association of County Commissioners will appoint a parliamentarian for the conference.
- o Upon motion of any voting delegate, any individual goal proposal can be set aside for detailed discussion.
- o Two-thirds majority votes are required to approve or alter the proposed goals.
- o Following approval of the goal proposals, members will be asked to select five priority goals. These represent goal proposals that address the most critical need of counties.
- o Pursuant to Article VIII, Section Three of the NCACC Constitution the latest edition of Robert's Rules of Order shall be the parliamentary authority on questions not covered by the Constitution or by this handbook.

Conclusion

All goals and policies approved at the Legislative Goals Conference are included in the official NCACC legislative agenda. The official document containing the Association's core values, legislative goals and guiding principles shall be mailed to all 100 counties and presented to each member of the North Carolina General Assembly, to the Governor, and to other executive branch leaders.

Guidance Outside of Legislative Goals Process

Throughout the legislative biennium, new issues will arise that were not anticipated or considered during the organization's legislative goals process. The Association Steering Committees have the authority and responsibility to study new issues, to research and analyze the effect or implications of proposed legislation, and to make recommendations to the NCACC Board of Directors. Any such action is communicated on a regular basis to the Association members.

Upon recommendation of the Legislative Goals Committee Chairs, the committee may meet between the legislative long and short sessions, to review goal progress and make suggestions to the board related to goal priorities, especially given an ever-changing legislative environment.

323 West Jones Street, Suite 500
Raleigh, North Carolina, 27603

919-715-2893
www.ncacc.org

Agenda Item:

Meeting Date: 06/07/2022

MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Laura M. Williams, Clerk

DATE: 05/26/2022

SUBJECT: Appointments / ABC Board

REQUEST:

Appoint Chair of Moore County ABC Board.

BACKGROUND:

ABC Board members John Garner (Chair) and Ernest Hooker have each submitted their resignations.

NCGS 18B-700(a) requires that the appointing authority designates one member of the local board as chair. Current members are Craig Goodnight, Michael Kantorowski, and Jerrell Seawell.

IMPLEMENTATION PLAN:

Clerk will make notification of appointments and update records.

RECOMMENDATION SUMMARY:

Make a motion to appoint the Chair of the ABC Board.

Agenda Item:

Meeting Date: 06/07/2022

MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Laura M. Williams, Clerk

DATE: 05/26/2022

SUBJECT: Appointments / Fire Commission

REQUEST:

Appoint members to the Fire Commission.

BACKGROUND:

Current terms of service for Fire Commission members Brian Atkins (citizen), Carlton Cole (chief – south region), Randy Saunders (citizen), Matt Scott (chief – north region), and Erik Stromberg (chief – west region) are expiring.

Brian Atkins and Carlton Cole are willing and recommended to continue service. Randy Saunders is willing to continue service if needed. Timmy Brown is recommended to fill Chief Matt Scott's seat representing the North region. Mike St. Onge is recommended to fill Chief Erik Stromberg's seat representing the West region.

IMPLEMENTATION PLAN:

Clerk will make notification of appointments and update records.

RECOMMENDATION SUMMARY:

Make a motion to appoint Carlton Cole (chief – south region), Timmy Brown (chief – north region), Mike St. Onge (chief – west region), Brian Atkins (citizen representative), and another citizen representative for two-year terms expiring June 30, 2024.

ATTACHMENTS:

Appointment Applications

Jonathan M. Sub

250 Winder Way, Carthage NC 28327

724-698-9550 724-698-9550

JONATHAN.M.SUB@GMAIL.COM NONE

Excellent communicator with strong interpersonal skills and the ability to develop constructive relationships with staff at all organizational levels. Competent under pressure with superior decision making, office management, performance management, and analytical skills. Certified as a NC Emergency Medical Technician.

06/08/2020

JONATHAN SUB

Carthage, NC | (724) 698-9550 | JONATHAN.M.SUB@GMAIL.COM

[HTTPS://LINKEDIN.COM/IN/JONATHAN -SUB-885112107](https://www.linkedin.com/in/jonathan-sub-885112107)

MILITARY VETERAN – UNITED STATES NAVY

ADMINISTRATIVE ASSISTANT – OPERATIONAL SUPPORT

AD-HOC PROJECT MANAGEMENT – TRAINING DEVELOPMENT & EXECUTION

Discreet & Confidential Assistance Operational Efficiency/Process Optimization Cross-Functional Team Collaboration

Proactive and results-focused Administrative professional providing optimized support and serving as the “right hand” to senior

management, creating databases to improve efficiency, streamlining workflow, and creating/deploying comprehensive training

initiatives. Competent, decisive, and cross-functionally experienced in all aspects of publication/knowledge base maintenance, calendar

management, production control, equipment management, and technical training. Strong administrative support experience includes

producing memoranda, reports, and complex documents. Excellent communicator with strong interpersonal skills and the ability to

develop constructive relationships with staff at all organizational levels. Competent under pressure with superior decision making, office

management, performance management, and analytical skills. Core areas of expertise include:

Client/Customer Relations | Administrative/Clerical Assistance | Executive/Staff Support | Special Events Planning Vendor Relations/Retention | Appointment Scheduling | Travel/Meeting Coordination | Writing/Editing/Proofreading Data Review/Reporting/Tracking | Project Management | Continuous Process Improvement | Team Supervision

PROFESSIONAL EXPERIENCE

UNITED STATES NAVY, NAVAL AIR SYSTEMS COMMAND HEADQUARTERS, Patuxent River, Maryland
Training Database Administrator, 4/2017-1/2020

Leverage strong organizational, prioritization, project management, and client engagement skills to administer large-scale aviation

training curriculum as part of a special assignment. Worked effectively within a deadline-driven and fast-paced environment, providing

project management and administrative support related to the planning and coordination of all strategic training initiatives and

professionally driven with the capacity to work multiple projects concurrently.

Closely collaborated with senior leadership to execute strategic, operational planning. Single Handedly identified 600+ gaps

in training for five military aircraft. Accountable for the documentation of over 11,511 training completion records.

Directed cross-functional teams in the implementation of training activities to successfully achieve technical skills development goals and readiness objectives.

Exercise strict attention to detail while identifying program bottlenecks and leading solutions to resolve performance

gaps.

Championed successful strategies to effectively supervise the documentation of over 17,642 student graduations in more than

1,754 professional courses.

Exercised discretion, discernment, and strict attention-to-detail while identifying and proposing several core training revisions to improve fleet maintenance and reduce operational risk

UNITED STATES NAVY, MARINE AVIATION LOGISTICS SQUADRON, Kaneohe Bay Hawaii

Administrative Clerk, 1/2016-4/2017

Provided discreet and confidential support while acting as an administrative liaison while engaging with corporate headquarters and

local operations. Held strict accountability for allocating personnel, equipment, supply, and material resources to ensure timely

completion of work orders across 50+ work centers. Contributed to a highly productive work environment built on trust, comradery,

and accountability.

Provided leadership, guidance, and direction to a multifaceted team of nine (9). Empowered and motivated staff to exceed

expectations while executing daily activities of three critical maintenance programs.

Successful in facilitating successful, on-point completion of 12K+ work orders.

Subject matter expert in records management with a history of developing and initiating a revised method for communication

tracking, improving the management of approximately 900 messages and 3K pieces of correspondence

JONATHAN SUB

Carthage, NC | (724) 698-9550 | JONATHAN.M.SUB@GMAIL.COM

UNITED STATES NAVY, MARINE AVIATION LOGISTICS SQUADRON, Kaneohe Bay Hawaii

Work Center Supervisor, 7/2014-12/2015

Exhibited precision and accuracy while arranging and coordinating work order management, records management, and production of internal correspondence.

Established and drove effective internal training standards. Planned and delivered 50+ hours of training education to team members across the department, resulting in three internal promotions.

Led and directed a high performing team of eight (8) administration specialists across seven (7) work centers.

Delivered full-cycle project leadership. Reduced processing time by 37% by leading a project to streamline routing and the maintenance log process.

Processed maintenance records with 100% accuracy and zero discrepancies.

Spearheaded and led the redesign of SharePoint sites, significantly improving asset usability and inter-departmental communication, and managed an overhaul of quality assurance program documentation, improving technical resources for 55 work centers.

UNITED STATES DEPARTMENT OF DEFENSE, COMBINED JOINT TASK FORCE, Djibouti, Africa

Team Supervisor, 6/2013-7/2014

As a highly focused, detail-oriented, and organized Team Supervisor, leveraged comprehensive knowledge of technical and service principles to manage the administration of two SharePoint personnel databases. Created and monitored project objectives, deploying resources as necessary to meet targets and goals. Ensured strict alignment with all operational policies, practices, and procedures.

Exhibited strong attention to detail and accuracy while managing government funds and coordinated complex travel logistics for incoming/outgoing personnel.

Enhanced organizational readiness and quality reporting by conceptualizing, creating, and implementing multiple SharePoint databases to track 1.7K+ personnel across the Horn of Africa.

Developed and led comprehensive training for 25+ personnel to improve performance and align with operational standards.

Awarded Joint Service Commendation Medal and Military Outstanding Volunteer Service Award in recognition of outstanding professional performance and willingness to go above and beyond the call of duty

EARLIER CAREER HISTORY

Publications Specialist, United States Navy, 2012-2013

Maintenance Supervisor, United States Navy, 2011-2012

Production and Administrative Clerk, United States Navy, 2008-2011

EDUCATION, TRAINING, & CERTIFICATIONS

Defense Acquisition University,

Fundamentals of Systems Acquisitions Management,

Naval Air Station, Patuxent River Maryland, 2018

United States Navy, Center for Naval Leadership,
Corporate Enterprise & Training Activity Resource System (CeTARS),
Naval Air Station Patuxent River, Maryland, 2017

United States Navy, Center for Naval Aviation Technical Training,
Intermediate Maintenance Activity (IMA) Production Control,
Marine Corps Base Hawaii, Kaneohe Bay, HI, 2016

United States Navy, Center for Personal and Professional Development,
Command Drug and Alcohol Program Advisor (DAPA),
Camp Lemmonier, Djibouti Africa, 2013

JONATHAN SUB

Carthage, NC | (724) 698-9550 | JONATHAN.M.SUB@GMAIL.COM

United States Army, United States Army Training Center Fort Jackson,
United States Navy Individual Augmentee (IA) Combat Training (NIACT),
Expeditionary Combat Readiness Center,
Fort Jackson, South Carolina, 2013

Butler County Area Vocational Technical School, Vocational Certificate,
Protective Services Studies, Butler, Pennsylvania, 2007

Slippery Rock Area High School, High School Diploma,
General Studies, Slippery Rock, Pennsylvania, 2007

Certifications

Google Developer Platform

Information Technology Fundamentals | Android Application Development | Advanced Hacking Certification |
Ethical Hacking | Search Engine Optimization | Social Media Marketing | Hacking | Cloud Computing |
Cryptography | Javascript | C++

With You With Me

Robotics Process Automation | Linux Foundations | Cyber Security Analyst

Pennsylvania State Fire Academy

First Responder Awareness (NFA) | An Introduction to the Fire Service | Fireground Support | Basic Vehicle Rescue
- Operations | Basic Vehicle Rescue - Awareness | Rope/High Angle Rescue 1

Pennsylvania Department of Emergency Medical Services
Emergency Medical Technician

North Carolina Office of Emergency Medical Services
Emergency Medical Technician - Basic

United States Department of Labor (USDOL)
Computer Operator - Apprentice

Federal Emergency Management Agency (FEMA)
IS.00100 | IS.00200 | IS.00700 | IS.00800

AWARDS & DISTINCTIONS

Achievement Medal-Navy and Marine Corps
Joint Service Commendation Medal | Navy Good Conduct Medal (x4)

Agenda Item:

Meeting Date: 06/07/2022

MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Laura M. Williams, Clerk

DATE: 05/25/2022

SUBJECT: Appointments / Human Resources Appeals Committee

REQUEST:

Appoint member to the Human Resources Appeals Committee.

BACKGROUND:

The current term of service for Human Resources Appeals Committee member Liane York expires June 30. She was recently appointed to fill the unexpired term of Samantha King.

IMPLEMENTATION PLAN:

Clerk will make notification of appointment and update records.

RECOMMENDATION SUMMARY:

Make a motion to appoint a member to the Human Resources Appeals Committee for a three-year term expiring June 30, 2025.

Agenda Item:

Meeting Date: 06/07/2022

MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Laura M. Williams, Clerk

DATE: 05/25/2022

SUBJECT: Appointments / Juvenile Crime Prevention Council

REQUEST:

Reappoint member to the Juvenile Crime Prevention Council (JCPC).

BACKGROUND:

The current term of service for JCPC member Mary Spell (mental health representative) expires June 30. She is willing and recommended to be reappointed.

IMPLEMENTATION PLAN:

Clerk will make notification of appointment and update records.

RECOMMENDATION SUMMARY:

Make a motion to reappoint Mary Spell to the Juvenile Crime Prevention Council for a two-year term expiring June 30, 2024.

Agenda Item:

Meeting Date: 06/07/2022

MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Laura M. Williams, Clerk

DATE: 05/25/2022

SUBJECT: Appointments / Local Emergency Planning Committee

REQUEST:

Appoint two members to the Local Emergency Planning Committee.

BACKGROUND:

LEPC member Josh Brooks' term expires June 30. Mr. Brooks is the transportation representative. Additionally, the Health Department representative position was previously filled by Robert Wittmann and Interim Health Director Matt Garner has been recommended for appointment to that position.

IMPLEMENTATION PLAN:

Clerk will make notification of appointments and update records.

RECOMMENDATION SUMMARY:

Make a motion to reappoint Josh Brooks and to appoint Matt Garner to the Local Emergency Planning Committee for three-year terms expiring June 30, 2025.

Agenda Item:

Meeting Date: 06/07/2022

MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Laura M. Williams, Clerk

DATE: 05/31/2022

SUBJECT: Appointments / Planning Board

REQUEST:

Appoint chair and two new members of Moore County Planning Board.

BACKGROUND:

There are currently two vacant seats on the Planning Board. Additionally, per the bylaws, the commissioners appoint the annually. Joseph Garrison is currently the chair.

IMPLEMENTATION PLAN:

Clerk will make notification of appointments and update records.

RECOMMENDATION SUMMARY:

Make a motion to appoint the Chair of the Planning Board for FY23.

Make a motion to appoint two members to the Planning Board for three-year terms.

ATTACHMENTS:

Appointment Applications

Brett Bevelacqua
60 Sedgwyck Drive

845-365-3665 845-365-3665

brett@hmpfilms.com Real Estate Broker

My relevant experience as a real estate broker gives me specific knowledge and an understanding of County issues, ordinances and laws that would allow me to serve with a purpose on the Planning Board. I am prepared, willing to listen and I pride myself on only being fair-minded but also open to learning all I can about the subject at hand.

01/21/2021

Brett Bevelacqua
60 Sedgwyck Drive
Pinehurst, North Carolina 28374
Mobile (845) 365-3665
brett@hmpfilms.com

EXPERIENCE

2019 to 2020 - KELLER WILLIAMS PINEHURST NC Licensed Real Estate Broker/Compliance Coordinator/
Technology Coach

Prepared and ran bi-weekly staff sales meetings. Conducted weekly seminars and training sessions regarding newly launched proprietary technology. On-boarded new and established brokers as they joined the Market Center, including but not limited to, creating social media websites, building websites, creating signs, business cards and additional marketing material. Point person for all national and regional instruction within the Market Center.

2016 to 2018 - KELLER WILLIAMS REALTY GROUP NYS Licensed Real Estate Salesperson

Prepared documents such as representation contracts, purchase agreements, closing statements and leases. Accompanied buyers during visits to and inspections of property, advised on the suitability and value of homes based on current market conditions. Advised sellers how to make homes more appealing to buyers, increasing average selling price.

2012 to 2016 - MLB NETWORK FCP/Adobe Premiere Producer/Editor, After Effects Compositor

Worked independently on day-to-day MLB game promos. Designed look on individual one-off promos. Produced and edited numerous sizzles promoting the network for MLB teams and the Network's partners. Assisted in the launch and delivered the first promos for NHL.

2013 to 2015 - NBC SPORTS Avid Editor, After Effects Compositor, Producer

Weekly execution of on-air promotion for primetime's most watched show, NBC's Sunday Night Football. Launched promo campaigns for 2014 & 2015 Notre Dame Football on NBC as well as Horse Racing's Triple Crown programming. Collaborated with NBC's Senior Executives to produce and edit five sizzle reels for 2015 Cable Upfronts resulting in best ad sales numbers in NBC's history. Designed promo templates to be used among all NBC Regional Sports Networks. Shared duties in the reorganization and archiving of three years of on-air promotion assets.

2010 to 2012- BLOOMBERG TV Avid, Final Cut and Edius Producer/Editor

Sole editor for Bloomberg TV's promo department. Shot video, edited shows and news packages as needed. Produced soundbites for air as part of Bloomberg's tape desk. Key part of the team responsible for the SD to HD relaunch.

2009 HOT MAGMA PRODUCTIONS, YARD WORK (Feature length documentary, aired on NESN, SNY)

Writer/Director/Camera, Narrator, Final Cut Editor, After Effects Compositor as well as ad sales. Yard Work did a 2.93 Nielsen rating, becoming the highest rated non-live show in 2009 on NESN.

1995 to 2002 & 2006 to 2008 CNBC Avid Editor On-Air Promotions

Worked with a team of producers to brainstorm, produce, design and edit all of CNBC's network promotions. Implemented and then delivered the first non-linear edits for the Network.

2002 to 2006 MSNBC Avid Editor Documentaries

Responsibilities included the daily editing of numerous one-hour long documentaries. Lead editor on MSNBC's Headliners & Legends. Turned around many breaking news hour-long programs in under a 24 hour period.

EDUCATION

2019 KELLER WILLIAMS UNIVERSITY - Career Visioning & Train The Trainer

1997 FUTURE MEDIA CONCEPTS - Avid Master Class

1993-1995 ROCKLAND COMMUNITY COLLEGE - Communications Major

Anton Sadovnikov

257 Magnolia Hill Drive, Carthage, NC, 28327

6172402181 6172402181

anton.sadovnikov89@gmail.com Military

I currently serve on the Planning Board of the Town of Carthage, and am actively seeking to expand my involvement in the community by serving on either the county Planning Board or the Board of Adjustment. I hold a B.S. in Corporate Finance and Accounting and have been trained as a military engineer, with experience in logistics and construction.

Planning Board

Board of Adjustment

04/08/2021

Gene Brentley Tanner

106 N. McNeill St., Carthage, Nc 28327

9198013251 9198013251

brentleytanner@gmail.com Attorney

I have been a licensed attorney for over 14 years and I am familiar with the review and comprehension of legalities in the implementation of laws and public policy. Moreover, I have an eagerness to be part of the community and have a strong desire to be involved in the sculpting and direction that Moore County goes in as we move towards the future.

Planning Board

ABC Board

Jury Commission

08/28/2021

Diane Wilson

922 Seven Lakes North, West End, NC 27376

910-603-1129 910-603-1129

dwill1060@yahoo.com or

diane@toweringpinesrealestate.com

REALTOR

I am a local Realtor with Towering Pines Real Estate since 2015, I have a good understanding of the market and have seen the growth in Moore County, which I believe is a plus to serve on the Planning Board. I am a native of Moore County and also a former employee before retirement (EMS). Thank you for your consideration

04/21/2020

US Army 2001-Present (Special Forces Warrant Officer) FBI 2004-2008 (Washington, DC) Norwich University-Bachelors Degree in Criminal Justice The George Washington University-Masters Degree in Political Management

Lawrence Blackford

10 Salem Lane Pinehurst, NC 28384

301-325-5761 Ljblackford@protonmail.com

02/17/2022

LTC(R) John Gagan

410 Michael Rd, Whispering Pines, NC 28327

910-690-6778 704-694-9301

Jgagan99@yahoo.com Retired Army Officer /Army JROTC

Instructor, Anson County High School

I'm a Moore County native looking to give back to my community. I have served in a myriad of key leadership positions during my 23 year military career. I have experience leading, planning, and team building. I have served on many executive- level committees. I'd be honored to serve the citizens of Moore County in any capacity needed.

Airport Authority

Transportation Advisory Board

Planning Board

Emergency Planning Committee

12/03/2020

John Gagan
410 Michael Rd
Whispering Pines, NC 28327

(910) 690-6778
Jgagan99@yahoo.com

Summary of Qualifications

Results oriented Army leader with 23 years of experience across diverse and challenging assignments. Agile and adaptable, quickly assimilating into any organization. Experience in operations and mid-level management. Safety conscious, incorporating risk management into all operations. Collaborative and dependable team player, looking for opportunities in an organization that fosters leadership, personal and professional growth, and industry-leading innovations.

Experience and Accomplishments

US Army 1997-2019: Retired US Army officer serving in key leadership positions from platoon to corps level units, culminating as the US Army Training Center and Fort Jackson Command Inspector General.

Anson County Schools, Wadesboro, NC- Senior Army Instructor

January 2020-Present

The Army JROTC Instructor is responsible for:

- Implementing the overall JROTC unit program according to national and state standards.
- Works with other assigned instructors in promoting cadet intellectual, social, patriotic, character education, and physical growth.
- Is also responsible for implementing the military service's national education curriculum and program requirements to include the preparation, planning, coordination, and supervision of all co-curricular service learning, special activities or events.

US Army Training Center, Fort Jackson, SC – Command Inspector General

May 2015 – 01 February 2019

40 hours/week

- Executes the four functions of the Inspector General: Inspections, Investigations, Assistance, and Teaching and Training
- Review and synthesize data and reports from multiple sources in order to advise the commanding general on the state of command. Identify areas in need of improvement and develop solutions.
- Develop and execute annual installation inspections program to determine root causes of systemic issues and recommend process improvement solutions.

- Interpret and communicate regulatory policies and procedures.
 - Trusted agent in the Fort Jackson community, aiding and successfully resolving issues for a service base of more than 200,000 constituents in the greater Columbia, SC area.
 - Investigates and responds to issues and allegations of impropriety, and fraud, waste, and abuse.
- Soto Cano Airbase, Honduras - Deputy Director of Operations

August 2013 – February 2014

60 hours/week

- Planned, coordinated and supervised execution of multi-national operations in support of joint services, inter-agency, inter-governmental and multi-national partners within Central America.
- Organized and managed a 35-member joint operations directorate, providing 24-hour mission command in support of emergency response, counter- transnational organized crime, foreign humanitarian assistance, disaster response, and search and rescue operations in the Central America Area of Responsibility (AOR).

Fort Bragg, NC and Baghdad, Iraq – Corps Aviation Operations Officer

December 2010 – August 2013

80 hours/week

- Managed multi-use airspace to facilitate joint service and combined arms operations.
- Coordinated multi-national aircraft operations to facilitate safe and effective transit of thousands of flights in support of US forces in Iraq during Operation New Dawn.

Raleigh Recruiting Battalion, Raleigh NC – Recruiting Operations Officer

June 2006 – June 2009

50 hours/week

- Led a 50-member team to supply critical manpower requirements to the US Army during the height of combat operations in Iraq and Afghanistan.
- Managed successful recruiting campaigns; yielded over 3000 new recruits.
- Managed the company's Future Soldier population.

Hunter Army Airfield, GA and Baghdad, Iraq – Aviation Maintenance Manager, AVIM Platoon Leader and AVUM Company Commander, 3RD Infantry Division Combat Aviation Brigade

June 2003 – June 2006

80 hours/week

- Organized, trained, and led a company of 100 aviation maintainers in support of Operation Iraqi Freedom III.
- Managed aircraft maintenance production and quality control sections; resulting in zero hours lost due to accidents or incidents.
- Managed aircraft flight hour utilization flow.
- Planned and conducted phase maintenance on AH-64, CH-47, and UH-60 aircraft.
- Maintained 32 aircraft at a 90 percent operational readiness rate in support of an annual 12000 combat hour flying program.

- Rated Army aviator with 700 hours total time rotary wing flight hours, including over 100 combat flight hours.

Education and Training

MS, Military Arts and Science-US Army Command and General Staff College, Fort Leavenworth, KS, 2010

BS, Criminal Justice-East Carolina University Greenville, NC, 1997

AA, General Education- Sandhills Community College Pinehurst, NC, 1995

US Army Cadet Command JROTC Certification, 2019

OSHA 30 General Industry Course, 2019

Lean Six Sigma Green Belt Course Completion Certificate Fort Belvoir, VA, 2017

John Reid Investigative Interviewing and Advanced Interrogation Techniques Lexington County Sheriff's Department, Lexington, SC, 2015

US Army Inspector General Course Certification Fort Belvoir, VA, 2014

US Army Aviation Maintenance Manager's Course Fort Rucker, AL, 2003

Top Secret Security Clearance

FAA Rotary Wing Rating Fort Rucker, AL, 1998

US Army Rated Aviator Fort Rucker, AL, 1998

Volunteering:

- Serving as Chairman, Rocky Creek Elementary (RCE) School Improvement Council, 2017-19
- Selected to serve on the Lexington One School District Facilities Improvement Study, 2018
- Selected as a member of the Lexington One School District's Parent Advisory Council, 2018-20
- Road to Recovery driver for the American Cancer Society

Jamie S. Encinosa

165 Blues Siding Rd, Carthage, NC 28327

910-280-6556 910-944-0881

jamieencinosa@gmail.com Executive Vice President of Operations

I am highly organized and have a strategic mind. I am familiar with reading and interpreting ordinances as I do this in my current position at Rhetson Companies (a local developer and contractor). I serve on the Board of Directors for Sandhills Classical Christian School and am in the Moore County Leadership Institute class of 2020.

09/18/2020

Jamie S. Encinosa

Phone: 910-280-6556 | Email: jamieencinosa@gmail.com | Address: 165 Blues Siding Rd, Carthage, NC 28327

Education

M.A. Management and Leadership. Liberty University, March 2012.

Course work included:

- Organizational Behavior
- Executive Leadership and Management
- Strategic Marketing Management
- Managerial Finance
- Effective Executive Communication
- Corporate Responsibility
- Legal Issues in Business
- Non-Profit Management
- Entrepreneurship
- International Business

B.S. Worship and Music Studies. Magna Cum Laude. Liberty University, December 2010.

Key courses included:

- Worship Leadership
- Congregational Ministry
- Dynamics of Vocal Worship
- Dynamics of Instrumental Worship
- Advanced Excel

Skill Set/Strengths

- Project Management
- Leadership
- Communication
- Teamwork
- Administrative, Organized
- Analytical
- Desire to Learn/Improve
- Dependability
- Initiative
- Strategic Thinking
- Proficient in Microsoft Office (Excel, PowerPoint, Word)

Work Experience

Rhetson Companies, Inc

Executive Vice President of Operations – July 2015-Present

- Company Operational Leadership:

- o Provide leadership by being actively involved in all processes and programs, developing a broad and deep knowledge of each facet of the Company
- o Lead, coach, develop, and retain Company's senior management team with an emphasis on developing capacity in strategic planning and analysis
- o Develop and implement training programs and policies to expand the capacity of all staff
- External Relationship Development:
 - o Cultivate and maintain relationships with Clients, Attorneys, Lenders, and Brokers.
- Strategic Plan Implementation:
 - o Provide leadership and input for strategic plans and processes with the Owners and the staff
 - o Coach Directors and Staff as they implement the strategic plans determined by senior management
 - o Develop and implement a system for tracking and reporting on strategic plans
- Development and Construction Management:
 - o Manage 30-40 projects each year with a staff of 30 people
 - o Develop and implement strategies for more efficient project management

Vice President of Development – December 2013-July 2015

- Overall accountability for entire development process (land acquisition, civil design and permitting, lease management, property sales)
- Manage Land Acquisitions including drafting Purchase and Sale Agreements, coordinating timelines, and managing closing proceedings
- Coordinate with company to manage key dates, facts, issues, and solutions at every stage of the Project

- Communication with Clients, Lenders, Attorneys, Management, and Employees

Liberty University - School of Music | Lynchburg, VA| January 2013 – August 2013

Administrative Assistant

- Budget Management
- Schedule Management
- Strategic Planning and Analysis
- Reason for Leaving: Moved to North Carolina when my husband was offered a position as a pastor here.

Healogics | Jacksonville, FL | July 2011 – June 2014

Database Developer Consultant – June 2013– June 2014

- Comprehensive Contracts Database Management – Contraxx
- Organize and Analyze Contractual Data
- Write Business Requirements for a New Database Module
- Reason for Leaving: Full Time Position with Rhetsen Companies

Contract Data Analyst –June 2012 – June 2013

- Comprehensive Contracts Database Management – Contraxx
- Reading, Analyzing, and Communicating Contractual Language and Obligations
- Advanced Excel analytics
- Legal Support
- Managing Risk in over 500 Existing Customers
- Managing Exclusivity/Restrictions in Existing and Potential Customers
- Reason for Leaving: Moved to North Carolina

Data Analyst July 2011 – June 2012

- Advanced Excel analytics
- Salesforce experience
- Support Community Education with Excel, Access, and PowerPoint: Analytics, research, presentation
- Support Business Development with Excel and Access: Analytics, data consolidation and verification
- Support Marketing with Excel and PowerPoint: Analytics, research, presentation

Community Service/Volunteer Positions

- Board Member – Sandhills Classical Christian School; April 2020-Present
- Moore County Leadership Institute – Class of 2020
- Worship Team Volunteer Leader - Christ Community Church, Pinehurst, NC; June 2013-present
- Church Plant Team & Director of Financial Operations – LifeNow Church, Jacksonville, FL; June 2011-June 2013

References

William Fields

Chairman of the Board

Sandhills Classical Christian School Board

910-904-4200

Brian Clodfelter

Owner

Rhetson Companies

910-944-0881

Current position: Department of Defense contractor working at the United States Army John F. Kennedy Special Warfare Center and School.

Previous positions include program analyst, quality assurance, curriculum development team lead and Army service for 24 years achieving the rank of Sergeant Major. More information with attached resume.

Paul Nussbaumer

700 Shady Lane Rd, Carthage, NC 28327

8134841008 nusscom@protonmail.com

10/28/2021

PAUL NUSSBAUMER

700 Shady Lane Rd Carthage, North Carolina nusscom@gmail.com (813) 484-1008

TRAINING DEVELOPMENT AND MANAGEMENT PROFESSIONAL

Highly experienced, goal oriented, military and executive-level professional with expertise in planning, analysis and training development that support long-range organizational objectives. Proven leader with a history of achievements in uniquely challenging settings. Possesses a breadth of skill sets and experience acquired through working within the Special Operations community for 30 years.

Core Competencies:

Leadership

Quality Assurance

Requirements Development

Personnel and Resource Management

Training development

Communication

Resource Management

Risk Mitigation and Management

Building, Mentoring and Training Diverse Teams

Process improvement

Client/Customer Service

Report Writing

WORK EXPERIENCE

Training Developer, Training Management Division

November 2020 – Present

U.S. Army Special Operations Center of Excellence Employer: Strategic Enterprise Support Services (SE2S) Fort Bragg, NC 28348 Supervisor: Gary Bloomberg

DUTIES: Serves as a training developer conducting collective task maintenance and creation for the command ensuring collective tasks are updated and published within the central Army registry (CAR) by conducting research to integrate and implement doctrine and operational force feedback into existing and emerging task analysis, design and development. Serves as the primary collective training development subject matter expert in support of the 75th Ranger Regiment concerning development of universal task lists and mission essential tasks. Also, reviews unit combined arms training strategies (CATS) in coordination with unit representation. Performs various other duties pertaining to training development as required to include standard operating procedures (SOP) development, document and doctrine reviews and quality assurance subject matter expertise support. Program Analyst, USSOCOM Joint PSYOP Proponent Office April 2020 – October 2021

Employer: Madison-Springfield, Inc (MSI) U.S. Special Operations Command, MacDill AFB, FL Supervisor: Crystal Hendrickson DUTIES: Serves as a Proponent Analyst and subject matter expert for United States Special Operations Command

(USSOCOM) in a Proponent Office (JMPO). Works collaborative efforts across the armed forces for assessment, development, integration, and advancement of Department of Defense (DOD) informational programs. Provides analysis, technical expertise, advocacy, managerial oversight, and issue resolution in the areas of organization, manpower, and materiel while maintaining a broader understanding across the spectrum of doctrine, organization, training, materiel, leadership and education, personnel, facilities and policy

concerning the special operations community. Participates in organizational change and manpower efforts; studies and surveys the structure and/or functions of joint, service and other organizations pertaining to special operations; designs, plans, and conducts work measurement, methods and procedures,

manpower requirements utilization; reviews and recommends changes to organizational resource requirements. Designs, plans, and conducts competitive sourcing studies/surveys, management studies/surveys, and research projects, providing advisory services of a wide variety on substantive issues with extensive scope and impact throughout the service components and joint organizations with interrelated functions and requirements to assess and capture the overall needs of the joint force. Coordinates with component representatives to identify inefficiencies and provide support and advisory

input to ultimately ensure the maximization of the use of resources throughout the community. Deputy Director, Quality Assurance

May 2015 – April 2020

Employer: U.S. Army Special Operations Center of Excellence Fort Bragg, NC 28348 Supervisor: Christopher Sims

DUTIES: Served as the Instructional Systems Specialist, Deputy Director of the Special Operations Center of Excellence (SOCoE), Quality Assurance Office (QAO) responsible for oversight of training in an organization comprised of 2,400 people with 140 distinct training courses. Assisted the director with all Quality Assurance (QA) related functions. Served as an advisor to the Deputy Commander and Commanding General in all matters pertaining to training and education adherence to standards and processes. Was responsible for coordinating with learning centers and three special operations proponents for compilation and analysis of survey data (qualitative and quantitative), post-course instructional conference information, coordination of course evaluations, curriculum reviews, instructor certifications, and other special projects as required. Engagement with these entities included interaction and coordination with curriculum writers, staff project leads, commanders, instructors, and course managers. Identified budgetary requirements of off-site travel. Was responsible for the allocation of manpower within the QAO, analysis of manpower requirements, crafting necessary justification for additional positions, and staffing through multiple channels. Coordinated cross-command accreditation preparation, sharing of best practices, and collaboration efforts. Led QA composite teams to evaluate Army learning institutions, their courses, and training support package documentation using against established Army standards. Compiled, wrote, and reviewed, for accuracy, associated reports reflecting findings and best practices determined through the aforementioned evaluations. Assisted all organizational elements in preparation for the triennial Army accreditation evaluation. Served as a liaison to other commands and schools in areas pertaining to quality assurance and training. Prepared and staffed documents to include policies and standard operating procedures and conducted information, and decision briefings to senior leadership and stakeholders on QA- related matters. Worked as part of a composite team tasked to support 75th Ranger Regiment in efforts to formalize their courses within the Training Development Capability under SOCOE. Training Developer/Instructor

March 2014 – May 2015

U.S. Army Special Operations Center of Excellence Employer: Booz Allen Hamilton

Proponent Office, U.S. Army Special Operations Center of Excellence Fort Bragg, NC 28348 Supervisor: Nick Pastore

DUTIES:

Supervised a course development team responsible for developing advanced skills courses for the command as a subject matter expert. Developed standards and techniques to be used within advanced skill courses, compiled necessary course documentation to include requirements documents, established course budgeting requirements for funding justification, coordinated course content and assessed emerging capabilities, technologies, and processes for inclusion into courses and operational use, prepared milestone briefs on course development progress, captured cost data on course enhancing assets, coordinated with various commands to maintain awareness of ongoing operational requirements and special operations forces programs to ensure inclusion of stakeholder concerns.

Additionally, led a team in developing course material to include the development of a new and comprehensive process and associated collection of data for reporting program effectiveness ensuring fiscal accountability and justification for dollars spent on programs. Also, ensured staff, cross-command, and agency coordination to ensure consistency and prevent of duplication of efforts. Operations Sergeant Major
May 2012 – December 2013 1st Cavalry Division, U.S. Army Fort Hood, TX 76544

Supervisor: LTC John Garcia DUTIES: Served as the senior enlisted Information Operations subject matter expert for a fully modernized Division.

Supervised, coordinated and participated in analysis, planning, production and dissemination of strategic influence messaging and objectives to include informational products and campaigns and Information Operations planning and integration. Analyzed and evaluated relevant information, studies and intelligence to support information and influence operations. Developed coordinated and implemented a division-wide professional development program. Delivered oral presentations to senior leaders on local media trends, U.S. foreign policy, and emerging threat areas by conducting local, national and international media analysis. Recommended courses of action to Community Outreach Working Group projects, enhancing the organizational footprint on local and surrounding communities. Led, mentored and advised at the Security Force Assistance Team Academy ensuring readiness for deploying unit leaders training at the Joint Readiness Training Center. Provided staff leadership for division of more than 16,500 Soldiers, providing advice and planning for top leadership of the organization. Operations Sergeant Major
November 2011 – April 2012 Combined Joint Task Force - 1 (CJTF-1)

Bagram, Afghanistan Supervisor: COL Robert Balcavage DUTIES:

Served as Regional Communications Center Operations Sergeant Major for Regional-Command East (RC- East) supporting OPERATION ENDURING FREEDOM in Afghanistan. Responsible for oversight of all Information Related Activities (IRC) to include Information Operations and PSYOP personnel, activities, and associated equipment and budgets. Maintained oversight of all IO and PSYOP planning and activities, advising on and participating in program and campaign planning and development coordinating and integrating with Special Operations Forces and government agencies on IO and influence initiatives. Provided guidance and developed processes nested with guidance from higher while ensuring synchronization with subordinate units concerning IRC activities. Analyzed data, compiled reports, executed mission planning and briefed accordingly regarding the impact and effectiveness of information and influence programs and products utilized in the area of operations. Managed contracted personnel and maintained oversight of Department of Defense Rewards for Information Program execution and funding distribution as the lead for all of RC-East. Maintained oversight of a radio network incorporating 72 individual broadcast sites employing in excess of 100 personnel for disseminating daily commentary in support of U.S. interests. Served as course developer and lead instructor throughout RC-East to pilot a comprehensive course to the Afghan National Army and National Police leadership on Information Operations and PSYOP planning and execution in a formal classroom environment at various locations.

Operations Sergeant Major

June 2010 – November 2011 U.S.

Special Operations Command MacDill Air Force Base, FL 33621

Supervisor: COL Jon Leonard

Served as senior enlisted advisor to the Chief of Information Operations for USSOCOM; maintained oversight of over 141 personnel of varied Information Operations disciplines/ Information Related Capabilities (IRCs), established work schedules, discipline and training requirements; provided stewardship of office budget and execution of more than \$200,000 in travel. Served as a subject matter expert advising on strategic and trans-regional initiatives ensuring coordination with other agencies. Developed policy and communicated guidance on assessment and execution of special operations forces activities ensuring they were in compliance with higher-level guidance and DOD directives. Ensured policy and guidance was nested with higher and subordinate units to ensure seamless execution. Represented USSOCOM commander in high-profile Preservation of the Force initiative conducting focus groups, compiling and analyzing the data and presenting findings. Led merger of strategic command into existing staff structure involving an additional 104 personnel, facilities and associated equipment. Provided planning and oversight of multi-million dollar global programs. Supported Army manning requirements efforts and was subsequently hand-selected to serve on a unique team given the task of standing up a new command. Served as the senior enlisted advisor responsible for advising two commands and providing support and oversight during the standing-up of this new provisional command. Division NCOIC January 2007 - May 2010 Joint Military Information Support Command MacDill Air Force Base, FL 33621 Supervisor: COL David Baker DUTIES: Served as Senior enlisted advisor to a division chief responsible for oversight of the regional commands support sections responsible for planning, coordinating and integrating trans-regional psychological operations supporting the Global War on Terror (GWOT). Conducted synchronization between various commands and Special Operation Command headquarters on various informational programs to include global website and magazine initiatives, both of which were multi-million dollar programs and comprised of military, government civilian and contracted personnel. Developed policy and communicated guidance on assessment and execution of informational activities ensuring they were in compliance with higher-level guidance and directives. Ensured policy and processes were synchronized with subordinate units to avoid conflicting guidance.

Performed duties as source selection board member in the letting of a contract involving writing of request for proposal, the analysis of proposals and ultimately the decision-making process awarding a multi-million dollar five-year contract. Performed duties requiring multi-country, multi-continent and multi-agency coordination and collaboration for ongoing information programs. Coordinated and managed logistics for distribution of numerous magazines in multiple areas of responsibility overseas via mailings and shipping methods.

Company First Sergeant

June 2004 - December

2006 A Company, 6th PSYOP Battalion

Fort Bragg, NC 28310 Supervisor: MAJ Troy O'Donnell DUTIES:

Served as Senior Personnel Manager for a diverse and dynamic unit responsible for support to two highly visible, regional command areas of operation. Responsible for leadership and management of 80 personnel to include training, deployment preparation, deployment and redeployment in support of the the war on terror to American Embassies, and regional commands throughout Europe and Africa. Maintained oversight of all personnel as well as all unit and mission specific equipment and mission budgets throughout over 15 countries totaling millions of dollars in mission-related funds.

Served as Command Sergeant Major on for extended periods of time throughout tenure. Deployed a

composite company in support of Katrina hurricane relief on short notice to successful mission accomplishment receiving recognition from the two-star general commander. Traveled throughout area of operation to maintain awareness of unit assets and well-being of personnel. Detachment Sergeant November 2003 – June 2004 A Company, 6th PSYOP Battalion
Fort Bragg, NC 28310 Supervisor: MAJ Brandon Arcuri

DUTIES:

Served as Detachment Sergeant in support of two theater commands maintaining oversight of 20 personnel and associated equipment. Deployed the detachment on numerous occasions in support of a Joint Task Force and embassy support missions throughout Africa and Europe with exceptional results. Managed preparation for, development of and execution of two courses designed to teach African and European soldiers in Special Operations disciplines in support of a regional commander and US State Department objectives. Trained and performed duties on numerous occasions managing mission funds in cash in austere and less than desirable environments without discrepancy. Led personnel maintaining readiness and morale throughout tenure without incident. Maintained all equipment without incident or loss despite rigorous operational demands Force Modernization NCO

July 2000 – November 2003 United States Army Civil Affairs and Psychological Operations Command (USACAPOC) Fort Bragg, NC 28310 Supervisor: MAJ Robert Hufford

DUTIES:

Served as Force Development NCO responsible for all aspects of Force Development involving special operations-specific equipment programs and force structure. Conducted research and analysis, developed and executed fielding and logistical support plans, supervised and conducted operational testing of associated equipment. Maintained oversight of active and reserve force equipment programs.

Conducted/supervised operational testing of a multi-million dollar equipment program resulting in fielding to active duty units. Fielded special operations peculiar equipment to 10 units, both reserve and active duty, throughout the continental United States preparing units with training on the new equipment; value totaled over \$35 million in value. Graduated Force Management School.

Prior experience includes 30 years of combined military and civilian experience in positions with diverse teams in highly strained environments achieving excellent results. Job titles and references from available upon request.

(continued)

QUALIFICATIONS AND SKILLS

Bachelor of Arts, Educational Studies and Science (Biology), Western Governors University June 2014

Associate of Arts with language (Portuguese) focus, Monterey Peninsula College Graduate, August 2007

Trained / Qualified:

Joint Special Operations University Senior Enlisted Advisor (JSOFSEA) Course / Sergeant Major's Academy

Senior Enlisted Joint Professional Military Education Course

Basic, Advanced Leader and Senior Leader Courses

Military Deception (MILDEC) Course

Information Operations Planner Course

Army Force Management Course (AFMS, Belvoir)

Operations Security Officer – Level II

Individual Terrorism Awareness Course (INTAC)

Defense Language Institute language training – Portuguese (6 months)

German Language Course (9 months)

Training for Accountable Officials and Certifying Officers

Conflict Management and Negotiation Joint Certified

Defense Equal Opportunity Management Institute Leadership Team Awareness Course

Survival Evasion Resistance and Escape: Peacetime Government and Hostage Detention Course

Homeland Security and Defense Joint Certified

Psychological Operations (Silver McClure Award Recipient)

Kirkpatrick Method of Evaluation (Bronze)

Entrusted with Top Secret-level information

Retired. Served in the Navy for 25 years, reaching the rank of Commander. 20 years in the IT dept for an international financial firm in NY. Have been living in Moore County since 2016. Have been volunteering at the FoodBank in Southern Pines and a local food pantry in Vass. Might be interested in other Boards but I should start out slowly.

Paul E Schnatz

155 Horseshoe Drive, Southern Pines, NC. 28387

6102910826 pschnatz2011@gmail.com

11/02/2021

Nicholas LaSala Jr.
975 Cranes Creek Road
813-389-3649 813-389-3649
victorygroup17@outlook.com Small Farm Owner
See Resume

03/14/2021

Mobile: (813) 389-3649 victorygroup17@outlook.com

NICHOLAS LASALA JR, M.B.A., M.A.P.A

Cameron, NC Mobile: (813) 389-3649 victorygroup17@outlook.com

FARMER, SMALL BUSINESS OWNER

Resource Management | Operational Excellence | Logistics Management | Current DoD Security Clearance

Senior-level executive leader with an extensive history of effectiveness through skillful development and implementation of operational strategies within the strategic planning process. Aggressive, disciplined fiscal manager with a history of reducing operational expenditures through skillful allocation of human and material resources. Expert at briefing, presenting, and preparing managers to testify before senior executives, civil leaders, and Congress. Exceptional interpersonal skills paired with superior decision making allows for successful navigation of complex political, military/government organizations. Extensive experience with Federal Appropriations process, specifically general and special funding sources. Effectively communicates across multiple functional boundaries, generating consensus to improve operations and increase customer satisfaction. Skilled at converting policy into action. Specializes in streamlining and consolidating operations at all levels. Military background provides unique insight into government contracting, budgeting, reporting, and management of civil and military support programs.

AREAS OF EXCELLENCE

Strategic Planning & Execution Continuous Process Improvement
Reorganization, Streamlining & Personnel Assignment Leading, Managing, Mentoring
Project & Program Management Reporting & Documentation/Requirements Analysis
Budgeting Management and Forecasting Emergency Planning, Management & Operations
Cross Departmental Communication/Coordination SME Policy Formulation and Enforcement
Compliance and Oversight Conflict Resolution

PROFESSIONAL EXPERIENCE

Farmer, Small Business Owner August 2020 to Present
Victory Vineyard, LLC

Vice President and Chief Operating Officer in charge of all daily operations for a 10-acre farm consisting of Muscadine Grapes, Blueberries, Dewberries, hay and managed forest land. Leads, mentors, and trains a property manager in all aspects of running a farm. In charge of all logistics, budgeting, accounting and recordkeeping of the farm.

Created the farm business plan complete with financials

Designed the blueberry and grape layouts

Planted 113 bareroot blueberry plants

Built 6 x 100' grape trellises and planted 68 bareroot grape plants

Created a 5-year farm plan to account for business growth and maximize available land

Director

2018 to 2020

Strategic Initiatives Group, Pentagon

Lead Strategic Planner and Principal advisor to the Army Comptroller, a 3-star general officer and the Assistant Secretary of the

Army; providing analysis and recommendations on the near-term objectives and the 10-year strategic plan; the key executor of

enterprise-wide Army financial management strategies and change management functions across people, technologies, and processes.

Mobile: (813) 389-3649 victorygroup17@outlook.com

Created and implemented the strategic plan for Army Financial Management restructure, policy, procedures and training for

over 16,000 enterprise-wide financial professionals and saving the Army nearly \$2B in the first year; and ensuring the

necessary support to the Army Campaign Plan and National Defense Strategy

Developed and executed the plan to communicate the strategic direction of Army financial management into 2028; which

included print and visual media engagements of senior executives, internal and external information and educational products,

and briefings to senior Army decision makers

Developed and taught Fiscal Stewardship curriculum, and updated enterprise fiscal strategy instruction, at the Army War

College, Command and General Staff College, and Army Senior Executive Leadership training courses

Director

2016 to 2018

Financial Management Support Center, Hawaii

Principal advisor to the commanding (chief executive) officer; manages all aspects of US Army financial services in the Pacific

Theater. Includes commercial vendor services, accounting, disbursing, and banking. Key member in strategic planning process;

developing Theater and Army Financial Services structure, policy, and standardized business processes.

Prepares financial analysis and provides input to the strategic planning process for Army contingency plans in the Pacific,

including natural disaster and continuity of operations planning

Directs, trains, and mentors a 40-person team-of-teams supporting over 22,000 employees; establishing a reputation as an

organization that gets results

Key member in the Army-wide restructure of Financial Management Services; briefs General Officers on analysis of options

Establish key Theater fiscal relationships outside direct supervisory chain to provide fiscal services across all military branches

Chief Financial Officer

2011 to 2016

Joint Special Operations Command, North Carolina

Principal advisor to the commanding officer; manages all aspects of budget formulation, execution, costing, financial services,

accounting, interpretation of legislative action, and fiscal controls in support of global operations. Key member in strategic

decision-making process; developing forward-looking solutions to complex issues. Prepares senior leaders for

Congressional

Testimony.

Prepares and executes the annual ~\$1.0B+ operating budget in accordance with US Code and GAAP, of a matrix and

multinational organization

Directs, develops, and mentors a 42-person team-of-teams supporting a global organization of over 6,500 employees;

establishing a culture of credibility, stewardship, and fiscal excellence

Leads enterprise-wide “as-is” and “to-be” analysis and blue-printing efforts for implementation of a first ever SAP/ERP

solution in preparation for congressionally mandated Financial Auditability requirements

Develops “best-in-class” fiscal controls, as documented by external auditors for 5 years

Leads enterprise Internal Control efforts; monitoring, analyzing and reporting on over 100 controls through a rigorous internal

review process; driving down operational risk and increasing organization efficiencies

Develops policy for global fiscal operations in a complex legislative environment

Lauded by senior executives for navigating the enterprise through mandated furloughs and a two-week government shutdown

Chief Financial Officer

2006 to 2011

75th Ranger Regiment, Georgia

Principal advisor to the commanding officer; managed all aspects of budget formulation, execution, accounting, and fiscal

controls in support of global operations. Participated in operational and tactical decision-making process; anticipating solutions to

complex issues in a dynamic matrix organization.

Recognized as Army Comptroller of the Year for 2009

Prepared and executed the annual \$67M operating budget in accordance with US Code and GAAP

Developed and mentored a 21-person team-of-teams supporting a global organization of over 3,100 employees; establishing a

culture of credibility, stewardship, and fiscal excellence

Led enterprise Internal Control efforts; monitoring, analyzing and reporting on controls through internal reviews.

Led a comprehensive zero-based budget review; identifying efficiencies in execution allowing for reprioritization of limited

resources toward emerging organizational priorities

Mobile: (813) 389-3649 victorygroup17@outlook.com

OTHER NOTABLE POSITIONS Logistics Officer, Joint Special Operations Task Force, Afghanistan 2011
Logistics Officer, Joint Special Operations Task Force, Iraq 2008 & 2009
Training Officer, 78th Infantry Division, Utica, NY 2001-2003
Company Commander, 101st Airborne Division, Fort Campbell, KY 1999 – 2001
Logistics Officer, 1-506th Infantry, South Korea 1998 – 1999

EDUCATION AND OTHER SPECIALIZED TRAINING

Master of Business Administration (MBA), 2004

WHITMAN SCHOOL OF MANAGEMENT, SYRACUSE UNIVERSITY, Syracuse, NY

Master of Arts in Public Administration (MAPA), 2004

THE MAXWELL SCHOOL OF CITIZENRY AND PUBLIC POLICY, SYRACUSE UNIVERSITY, Syracuse, NY

Bachelor of Science, Business Management and Administration (BS), 1993

NORWICH UNIVERSITY, NORTHFIELD, VT

Recruiting and Hiring Training (ACCU-Hire)

Lean 6 Sigma Yellow Belt Training

Active Listening Training

Civilian Supervisor Training

Certified Defense Financial Manager (CDFM)

Defense Comptroller Graduate Program, with advanced studies in Economics, Managerial Accounting, Activity-Based Costing,

Federal Contracting, DoD Comptrollership, Policy Analysis, and Project Management

Numerous military awards, including the Bronze Star and Joint Awards

I've lived in Moore county my entire life other than when I was stationed in Washington state. I love the community and culture we've developed here and would like to contribute to furthering Moore county's place as a top and proactive place to live in North Carolina. I'm a licensed contractor in residential and commercial hvac industries.

Michael bullard

375 Scott road

9105855812 Michaelbullard44@icloud.com

02/19/2022

Brian Numerick

Carthage, North Carolina, United States

brian.numerick@gmail.com 573-337-0953

linkedin.com/in/briannumerick

Summary

Management professional and 22 year military veteran. Qualifications include outstanding leadership ability with diverse groups; expertise in analyzing complex issues and designing and implementing effective solutions; excellent written and oral communication skills.

Specialties: Operations; planning; administration; research and analysis; security management; policy and doctrine development; physical security; antiterrorism; critical infrastructure protection; emergency management; continuity of operations planning; law enforcement administration.

Experience

Chief Physical Security Officer, Army Reserve Command

US Army

Apr 2011 - Present (9 years 8 months +)

Senior physical security program manager for the Army Reserve.

Lieutenant Colonel (Retired)

US Army

May 1989 - Jun 2011 (22 years 2 months)

Retired after 22 years active duty in the US Army.

Senior Operations Director, HQ Army Reserve Command

US Army

Nov 2009 - May 2011 (1 year 7 months)

Direct and control current operations for the Army Reserve Command, consisting of more than 1800 Army Reserve units and 205,000 Soldiers. Supervise and provide human resource management functions for 10 Soldiers and 2 civilian employees. Perform crisis and emergency response planning and activities, including continuity of operations (COOP) plans and programs. Manage resources, people, and activities supporting the Army counter-drug program and Operations Security (OPSEC). Manage critical information requirements, assignment and tasking of units to perform missions in support of Army requirements, and function as supervisory operations manager during emergency response operations.

Director, Police Intelligence Center, HQ Department of the Army

US Army

May 2009 - Nov 2009 (7 months)

Director of the Antiterrorism Operations Intelligence Cell (ATOIC), an intelligence, criminal intelligence, and law enforcement information fusion center in support of the Army G-3/5/7. Supervised and provided human resource management functions for a team of 13 intelligence and law enforcement professionals and managed the research, analysis, and dissemination of all-source intelligence, including criminal

Brian Numerick - page 1

intelligence, in order to provide warning of threats posed by terrorist/criminal groups to Army personnel and missions world-wide. Researched and analyzed events and provided assessment reports, briefings, and finished analysis products to assist leaders in determining terrorist threat levels, threat countermeasures, and crime prevention requirements. Provided crime trend and terror threat trend analyses in support of resource allocation decisions at the HQDA and subordinate command levels. Managed assessments of subordinate criminal intelligence programs in support of Antiterrorism. Formulated policy, and provided input into Army doctrine for criminal intelligence, and intelligence support to Antiterrorism and Protection. Prepared and presented briefings to senior Army leaders. Conducted daily staff coordination to gather, share, and disseminate current information on threats to Army equities. Significant achievements include: conducted a comprehensive ATOIC mission analysis and a bottom-up review within the ATOIC that included research and knowledge of pertinent laws, regulations, policies, principles, concepts, methodologies, and techniques in the development of criminal intelligence, resulting in a campaign plan that provided strategic focus and drove internal improvements in systems for fusing law enforcement information reporting, criminal intelligence, and terrorism intelligence threat data; credited with revitalizing the ATOIC and putting it on the cutting edge of processes and products in the area of intelligence support to Antiterrorism.

Antiterrorism Program Director, HQ Department of the Army

US Army

Jan 2008 - May 2009 (1 year 5 months)

Senior Antiterrorism (AT) Officer for the Army, reporting to the Provost Marshal General of the Army with direct support to the Army Deputy Chief of Staff for Operations, G-3/5/7. Managed the Army Antiterrorism and High Risk Personnel (HRP) programs including: strategic planning; programming and resourcing; Department level policy development; Antiterrorism assessments and evaluations to ensure program effectiveness, including executive management responsibility for Army equities in the Core Vulnerability Assessment Management Program (CVAMP); and oversight of Antiterrorism training and education programs. Represented the Army in DoD, Joint, and interagency meetings and conferences. Coordinated AT and HRP security program and policy issues at the DoD, Joint, and Service levels. Supervised and provided human resource management functions for a team of seven Antiterrorism program analysts. Managed Army Antiterrorism resources in excess of \$75M annually. Performed additional duty as Continuity of Operations (COOP) representative for the Office of the Provost Marshal General (OPMG). Significant achievements include planning and execution of two annual Army Antiterrorism Conferences with an average of 320 attendees; publication of updated Army Antiterrorism policy; development of updated Army HRP protection policy; initiation of the first ever Antiterrorism doctrinal manual; development and publication of an updated Army AT Strategic Plan; and completion of the first ever Army AT Strategic Communications Plan.

Department Head, Maneuver Support Center of Excellence

US Army

Mar 2007 - Jan 2008 (11 months)

Supervised and provided human resource management functions for a team of four military combat developers and six civilian analysts responsible for development of maneuver support future concepts, ensuring the conceptual integration of current and future tasks, capabilities, and systems to assure mobility, freedom of action, and protection of Army forces. Provided direct support to the Chemical, Engineer, and Military Police Schools, ensuring integration of concepts with doctrine, organizations, training, materiel, leader development and education personnel, and facilities (DOTMLPF). Provided oversight of analyses and studies, and integration of analytical experimentation efforts. Coordinated,

synchronized, and integrated work efforts within MANSCEN, and with other TRADOC commands and

Brian Numerick - page 2

Army, DoD, and Joint forces. Routinely supported TRADOC requirements on future force development, programs, and initiatives by determining and establishing requirements in support of these efforts. Frequently conducted simulations, studies, and experiments on concepts and equipment to support the operational requirements of the MP Corps. Routinely provided upper-tactical, operational, and strategic leadership at interpreting Military Police mission and organization requirements in fulfilling Army efforts at achieving transformation objectives. Significant achievements include development and authorship of concept paper, Illustrative CONOPS for an Integrated Recognition of Combatants (IROC) Capability for the Current and Future Joint Force in support of an emerging materiel development effort; a Joint Military Working Dog (MWD) Seminar to identify MWD capability shortfalls; and development and authorship of white paper, Family of Military Working Dog Capabilities for the Future Modular Force. Concepts Officer, Military Police School

US Army

Jun 2005 - Feb 2007 (1 year 9 months)

Facilitated and coordinated the integration of Army Reserve initiatives and issues in the exploration, development, analysis, and documentation of Joint and Army concepts, capabilities, and requirements. Developed concepts and identified doctrinal, organizational, and materiel requirements, needs and solutions to facilitate MP operations across the full spectrum of operations. Synchronized combat developments across the domains of doctrine, organizations, training, materiel, leader development and education, personnel, and facilities (DOTMLPF) for Military Police, Protection, and Maneuver Support capabilities. Routinely served as a primary Military Police, protection, and antiterrorism representative at numerous battle labs participating in simulations to test and validate concepts at the Army and Joint level. Conducted multiple reviews and analyses of Field Manuals, Army Regulations, Concept Statements, Operational Requirements, and other warfighting products to ensure synchronization of military police, protection, and maneuver support unity of effort. Provided impact assessments on issues relating to Army Reserve force structure, organizational designs, and new equipment fielding initiatives. Significant achievements include the initial conceptual work for Military Police stability policing operations.

Chief Operating Officer, Military Police Battalion

US Army

Jul 2002 - Jul 2004 (2 years 1 month)

Senior operations manager for a battalion of over 960 Soldiers assigned to eight subordinate units. Primary staff officer and principal advisor to the Battalion Commander for operations. Directed daily operations and administered readiness, mobilization, and training management programs. Prepared plans, policies, and standing operating procedures pertaining to the organization, training, and operations of military police units. Provided guidance and inspected operations, training, and antiterrorism programs of subordinate units. Lead, trained, and mentored, supervised and provided human resource management functions for over 50 assigned enlisted personnel. Assigned as Battalion Antiterrorism Officer. Significant achievements include directing and coordinating the Battalion mobilization, deployment, and re-deployment to Guantanamo Bay, Cuba in support of Operation Enduring Freedom (OEF); and synchronizing mobilization and de-mobilization activities of six subordinate units in support of OEF and Operation Iraqi Freedom (OIF).

Chief Operating Officer, Joint Detention Operations Group

US Army

Nov 2002 - Sep 2003 (11 months)

Brian Numerick - page 3

Senior operations officer for the Joint Detention Operations Group (JDOG), an organization totaling over 1300 Army, Navy, and Air Force personnel. Directed daily operations of Camp Delta and other detention facilities with the mission of detaining, securing, and sustaining up to 1000 enemy combatants and suspected members of terrorist organizations captured globally. Supervised and provided human resource management functions for an organization of five officers and 80 enlisted personnel. Significant achievements include development and publication of a completely overhauled standard operating procedures manual for the entire detainee operation in GTMO, including internal and external security, protection, and antiterrorism measures.

Deputy Chief Operating Officer, Military Police Brigade

US Army

Jun 1999 - Jun 2002 (3 years 1 month)

Deputy Chief Operating Officer for a command consisting of 35 subordinate units totaling more than 2500 Soldiers and civilian personnel. Planned, coordinated, and directed military operations and training for military police and military intelligence units. Directed and administered readiness, mobilization, and training management programs. Prepared plans and policies for the training and operations of military police units. Assisted in reviewing and writing military police, law enforcement, physical security, and antiterrorism doctrine and policy. Assigned as command Antiterrorism Officer. Planned and executed over \$1M in annual resources for training. Provided guidance and inspected operations and force protection programs such as Antiterrorism and Physical Security to ensure adherence to Army and Army Reserve policy and procedures. Supervised and provided human resource management functions for a team of 10 personnel.

Recruiting Operations Manager, Army Recruiting Battalion

US Army

Aug 1997 - May 1999 (1 year 10 months)

Regional Recruiting Director, Army Recruiting Company

US Army

Aug 1995 - Jul 1997 (2 years)

Commander, Law Enforcement Activity

US Army

Feb 1994 - Jul 1995 (1 year 6 months)

Law Enforcement Operations Manager

US Army

May 1993 - Jan 1994 (9 months)

Student, Military Police School

US Army

Nov 1992 - Apr 1993 (6 months)

Human Resources Manager, Military Police Battalion

Brian Numerick - page 4

US Army

Sep 1991 - Oct 1992 (1 year 2 months)

Law Enforcement Manager, Military Police Platoon Leader

US Army

Oct 1989 - Sep 1991 (2 years)

Student, Military Police School

US Army

May 1989 - Aug 1989 (4 months)

Education

Webster University

MA, Business and Organizational Security Management

2007 - 2009

GPA 3.89 out of 4.0

University of Tampa

B.S., Criminology

1985 - 1989

US Army Command and General Staff College

Skills

Counterterrorism • Operational Planning • Security Management • Policy • Physical Security •
antiterrorism • Intelligence Analysis • National Security • Command • Enforcement

Brian Numerick - page 5

Ron Jackson

335 fields

9109947453 9109447453

qualitybuilt1@hotmail.com Entrepreneur

I have been on planing board and board of adjustments Years ago. I have been involved in real estate for 25 years and no most state rules and regulations. I think I would fair and look at every issue on its own merit.

04/08/2020

Victor D. Deese

265 Almond Drive Cameron, NC 28326

334-224-4331 334-224-4331

victor.deese@gmail.com US Army Officer (LTC, Engineer)

24 Years of executive leadership in operational and strategic environments. I am retiring from active duty on 11/03/20.

Masters in Construction Management (Western Carolina-2019)

MPA (Webster University-2004)

BA in Political Science (UNC Chapel Hill-1993)

Seven years of local government experience as a City Planner/Project Manager (1993-2000)

Planning Board

Subdivision Review Board

05/27/2020

VICTOR D. DEESE
Lieutenant Colonel, Corps of Engineers
United States Army
Fort Bragg, NC 28310
334-224-4331
Victor.deese@gmail.com

PROFESSIONAL SUMMARY AND OBJECTIVE

Focused executive leader with 24 years of experience in positions of increasing responsibility at all levels of the United States Army. Professional Planner and Program Manager leading all aspects of physical asset management, construction, operations, and organizational development. Seeking an opportunity in a professional environment where I can apply my leadership skills, military construction experience, and entrepreneurial spirit.

FOCUS AREAS

-Strategic Master Planning -Construction & Project Management
-MILCON Budget Development -Leader & Team Development
-Facility Operations & Maintenance -Local Government Assistance

EXPERIENCE

United States Army, Engineering Officer (1996-Present)

Command Engineer (Program Manager), 1st Special Forces Command (Airborne), Fort Bragg, NC (2019-Present)

- Responsible for the planning, coordinating resources and execution of engineer support to seven (7) Special Forces Groups, two (2) Psychological Groups, one (1) Civil Affairs Brigade and one (1) Sustainment Brigade. Provides policy, guidance, direction and oversight on all aspects of a \$1 billion Military Construction program and a \$6 million annual Facility Sustainment, Restoration and Modernization program.
- Responsible for the operations and maintenance of over 12 million square feet of existing facilities. Conducts installation engagement, master planning, and global operational support requirements across the spectrum of conflict. Supports Special Forces growth and transformation in accordance with the USASOC 2035 campaign objectives.

Battalion Commander (CEO), 1-395th Brigade Engineer Battalion, Fort Hood, TX (2017-2019)

- Responsible for the training of mobilized Army National Guard and Army Reserve units deploying to Afghanistan, Iraq, and other Overseas Contingency Operations. Synchronized the planning, preparation and oversight of Crew Mounted Gunnery, Convoy Life Fires, CROWS Weapon Systems, C-IED and Protection War fighting Functions and Life Cycle battalion operations.
- Responsible for planning, resourcing, and training execution for four company teams and HQ element; developed professional, trained and ready Soldiers that were equipped with the most current lessons learned and tactics, techniques and procedures to implement relevant, realistic and challenging training on threats to deploying units.
- Responsible for the leader development of over 250 unit personnel; maintained unit asset

accountability of \$16 million and a unit operating budget of \$950K.

Engineer (Project Coordinator), Capabilities Directorate Integrations Directorate, Fort Benning, GA (2015-2017)

- Responsible for the tactical and technical engineer integration solutions across all Army mechanized, airborne and wheeled formations. Coordinated across Army proponents to accomplish project development of assigned Infantry program systems. Ensured requirements were aligned with material development cost, schedule, and performance standards. Worked with Army formations and various Fort Benning, GA agencies to provide Engineer related expertise such as CIED defeat efforts and subterranean breaching operations.

Engineer (Instructor), Combined Arms Integration Division, Fort Benning, GA (2014-2015)

- Responsible for the primary instruction of over 5,000 maneuver officers and officer candidates on Engineer Operations. Planned, prepared and executed formal instruction as part of the Maneuver Captains Career Course, Infantry and Armor Basic Officer Leaders Courses, Officer Candidate and functional courses. Instruction included leadership development, Engineer doctrine and associated techniques of engineering operations.

Operations Officer (Project Manager), 35th Engineer Battalion, Fort Leonard Wood, MO (2011-2014)

- Responsible for analyzing, planning and directing the training and operations of the largest Engineer Brigade in the Army, with a daily average of over 3,500 Soldiers and 200 civilians training and operating at six installations across the United States.
- Responsible for the oversight of brigade training, operations, planning and construction, encompassing a budget of nearly \$5 million.
- Responsible for the development of the Work Breakdown Structure, risk mitigation strategy for five facility upgrades totaling approximately \$5 million at Ft Leonard Wood, MO; monitored the project progress and communicated project status to stakeholders; project deliverables were a multi-purpose demolitions training facility, four 200 persons state of the art classrooms, two 1,500 SF latrines and two 20,000 SF storage facilities.
- Second in command of an 800 Soldier battalion; managed \$1.6 million operations budget.

Division Engineer (Program Manager), 82nd Airborne Division, Fort Bragg, NC/Afghanistan (2008-2010)

- Responsible for the development of project schedules, budgets and risk management plans; executed defined tasks and measured project performance; deliverables included over 100 living quarters spray foamed, valued at \$28 million and housing and dining facilities worth over \$300 million for the Afghan National Army; served as contracting officer representative for the afghan spray insulation contract valued at \$28 million.
- Responsible for the oversight for the execution of construction projects worth over \$300 million for the Afghan National Army, 201st Corps.
- Primary planner for all facilities maintenance and construction within the 82nd ABN DIV; managed oversight of approx. \$360 million in divisional constructions and managed facility maintenance in excess of \$5 million.
- Daily interaction with executive levels of Directorate of Public Works, Army Corps of Engineers; managed three civilian facility managers for over 200 real property facilities.
- Planned, prepared and executed engineer assessments and construction contracts; supervised construction projects that included 50 billeting huts (\$900K), guard towers installations (\$850K) and

winterization efforts (\$900K).

- Responsible for shipment of over \$950K of construction materials to those outposts; conducted battle damage assessments on enemy outposts.

Transition Team Engineer (Project Manager), 36th Engineer Group, Iraq (2005-2006)

- Responsible for the construction of the 6th Iraqi Army Housing complex in Baghdad, Iraq, to include service contracts totaling over \$1.7 million; drafted scopes of work for barracks, life support, training facilities and operational centers.

Assistant Group Engineer (Project Manager), 3rd Special Forces Group, Afghanistan/Fort Bragg, NC (2003-2004)

- Responsible for all SF Group construction projects to include force protection and quality of life projects located at eight (8) outposts, firebases and compounds. Contracts totaled over \$3 million.
- Responsible for the SOW development for the demolition and renovation of the 1st Special Forces Headquarters facility totaling approximately \$8 million on FT Bragg. Project deliverables include a newly renovated six story facility that included office space, classrooms and an auditorium.

Brigade Training & Construction Officer, 20th Engineer Brigade, Fort Bragg, NC (2000-2003)

- Responsible for analyzing, planning, coordinating and directing the training and operations of one of the largest Engineer Brigades in the Army, with a daily average of over 3,500 Soldiers and 200 civilians training and operating at six installations across the United States.

Senior Village Planner, Village of Pinehurst, NC (1999-2000)

- Provided Planning and Zoning staff augmentation that included technical and strategic planning, site plan review, zoning and code enforcement expertise. Served as liaison to the Planning and Zoning Boards and Board of Adjustment.

Project Manager, The Wooten Company, Greenville, NC, (1994-1999)

- Managed six local government Community Development Block Grant (CDBG) Programs totaling over \$10 Million. Responsible for drafting the Scope of Work, bidding process, contract award and construction inspections of over 300 residential structures.
- Provided staff augmentation that included technical planning, zoning and code enforcement expertise to NC municipalities such as the City of Lumberton and Town of Bethel.

EDUCATION

Western Carolina University	Cullowhee, NC
-Masters degree in Construction Management	January 2016-May 2019

Air University, Maxwell Air Force Base	Montgomery, AL
-Masters degree Military Operational Art & Science	July 2010-June 2011

US Army Engineer School	Fort Leonard Wood, MO
-Engineer Officer Advance Course Graduate	May 2004-October 2004

Webster University	St. Louis, MO
-Masters degree in Public Administration	October 2002-October 2004

US Army Engineer School Fort Leonard Wood, MO
-Engineer Officer Basic Course Graduate November 1996- April 1997

UNC Chapel Hill Chapel Hill, NC
-BA in Political Science, Concentration in Public Administration May 1990-August 1993

PROFESSIONAL SCHOOLS

Joint Engineer Officer Course (JEOC)
Engineer Advanced Officer's Course
Engineer Basic Officer's Course

PROFESSIONAL MEMBERSHIPS

Society of American Military Engineers (SAME)
Army Engineer Association (AEA)
Veteran of Foreign Wars (VFW)
Military Officer's Association of America (MOAA)
Project Management Institute (PMI)
American Planning Association (APA)

REFERENCES

Lieutenant Colonel James Welch, Battalion Commander, Birmingham, AL, (706) 626-2416
Colonel Mike Biankowski, Director of Instruction, Fort Leonard Wood, MO, (912) 435-8987
Steve Player, The Wooten Company, Raleigh, NC, (919) 828-0531
Colonel Scott Preston, District Commander, Tulsa, OK, (703) 389-7991
Dr. George Ford, Director, Mississippi State University, Starkville, MS, (828) 506-9942

SECURITY CLEARNCE

Top Secret, Sensitive Compartmented Information (TS/SCI); Expires 2026

PROFESSIONAL CERTIFICATIONS

OSHA 40 HAZWOPER: Certificate #2001121311933 (Issued 1/12/2020)
Project Management Professional (PMP) Certificate of Completion-35 PDUs (Issued 11/6/2019)

Retired Marine Judge Advocate. Two years Long Range Planning Board for Foxfire. 10 years as Council member and Mayor Foxfire Village. Past member of Moore County Transportation Committee, Past member and Vice Chair of Triangle J Regional Transportation Advisory Committee.

Edward M. McCue III (Mick)

7 Oak Hill Drive Foxfire Village, NC 27281

703-389-9010 mickmc@nc.rr.com

04/28/2022

Retired from UPS. 36 years with UPS of which 33 were in management. At retirement, I was Sr Director USOperations for UPS Supply Chains Solutions Healthcare with responsibility for 14 DC's, over 1K employees and approximately 150 management people. Developed strategic plans and responsible for daily operational and financial performance.

Hugh David McLean

5800 S Plank Rd, Cameron, NC 28326

919-770-7243 dmclean0608@gmail.com

05/24/2022

Registered Consulting Forester/ Real Estate BrokerBoard Member-Vice Chairman, Environmental Impact Resource
Conservation and DevelopmentMember of Association Of Consulting ForestersPrior Board Member Voluntary Agricultural
District Board, Moore CountyPrior Board Member Mid Carolina MLS

Matthew L. Wimberly

P.O. Box 7 West End, NC 27376

9106390124 wimberly@forestlandrc.com

05/23/2022

Agenda Item:

Meeting Date: 06/07/2022

MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Laura M. Williams, Clerk

DATE: 05/25/2022

SUBJECT: Appointments / Sandhills Community College Board of Trustees

REQUEST:

Appoint member to the Sandhills Community College Board of Trustees.

BACKGROUND:

The current term of service for College Trustee Joseph Clendenin expires June 30.

IMPLEMENTATION PLAN:

Clerk will make notification of appointment and update records.

RECOMMENDATION SUMMARY:

Make a motion to appoint a member to the Sandhills Community College Board of Trustees for a four-year term effective July 1, 2022, and expiring June 30, 2026.

ATTACHMENTS:

Appointment Applications

Local Business owner since 1998 and current owner of Southern Pines Ace Hardware and Seven Lakes AceHardware
Resident of Whispering Pines since 1998
Whispering Pines Village Councilperson for 2 consecutive terms
Moore County Commissioner for 4 years
Currently on Sandhills Horticulture Board
Currently on Moore County Chamber of Comme

Randy Saunders

26 Goldenrod Drive, Whispering Pines, NC 28327

910-638-3978 rsaunders@southernpinesace.com

05/01/2022

Dr. Pamela Herbig Wall

10 Sunset Lane, Jackson Springs, NC 27332

2672430801 2672430801

luvridley@aol.com college professor; nurse practitioner

clinical associate professor; psychiatric nurse practitioner; USN nurse corps veteran retired; NC IOPL graduate

Board of Health

Nursing/Adult Care

Community Collge

Social Services

10/06/2021

Linda Vandercook

36 Pine Ridge Dr, Whispering Pines, NC 28327

253-267-4345 253-267-4345

LMVANDER@OUTLOOK.COM Operations Program Manager

Accomplished software developer turned program manager with over 20 years of broad IT experience and 12years of software development. Multi-faceted volunteer experience, supporting local charities and organizations. Served in roles as treasurer, planning committee member, and board member.

Community College Trustees

Jury Commission

Workforce Development Board

Local Emergency Planning Committee

01/23/2021

LINDA VANDERCOOK

Email: lmvander@outlook.com Ph: 253-267-4345

Whispering Pines, NC

OBJECTIVE

Actively engage in Moore county boards to support and further develop my local community.

BACKGROUND

Multi-faceted volunteer experience, supporting local charities and organizations—driving change through fundraising and hands-on involvement. Spanning beach and trail clean-up, Habitat for Humanity, voter engagement, and animal shelters. Served in roles as treasurer, planning committee member, and board member.

Accomplished software developer turned program manager with over 20 years of broad IT experience and 12 years of software development.

Proven ability to deliver customer-critical solutions within tight deadlines. Possesses strong problem-solving aptitude, technical writing skills, and demonstrated ability to learn new skills, allowing faster implementation of new technologies and project advancement.

PROFESSIONAL EXPERIENCE

Operations Program Manager Feb 2018 – current
ThriftBooks Global, Tukwila, WA (remote)

ThriftBooks is the world's largest online used book seller, carrying over 8 million books in stock at any given time, selling and shipping over 100,000 books daily. Innovation in processing and selling of used books has allowed ThriftBooks to dominate the online used book market. Its entire process of sales and fulfillment was developed internally using the latest technology and supply methods.

- Refine and build the operations program roadmap over time to achieve and maintain operational efficiency in our fulfillment center and logistics operations
- Work closely with business partners to understand business and functional requirements and prioritize appropriately
- Drive operations engineering programs through project completion within time, cost, and quality constraints
- Establish and maintain cross-functional, integrated project plans and schedules
- Communicate project status to stakeholders and proactively inform management of issues and risks

Software Developer July 2010 – Feb 2018
ThriftBooks Global, Tukwila, WA

- In-house subject matter expert on key Processing Center applications and fulfillment chain
- Developed cross-department application for managing buyers, suppliers, and loads, serving as first-contact data collection system for logistics, integrated with account management and accounting
- Started as only developer on staff, developing warehouse applications and collaborating with C-suite team, supporting department growth into 12-person development team

Application Systems Analyst/Programmer, Senior June 2008 – June 2010
DLA-DLIS, Federal Center, Battle Creek, MI

Defense Logistics Agency (DLA) provides supply support and technical and logistics services to all US uniformed services and several federal agencies. The agency is the one source for nearly every consumable item, whether for combat readiness, emergency preparedness, or day-to-day operations inside Department of Defense (DOD).

- Managed all phases of development--requirements/specifications meetings, design, prototyping, coding, and final user sign-off
- Assumed existing Web development project, coordinated, and completed its functionality, ultimately bringing it to go-live and into the next development phase
- Created data fixes and report queries to support mission-critical contractual changes and government-to-vendor obligations

VOLUNTEER EXPERIENCE

Treasurer, voting board member, and volunteer 2018 – 2020
Rabbit Haven, Gig Harbor, WA

- Prepare financial statements and ensure reporting compliance with local and state laws
- Participate in board meetings to actively drive the direction of the shelter and events
- Donor manager and fundraising
- Hands-on shelter volunteer

EDUCATION

Bachelor of Science in Computer Science December 2008
Western Michigan University, Kalamazoo, MI

- Graduated Summa cum Laude, College of Engineering and Applied Sciences

Bachelor of Arts in English May 1999
University of Colorado, Colorado Springs, CO

- Graduated Summa cum Laude, with distinction, College of Arts, Letters, and Sciences

References available upon request

Dr. Kimberly Elizabeth Scruton
1 Lake Vista Lane, Pinehurst, NC 28374
9107090047 9107090047
kescruton@gmail.com Dean, Reeves School of Business

11/06/2019

David Evans Williams
1165 Morganton Road, Pinehurst, NC 28374
910-215-7548 910-215-7548
dewdew17@gmail.com Retired United State Air Force Health
Worker

Board Of Health
Community College Trustees
09/06/2020

Biography

September 2020

David Evans Williams

David Evans Williams was born in Anderson, South Carolina in 1953 as a United States Air Force BRAT. His coming to Pinehurst, North Carolina in Aug 2003 was his twenty-eighth move in his lifetime. He now calls the Sandhills his home and final resting place?

David retired from the United States Air Force in 1996 with 23 ½ years of active duty service. And was the Dental Health Program Manager (Assistant Director) for three dental care centers with FirstHealth of The Carolinas Healthcare System in Pinehurst, NC until January 2013. He is now completely retired and has more than 40 years' experience in clinical dentistry and dental clinic administration, teaching dental classes (to include infection control, hazard communications, instruments, all facets of chairside assisting, etc.) banking (former De Novo bank original organizer and Vice President), marketing, public relations, business development, advertising, sales culture training, and business management. David has a Master of Arts degree in Management and Supervision from Central Michigan University, in Mt. Pleasant, Michigan, a Bachelor of Arts degree in Business Administration and Dental Assisting (double major) from Culver-Stockton College in Canton, Missouri, and an Associate in Applied Sciences in Expanded Duty Dental Assisting from The Community College of The Air Force. David is a past member of the North Myrtle Beach Rotary from 2001-2002 and past member (2005-2013) and President (2007-2008) of the Pinehurst Rotary Club. He also has been registered with Boy Scouts of America for 39 years and presently serves on Pinehurst NC, Troop 807's Troop Committee. He was active in the Moore County (NC) Chamber of Commerce in 2004 serving as an Ambassador and as original weekly Networking Group Leader. In 2004 he was Ambassador of the Month and was later selected as the Ambassador of the Year for 2004. He has served on the Moore County Board (since September 2012) for Partner's for Children and Families (Smart Start); in August of 2013 he was nominated and approved as Moore County Smart Start Chairman of Board of Directors and reapproved again in August 2015. He resigned as the Board Chairperson in the fall 2018 to serve an 18-month senior couple mission for his church in the Oregon Salem Mission.

He and his wife lived in Lebanon, Oregon and served from July 2019 to March 2020 and returned early due to the Covid-19 crisis.

David is married to the former Sheila McAdams of Townville, South Carolina and they have four sons, all whom are Eagle Scouts and served around the world as full-time Spanish-Speaking missionaries (each served for two years in Northern Spain; Nevada; Oaxaca, Mexico; and Arizona/Texas/New Mexico). They have four daughters-in-law and five grandsons and three granddaughters.

DAVID EVANS WILLIAMS

1165 Morganton Rd

Pinehurst, NC 28374

(910) 215-9443 (H) (910) 215-7548 (C)

SUMMARY

Highly energetic, results-oriented team leader with proven supervisory, management, and administrative expertise. Broad experience in banking, finance, education, quality leadership, health/dental industries, federal government organizational leadership, and community service, with ability to teach and manage diverse activities while achieving desired objectives. Strong interpersonal and project accomplishment skills with an excellent track record in the development of people through effective communication.

EXPERIENCE

FIRSTHEALTH of THE CAROLINAS

Dental Program Manager

Pinehurst, NC

Mar 05-Jan 2013

Coordinates multi-million-dollar dental program activities to include: developing business office protocols and manages business

aspects of three dental care centers, personnel supervision and hiring, plans prevention/education activities, promotes performance

improvement, facility maintenance/construction, budget preparation/management, manages outside contracts, provides resources for

language/cultural variations, equipment/supply management, manages safety/infection control measures, coordinates/facilitates staff

education, manages patient satisfaction, manages and prepares internal and external reports for dental services

JOSEPH N. CATLETT, Jr., P.A.

Practice Administrator

Fayetteville, NC

Dec 04 – Feb 05

Responsible for achieving excellence in patient care and key performance indicators, establishing best practices; administration,

procedures, patient records and relations, policies, finances, personnel, marketing, public relations, advertising, business

development, regulation compliance, training, supervision, vendor coordination, project management, and all related practice

functions

KIRK TRANSPORTATION, INC. (KIRK TOURS)

Vice President, Marketing and Administration

Pinehurst, NC

Aug 03 – Dec 04

Responsible for company marketing, business development, public relations, advertising, and administration functions to include establishing risk management controls, and strategic planning

SOUTH CAROLINA FEDERAL CREDIT UNION

Internal Auditor

North Charleston, SC

Apr 03-Aug 03

Performs initial operational assessments and internal audits of all operational, effectiveness and efficiency, compliance, information

systems, financial risk and fraud areas, develop audit programs and internal control questionnaires, and perform audits of the

appropriate audit units as planned and/or approved. Assists Director, Internal Audit in planning, revising, and achieving the annual

administrative and operational department goals, providing consulting services for internal customers on risk, internal control and

audit issues, and cross train and perform as the back up in the coordination process for the NCUA examination cycle and CUMIS

review.

TIDELANDS BANCSHARES, INC., Holding Company for Tideland Bank, a proposed De Novo bank

Vice President/City Executive and Assistant Vice President/Operations

Mt Pleasant, SC

July 02 – Apr 03

Original Organizer involved in most aspects of the bank organization and planning process to include holding company secretary,

bank policy writing/proofing, stock offering sales/management, many administrative and operational functions to CEO, CFO,

CLO (letters, tables, spreadsheets, analysis, supplies, working issues, problem solving, etc.), human resources management

(organization, interviewing, planning for personnel development and training, etc.), bank security officer, notary public, facility

manager, vendors coordination (establish/maintain relationships with over 18 vendors), warehousing loans (creating opportunities),

marketing, compliance preparation, establishing community relations, planning for deposit relationships.

DAVID EVANS WILLIAMS

Page 2

EXPERIENCE (continued)

FIRST FEDERAL (FORMERLY PEOPLES FEDERAL) SAVINGS AND LOAN ASSOCIATION

Assistant Vice President/Branch Manager/Loan Officer

North Myrtle Beach, SC

May 00 – Jun 02

Sought (unsolicited) by Regional Leader to become leader responsible for total accountability for retail branch office in meeting sales, service, and operational objectives of the Association. Develops and maintains Customer and Staff relationships for 6-person, \$28,000,000 deposit branch.

. After only 6 months in position/selection period my leadership contributed to our four branch Region being selected as Region of Year, FY 2000, and head teller, one of three tellers of year.

. Recognized Holding Company wide for Business Development (Relationships) accomplishments and leadership; my branch one of eight branch Region selected as Region of Year FY 2001 and 2002; my branch top 4 out of 17 in Branch of Year award 2002; exceeded goals 5 of 7 areas (avg. 121% in 4); my branch noted in 2002 as probably best in its 20 year history.

COASTAL FEDERAL SAVINGS BANK

Assistant Vice President/Personal Banking Leader (Branch Manager)/Loan Officer,

Myrtle Beach, SC

Oct 98 – May 00

Selected from other bank leaders to build and maximize the deposit/loan base and net profitability for the largest of 11

branches in this community bank.

. Leader responsible for a 13-person bank Sales Center (branch) including consumer and commercial loans, deposits (over \$82,000,000 deposits with total bank assets \$740 Million plus).

. Responsible for managing and monitoring activities of all teller functions, budget and facility operations, security; recognized by board members and bank president for superior leadership.

. Major Accomplishments: Since I assumed this position and under my financial management oversight the Net Income Contribution From 1 October 98 to 1 October 99 increased 61%. Significant teamwork, business development, and sales attitude improvement; results: Business Checking's growth was 142.73% and Personal Checking's growth was 20.98% from Feb 99 to Feb 00.

Merchant Account Sales Group Leader, Myrtle Beach, SC

Oct 97 to Sep 98

Selected from other bank leaders to build and maximize the Merchant Account Services Program's profitability potential of this bank in its marketplace.

. Supervised the servicing of over 150 Merchant Accounts with approximately \$30 Million in gross annual credit card sales and over 220,000 annual credit card transactions with total bank assets \$600 Million plus.

. Consistently ensured operation met all federal and state regulations.

. Major Accomplishment: Revamped entire Merchant Account Portfolio, thus realizing a turn around in one year which resulted in this bank program going from a negative to a positive.

COASTAL FEDERAL SAVINGS BANK

Office Sales Group Leader-Branch Mgr./Loan Officer, Myrtle Beach, SC

May 96-Oct 97

Leader responsible for a 7-person bank Sales Center (branch) including consumer and commercial loans, deposits, and savings (over \$30,000,000 deposits with total bank assets \$480 Million plus).

. Responsible for managing and monitoring activities of all teller functions, budget, and facility operations.

. Major Accomplishments: Deposit/loan growth

DAVID EVANS WILLIAMS

Page 3

EXPERIENCE (continued)

KIRK TOURS AND TRANSPORTATION, INC.

Vice President, Marketing & Operations, Southern Pines, NC

Mar 96-May 96

Manager for marketing sports tours and generating new business. Administrator for computer operations. Corporate executive manager, assisted in formulating corporate strategic planning and continuous process improvement.

TRIDENT TECHNICAL COLLEGE, CHARLESTON, SC

May 95 to Aug 95

College Instructor Business Department, Business 101 – Introduction to Business (Adjunct Faculty)

UNITED STATES AIR FORCE

Dental Clinic Administrator, Worldwide

Aug 72-Jan 96

Managed and supervised the daily and long-range operation of 8 dentist and 33 ancillary dental clinic and dental laboratory (2 clinics and labs); monitored, initiated, wrote local directives; oversight of \$2.5 million dental care operation; executive manager for ancillary staff; coordinated with various community agencies;

ensured all dental technical and administrative practices were in compliance with local, higher level, Joint Commission for Accreditation of Healthcare Organizations (JCAHO), and Federal regulations; produced reports and correspondence for local and higher-level management; resolved customer (patient) complaints; total quality management (quality improvement) instructor and Facilitator, and trained in quality team dynamics, and teams and

tools (systematic approach to problem solving). Dental Assistant/Hygienist, Expanded Duty Dental Assistant, Ancillary Technician Manager and Dental Materials Manager; researched and requisitioned hundreds of thousands of

dollars' worth of state-of-the-art medical and dental equipment and supplies; provided professional direct patient care

and dental assisting procedures to dentists and dental patients; trained on OSHA infection control measures.

· Major Accomplishments: Contributed to morale and staff cohesiveness with development of internal morale/welfare/recreation committee and submitted

subordinates for recognition which resulted in highest number of awards in my unit's history in 1993; significantly contributed to 1994 accreditation with commendation from JCAHO; supervised a \$700,000 cost avoidance to USAF, based on \$2.5 million of dental care; Expert executive oversight and outstanding results in 1993 Health Services Management Inspection; TQM involvement and development of continuous process improvement culture.

EDUCATION

M.A. in Management and Supervision (Concentration - Business MGT) - 1981

Central Michigan University, Mt. Pleasant, Michigan

B.S. in Business Administration and Dental Assisting (Double Major) - 1979

Culver-Stockton College, Canton, Missouri

Associate in Applied Sciences (Expanded Duty Dental Assisting) - 1978

Community College of the Air Force, Maxwell AFB, Alabama

OTHER ACHIEVEMENTS

Current International Passport and willing to travel

Over 23 years in healthcare/dental industries in various technical, administrative, and leadership positions

Banking - over 500 hours of various banking and lending courses/training

Total Quality Management - over 500 hours of various quality training/experience (Completed 28 hours

Seminar - Stephen Covey's 7 Habits of Highly Effective People)

Member -American Planning Association

American Society for Quality Control (ASQC)-inactive.

American College of Healthcare Executives (ASSOCIATE STATUS)-inactive; Lowcountry

Healthcare Executive Network (ACHE affiliate healthcare executive group) - past

Civic Club Vice-president and Treasurer - past

School Board Chairman and member 3 years - past

Married with four sons (all four are Eagle Scouts)

Excellent Health (non-smoker)

Graduate Hilltop (honors) Culver-Stockton College (3.4 GPA)

Graduate Central Michigan University (3.51 GPA)

Outstanding Young Man of America, 1988

Recipient of the District Award of Merit, 1995 - Boy Scouts of America's highest adult recognition award on the district level

Member of North Myrtle Beach Rotary – Director of Club Services for 2001-2002

Appointed by Mayor of City of Myrtle Beach, South Carolina as a Planning and Zoning

Commissioner, June 97 – June 2002 (subcommittee to establish Affordable Housing Trust Fund)

Boy Scouts of America 27 years (past- Scoutmaster, Cubmaster, Explorer Post Advisor);

Presently member of Troop 807 Committee Member

Member of The Institute of Internal Auditors - inactive

Moore County, NC Chamber of Commerce - Sandhills Hospitality Association and Human Resource Executive Association member 2003-2004

Moore County, NC Chamber of Commerce, 2003-2004 - Member-to-Member Networking Group Leader; Ambassador of the Month and 2004 AMBASSADOR OF THE YEAR

Rotary – member and President (2007-08) of Pinehurst Rotary Club, District 7690, Pinehurst, NC

Prancing Horse Therapeutic Riding Organization – Task Force Leader to facilitate move - 2006-07

Chairman of Board of Directors for Moore County Partners for Families and Children 2013-2018

REFERENCES, CERTIFICATES, TRANSCRIPTS, AVAILABLE UPON REQUEST

ADDITIONAL EXPERIENCE CONSIDERATIONS

DAVID E. WILLIAMS

Management/Leadership Training Course

FIVE MAJOR MODULES - Human Resource Development, Behavior Analysis Module, Leadership and Planning, Organizational Management Module, Selected Leadership and Management Topics

CLASSES INCLUDED IN THESE FIVE MODULES (also several case studies):

- Communication skills (4 research papers/speeches)
- Effective listening and speaking
- Time management
- Writing skills
- Problem process analysis
- Quality teams and tools
- Self-concept
- Values
- Self-discipline
- Social initiatives
- Leadership stress
- Physical fitness
- Interpersonal relations
- Personal Profile System ® by Carlson Learning Center
- Creative problem solving
- Situational leadership
- Contemporary motivation
- Power
- The development cycle
- Performance counseling
- Strategic planning
- Organizational design
- Organizational norms
- Organizational change
- Organizational conflict
- Traits of successful people

THESE CLASSES TOTALED 83 HOURS

Agenda Item:

Meeting Date: 06/07/2022

MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Laura M. Williams, Clerk

DATE: 06/03/2022

SUBJECT: Appointments / Transportation Advisory Board

REQUEST:

Reappoint three members to the Transportation Advisory Board.

BACKGROUND:

Current terms of service for Transportation Advisory Board members Maria Campbell (College representative), Kimmie Dowdy (DSS representative), and Sean McCormick (public representative) expire June 30 and each is recommended for reappointment.

IMPLEMENTATION PLAN:

Clerk will make notification of appointments and update records.

RECOMMENDATION SUMMARY:

Make a motion to reappoint Maria Campbell, Kimmie Dowdy, and Sean McCormick to the Transportation Advisory Board for three-year terms expiring June 30, 2025.

Agenda Item:

Meeting Date: 06/07/2022

MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Laura M. Williams, Clerk

DATE: 05/25/2022

SUBJECT: Appointments / Workforce Development Board

REQUEST:

Appoint new member to the Workforce Development Board.

BACKGROUND:

The current term of service for Workforce Development Board member Andi Korte expires June 30. Ms. Korte is also retiring from Sandhills Community College and Michelle Bauer, Associate Vice President of Continuing Education and Workforce Development, has been recommended to fill this position.

IMPLEMENTATION PLAN:

Clerk will make notification of appointment and update records.

RECOMMENDATION SUMMARY:

Make a motion to appoint Michelle Bauer to the Workforce Development Board for a three-year term effective July 1, 2022 and expiring June 30, 2025.

Post Office Box 1883
Asheboro, North Carolina 27204-1883
Telephone :(336) 629-5141 FAX :(336) 629-1290

WORKFORCE DEVELOPMENT BOARD APPOINTMENT APPLICATION

Nominating Entity: _Sandhills Community College _____

Name of Nominee: Michelle Bauer

Home Address: 408 Foxcroft Road

Whispering Pines, NC 28327

Telephone:

Business: (910) 695-3912 FAX: (910) 692-6998_ _____

Home: (910) 639-5079 Email: bauerm@sandhills.edu

Employer: Sandhills Community College

Address: 3395 Airport Road

Pinehurst, NC 28374

Position: Associate Vice President of Continuing Education & Workforce Development

Description of Business: Higher Education

Enter "S" for Small Business and "M" for Minority:

Local Area Use Only

Appointment Period:

Board's Vision

"The Workforce Development Board will be recognized as the catalyst between individuals' education and training and employers' needs through the effective utilization of available resources"

Agenda Item:

Meeting Date: 06/07/2022

MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Laura M. Williams, Clerk

DATE: 06/03/2022

SUBJECT: Appointments / Partners in Progress

REQUEST:

Appoint commissioner member to the Partners in Progress Board of Directors.

BACKGROUND:

The Board of Commissioners has a seat on the Partners in Progress Executive Committee that is currently filled by Chairman Quis and also has a seat that was held by the late Commissioner Louis Gregory on the Board of Directors.

IMPLEMENTATION PLAN:

Clerk will make notification of appointment and update records.

RECOMMENDATION SUMMARY:

Make a motion to appoint a commissioner member to the Partners in Progress Board of Directors.