MOORE COUNTY BOARD OF COMMISSIONERS

MONDAY, DECEMBER 6, 2021, 10:30 A.M.

ORGANIZATIONAL AND REGULAR MEETING

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

I. APPOINTMENT OF CHAIRMAN

II. APPOINTMENT OF VICE CHAIRMAN

III. PUBLIC COMMENT PERIOD

IV. ADDITIONAL AGENDA

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

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

A. Public Official Bonds
B. Minutes: November 16, 2021, Regular Meeting
C. Budget Amendments
D. Cell 6 Landfill Expansion Capital Project Ordinance Revision 6
E. Regional Land Use Advisory Commission (RLUAC) Bylaws Revisions
F. Amendment #1 to Contract with Duke University for RACE-CARS Study

VI. RECOGNITIONS

A. Robert Wittmann, Health Director (Board of Commissioners)

VII. PRESENTATIONS

A. Finance – Comprehensive Annual Financial Report (Tom McNeish, CPA – Elliott Davis, PLLC)

B. Finance – Quarterly Fiscal Report for Sandhills Center (Caroline Xiong, Finance

Director)

VIII. PUBLIC HEARINGS

IX. OLD BUSINESS

X. NEW BUSINESS

A. Sheriff – Request for Approval of Amendment to Contract with Stanley Convergent Security Solutions (Captain Bill Flint)

B. Public Works – Request for Approval of Contract for Purchase of Vac Truck (Randy Gould, Public Works Director)

C. Legal – Request to Revise Personnel Policy to Implement New Local Act, Session Law 2021-188 (Misty Leland, County Attorney)

XI. APPOINTMENTS

A. Board of Health

B. Local Emergency Planning Committee

C. Nursing and Adult Care Home Community Advisory Committee

D. Transportation Advisory Board

E. Pinebluff Planning/ Board of Adjustment ETJ

XII. ADDITIONAL AGENDA

XIII. MANAGER'S REPORT

XIV. COMMISSIONERS' COMMENTS

XV. CLOSED SESSION – if necessary

ADJOURNMENT

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

TUESDAY, NOVEMBER 16, 2021

REGULAR MEETING

The Moore County Board of Commissioners convened for a Regular Meeting at 5:30pm, Tuesday, November 16, 2021, in the Commissioners' Meeting Room of the Historic Courthouse, One Courthouse Square, Carthage, North Carolina.

Commissioners Present:

Chairman Frank Quis, Vice Chairman Louis Gregory, Jerry Daeke, Catherine Graham, Otis Ritter

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Chairman Quis called the meeting to order. Reverend John Kane of St. Anthony of Padua Catholic Church offered the invocation and Solid Waste Director David Lambert led the Pledge of Allegiance.

Chairman Quis noted he had recently had the pleasure to represent the Board at the dedication for the Seven Lakes Wall of Honor.

PUBLIC COMMENT PERIOD

The following offered comment: Mike O'Dea, Mike Freidel, Keith Clark, Beth Ann Pratte, Kevin Lewis, and Marge Swierz.

ADDITIONAL AGENDA

Commissioner Graham requested that items I and J (vehicle purchase contracts) be moved from the Consent Agenda to New Business as Items C and D.

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 Daeke, the Board voted 5-0 to approve the following consent agenda items:

Minutes: November 2, 2021, Regular Meeting

Resolution Adopting Records Retention and Disposition Schedules Dated 10/1/21

Tax Releases/Refunds – October 2021

Budget Amendments
Personnel Policy Revision (Article VII)
Position Classification and Pay Plan, Effective January 1, 2022
Resolution Accepting Final High Offer to Purchase LRK# 00991604
Resolution Authorizing Upset Bid Process for LRK# 00045503
Airport Project Budget Ordinance and Resolution for Project # 36244.57.14.2
Airport Project Budget Ordinance and Resolution for Project # 47208.3.1
Airport Project Budget Ordinance and Resolution for Project # 36237.67.11.1, Rev. 1
2022 North Carolina Emergency Management Grant Program
Opioid Settlements

The retention schedule resolution, tax releases/refunds resolutions, budget amendments, personnel policy revision (Article VII), resolution accepting offer to purchase, resolution authorizing upset bid process, Airport project budget ordinance and resolution for Project # 36244.57.14.2, Project # 47208.3.1, and Project # 36237.67.11.1 are hereby incorporated as a part of these minutes by attachment as Appendices A, B, C, D, E, F, G, H, and I, respectively.

RECOGNITIONS

Digital Inclusion Month

Information Technology Director Chris Butts presented a proclamation for Digital Inclusion Month and he updated the Board regarding the efforts to date of the recently formed Digital Inclusion Task Force. Upon motion made by Commissioner Daeke, seconded by Commissioner Ritter, the Board voted 5-0 to adopt the proclamation declaring December 2021 as Digital Inclusion Month in Moore County. The proclamation is hereby incorporated as a part of these minutes by attachment as Appendix J.

PRESENTATIONS

Citizens Pet Responsibility Update

Ms. Angela Zumwalt and Dr. Tom Daniel provided a presentation to update the Board on the Citizens' Pet Responsibility Committee. Following the presentation, Commissioner Graham commented on the positive report and said it reminded everyone that Moore County was a good place to live with a lot of good people. She said the taxpayers received a lot more from the Citizens' Pet Responsibility Committee than the commissioners allowed them to give. The presentation is hereby incorporated as a part of these minutes by attachment as Appendix K.

NEW BUSINESS

Administration – Request for Approval of Special Inspections Contract for Courthouse Project

Capital Projects Manager Rich Smith requested the approval of a contract with Geo-Hydro Engineers for inspections for the new court facility project. Chairman Quis asked if this was a budgeted item and Mr. Smith said yes. Chairman Quis inquired regarding whether someone would be present each and Mr. Smith explained that at times there would be and other times there would not, and the front end of the project would be a heavily attended time. Commissioner Gregory commented that a lot of thought had been given to this project and once it was completed, the citizens would have something of which they could be very proud. He said he appreciated all of Mr. Smith's effort. Upon motion made by Commissioner Daeke, seconded by Commissioner Ritter, the

Board voted 5-0 to approve the agreement proposal to provide construction materials testing and special inspections between owner and contractor and have the Chairman execute the same.

Solid Waste – Request for Adoption of a Resolution Authorizing a Land Swap

Solid Waste Director David Lambert presented for the Board's consideration a resolution authorizing a land swap. Upon motion made by Commissioner Graham, seconded by Commissioner Daeke, the Board voted 5-0 to adopt the resolution authorizing the land swap arrangement whereby County of Moore receives a portion of PAR ID 00057409 from Hope Wilson and Hope Wilson receives a portion of PAR ID 00053332 from Moore County and authorize the Chairman to sign all necessary documents. The resolution is hereby incorporated as a part of these minutes by attachment as Appendix L.

Property Management – Request for Approval of Two Contracts with Capital Ford, Inc.

Property Management Director Gene Boles presented a request for approval of two contracts for the purchase of a total of five vehicles. Commissioner Graham asked whether any Moore County businesses were able to bid and Mr. Boles explained that the State contract allowed any Ford dealer across North Carolina to bid and said he did check locally and they could not get to the same price. Commissioner Gregory asked how old the vehicles being replaced were and what the longevity of the new ones would be and Mr. Boles reviewed that information and noted that some would be repurposed in the County's fleet. Upon motion made by Commissioner Graham, seconded by Commissioner Ritter, the Board voted 5-0 to approve two contracts with Capital Ford, Inc. for five new vehicles and authorize the Chairman to sign.

Property Management – Request for Approval of Three Contracts with Performance Automotive Group

Property Management Director Gene Boles presented a request for approval of three contracts for purchase of a total of six vehicles. Commissioner Graham asked if he had reached out locally for these and Mr. Boles explained that for part of these, he did not due to availability. Chairman Quis noted there were three contracts and Mr. Boles discussed that this was because there were different specifications and arrival times. Upon motion made by Commissioner Daeke, seconded by Commissioner Graham, the Board voted 5-0 to approve three contracts with Performance Automotive Group for six new vehicles and authorize the Chairman to sign.

APPOINTMENTS

Juvenile Crime Prevention Council

Upon motion made by Commissioner Graham, seconded by Commissioner Gregory, the Board voted to reappoint Jason Blackburn, Renee Brooks, and Buddy Howell to the Juvenile Crime Prevention Council for two-year terms expiring November 30, 2023.

MANAGER'S REPORT

County Manager Wayne Vest commented regarding the following:

• A token of appreciation was provided at each commissioner’s seat which would also be part of the annual employee recognition the following week. Mr. Vest thanked the Board for their support of the longevity program.
• A call was received regarding the State budget and it was reported the Governor intended to sign it. The budget would include $9.6M for the repair and restoration of Woodlake Dam.

• A stay was issued by the court regarding the OSHA vaccine mandate. County staff continued to monitor this and there were no plans for the State to enforce it while it was in court.
• Mr. Vest would be out of town the rest of the current week and the following week.
• The letter of intent was received from Foundation Forward for the Charters of Freedom. The commissioners had approved the site adjacent to the court facility. It could be under construction as early as January and be done around March/April. If the Board decided to move forward with the additional civil rights amendment pedestal, Moore County could likely be the first in the State to have it.

ADJOURNMENT

There being no further business, upon motion made by Commissioner Graham, seconded by Commissioner Daeke, the Board voted 5-0 to adjourn the November 16, 2021, Regular Meeting of the Moore County Board of Commissioners at 7:04pm.

Francis R. Quis, Jr., Chairman

Laura M. Williams, Clerk to the Board

RLUAC Bylaws Revisions

Agenda Item: ___________ Meeting Date: December 6, 2021 MEMORANDUM TO THE BOARD OF COMMISSIONERS FROM: Debra Ensminger Planning & Transportation Director DATE: October 27, 2021 SUBJECT: Regional Land Use Advisory Commission (RLUAC) Bylaws Revisions PRESENTER: Debra Ensminger REQUEST: This is a request to consider approving the revised bylaws of the Regional Land Use Advisory Commission (RLUAC), of which Moore County is a member. BACKGROUND: The Regional Land Use Advisory Commission was established through the authority of N.C.G.S. Chapters 160A-461, 30 years ago. It is designed to provide a forum of communication and cooperation between Fort Bragg and local governments for planning processes compatible to the needs of the military base, amongst other objectives. Within the last year, the Regional Land Use Advisory Commission has decided to update the bylaws of the Commission to modernize its structure and further implement the organization's strategic plan. Amongst

the most substantial changes are updates to Membership Consideration as well as changes to the Election Cycle.

IMPLEMENTATION PLAN:

Upon approval, Moore County RLUAC representatives will operate within the revised bylaws of the RLUAC.

FINANCIAL IMPACT STATEMENT:

None anticipated. RECOMMENDATION SUMMARY: Make a motion to approve the revisions to the Regional Land Use Advisory Commission bylaws by Resolution. SUPPORTING ATTACHMENTS: Redline Copy of the Amended Bylaws; Clean Copy of the Amended Bylaws; Resolution of Adoption

RESOLUTION OF ADOPTION FORT BRAGG REGIONAL LAND USE ADVISORY COMMISSION BYLAW REVISIONS

WHEREAS, The Fort Bragg Regional Land Use Advisory Commission (RLUAC) was established in 1991 at the conclusion of the Joint Land Use Study to serve as a regional forum to advance planning and communication between the military bases and the surrounding local governments; and

WHEREAS, RLUAC was established in 1991 under the authority of NCGS 160A-461 for the purpose of interlocal cooperation and was subsequently incorporated as a 501(c)3 membership-based non-profit organization in 2004; and

WHEREAS, RLUAC is the leading advocate for coordination and collaboration between Fort Bragg and local governments on issues related to compatible growth and environmental sustainability in the North Carolina Sandhills region; and

WHEREAS, Moore County is a member of RLUAC; and

WHEREAS, On November 19, 2020, and on August 19, 2021, RLUAC approved amendments to modernize its governance structure and implement the organization’s strategic plan; and

WHEREAS, Approval of two-thirds of the local government members of the Commission is needed to officially amend the bylaws. NOW, THEREFORE, BE IT RESOLVED THAT THE COMMISSIONERS OF MOORE COUNTY, HERBY APPROVES THE REVISED RLUAC BYLAWS AS AMENDED ON NOVEMBER 19, 2020, AND ON AUGUST 19, 2021 AT THE QUARTERLY MEMBERSHIP MEETINGS OF RLUAC.

Adopted this 6th day of December, 2021, by the Commissioners of Moore County.

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Frank Quis, Chairman ATTEST:

__________________________________ Laura Williams, County Clerk

BYLAWS OF THE
FT.FORT BRAGG/POPE AIR FORCE BASE REGIONAL LAND USE ADVISORY
COMMISSION, INC.
REVISED IN 2005 AND 2021

ARTICLE 1 – TITLE
The titleorganization shall be the Fort Bragg/Pope Air Force Base Regional Land Use Advisory Commission, Inc. (., herein after referred to as “RLUAC)..”

ARTICLE 2 – MISSION

The purposes and duties of the Fort Bragg/Pope Air Force Base Regional Land Use Advisory CommissionRLUAC are as follows:

1. To promote a regional perspective on land use and Provide a forum for communication between Fort Bragg and local governments;
2. Educate and inform local government leaders, the development community, legislative representatives and the general public about compatible growth and environmental issues of mutual concern to the adjacent local communities and the ;
1.3. Provide local governments with timely, credible and authoritative analysis of the compatibility of land use and development proposals with the military installations.training and operational missions of Fort Bragg;
2. To provide a forum for discussing noise and accident potential problems relating to land use and deliberate and develop mitigation actions.

4. ToAssist local governments with the adoption of plans and policies that foster compatible land uses impacted bygrowth and protect critical environmental resources; and
3.5. Preserve and protect Fort Bragg’s training and operational missions from incompatible civilian and military areasdevelopment patterns and environmental degradation.
4. To foster increased local economic development opportunities, particularly as they relate to the military.

ARTICLE 3 – ESTABLISHMENT

The Fort Bragg/Pope Air Force Base Regional Land Use Advisory CommissionRLUAC is established through the authority of N.C.G.S. Chapters 160A-460 through 464466 and 55A et. al.

ARTICLE 4 – MEMBERSHIP

1. Composition: Fort Bragg/Pope Air Force Base Regional Land Use Advisory Commission membership is limited to Fort Bragg, Pope Air Force Base, and all municipal / county governments within Cumberland, Harnett, Hoke, Moore, Richmond, Robeson, Sampson, and Scotland Counties.

2. Each member county and municipality shall appoint one voting member. Member governments are encouraged to appoint an elected official to be their voting member. They may also appoint as many nonvoting members as they deem appropriate. Fort Bragg and Pope Air Force Base may appoint as many nonvoting members as they deem appropriate.

3. Voting and nonvoting members shall be appointed by the Boards of Commissioners from the Cities and Counties they represent. Military members/representatives shall be appointed by the Commanding Officer(s) from the military installations which they represent.

1. Voting and nonvoting members should have a Regular Members: Regular membership consists of the units of local government that are party to the interlocal cooperation agreement to establish the organization.

a. Regular Members may be admitted to the Commission upon invitation by the Board of Directors and approval by the full Commission, contingent upon the governing body of the local government adopting a resolution to join the Commission in accordance with NCGS 160A-461.

b. Regular Members may withdraw their membership at any time by the adoption of a resolution by the governing body effecting its withdrawal from the Commission. Upon the effective date of the withdrawal, the appointment and term of service of both voting and non-voting representatives of the Regular Member shall be rescinded.

2. Associate Members: Associate membership consists of entities or individuals that are not party to the interlocal cooperation agreement, which have a direct relationship to the mission of the organization.

a. Fort Bragg: United States Army Garrison Fort Bragg is admitted as an enduring Associate Member.

b. Partner Organizations: An organization that works closely with Fort Bragg and local governments to achieve a common mission.

i. The US Fish & Wildlife Service, Sustainable Sandhills Inc., the NC Department of Commerce, and the NC Wildlife Resources Commission are admitted as enduring Associate Members.

ii. The Board of Directors may admit or remove Partner Organizations as Associate Members by a simple majority vote.

c. Individual: An individual that has specialized knowledge, skills, or experience related to the mission of RLUAC gained through their prior association with Fort Bragg, a local government member, and/or another Partner Organization.

i. The Board of Directors may nominate an Individual for admission or removal as an Associate Member, subject to approval of the Commission.

ii. The nomination to add or remove an Individual shall not be effective until approved by a majority of the voting representatives at a regular meeting of the Commission.

ARTICLE 5 – MEMBER REPRESENTATION

1. Regular Members: The Regular Members shall have voting and non-voting representation on the Commission.

a. Voting Representative:

i. Each Regular Member shall appoint one voting representative to the Commission.

ii. The voting representative shall be appointed by the Regular Member’s governing body.

4.iii. Regular Members are encouraged to appoint a member of the governing body as the voting representative, with preference for an individual who has basic knowledge of the Fort Bragg/Pope Air Force Base region's physical, environmental, social, and economic makeup. In addition, and a basicgeneral understanding of the planning process and land use planning, in particular, is recommended.

5. Terms of Voting and NonVoting Members:

a.iv. The length of the term for a voting memberrepresentative shall be three (3) years. Nonvoting members serve at the will of the appointing body and have no specified terms.

b.v. Voting membersrepresentatives may be reappointed to successive terms, without limitation.
b. Non-Voting Representative(s):
i. Each Regular Member may appoint one or more elected officials, planning board members and/or employees of the local government as non-voting representatives, as they deem appropriate.
ii. Non-voting representatives' term of service shall continue until replaced or until such time that their appointment is rescinded.
2. Associate Members: Associate Members shall have non-voting representation on the Commission, as specified below:
a. US Army Garrison Fort Bragg: The Garrison Commander is designated as the representative for Fort Bragg. He/she may appoint additional Garrison staff at their discretion to serve as non-voting representatives on the Commission.
b. Partner Organizations: Partner Organizations may appoint one or more non-voting representatives to serve at the will of the Partner Organization on the Commission.
3. Individual Member: An Individual Member is a non-voting representative on the Commission.

ARTICLE 56 – MEETINGS OF THE COMMISSION

1. 1. Meetings – Meetings willof the full membership of the Commission shall be held quarterly throughout the year, generally on the third Thursday of February, May, August, and November.

3. Attendance – AttendanceThe attendance of the voting representatives of the Regular Members is mandatory. If an appointeea voting representative is absent from more than two
2. (2) consecutive meetings or three (3) meetings in a calendar year, and such absences are not caused by extraordinary events, the memberRegular Member is obligated to resign in writingremove the voting representative and appoint a replacement to fulfill the unexpired term of the removed voting representative.

3. Quorum – The presence of a simple majority of the duly appointed voting representatives of the Regular Members of the Commission shall constitute a quorum and allow the Commission to conduct business.

4. Public – All regular and special meetings, hearings, records, and accounts of the Commission shall be open to the public in accordance with North Carolina public records and open meetings law.

5. Special Meetings – Special meetings shallmay be called at the requestdiscretion of the Chairman or by the request of a majority of membersthe Board of Directors or the voting representatives of the Regular Members of the Commission. The Chairman may designate in advance regular or special meetings for the presentation of reports on the comprehensive plan, or on general planning discussions, deferring hearings and petitions to subsequent meetings.

6. Prayer – All Commissions meetings may be opened with prayer.

7. Written Material – All written material used for consideration in Commission meetings become part of the official records of that meeting and are to be kept on file in the office of the Executive Director.

ARTICLE 6 – OFFICERS/DUTIES

1. Chairman – The Chairman shall preside at all meetings, appoint members to committees, and perform such other duties as may be ordered by the Commission.

2. ViceChairman – The ViceChairman shall act in the capacity of the Chairman in his absence.

3. Secretary – The Secretary shall keep the minutes, execute such documents as authorized by the Commission, in the name of the Commission, and perform such other duties as the Commission shall determine or direct.

4. Executive Director – The position of Executive Director may be authorized by the Board of Directors and appointed or discharged by a vote of the Fort Bragg / Pope Air Force Base Regional Land Use Advisory Commission (RLUAC) membership. The employment of the Executive Director shall be an atwill employment. The responsibilities and job requirements of the Executive Director shall be as follows:

Responsibilities

a. Make the logistical arrangements for and participate in RLUAC quarterly meetings (4 each year).
b. Make the logistical arrangements for quarterly Board of Directors meetings (4 each year). He /she shall offer suggestions for topics and speakers for the RLUAC quarterly meetings.
c. Serve as the "point of contact" / primary liaison for RLUAC information and public relations.
d. Represent the RLUAC at public hearings, meetings, and conferences as directed by the Board of Directors.
e. Contact and confirm speakers for the RLUAC quarterly meetings.
f. Prepare agendas for RLUAC quarterly meetings and Board of Directors' meetings (8 each year).
g. Oversee the preparation of minutes for RLUAC quarterly and Board of Directors' meetings (8 each year).
h. Coordinate the mailing of minutes and meeting notices (by U.S. mail and email) for RLUAC quarterly meetings and Board of Directors' meetings (8 each year).
i. Oversee the maintenance of accurate and uptodate membership rolls and attendance records.
j. Maintain current information regarding regional, state, and national legislative issues of interest.
k. Complete various other tasks as assigned by the Board of Directors.
l. Fund Raising Coordinate efforts to raise funding to support RLUAC operations.
1) Prepare and submit grant proposals to appropriate corporations and foundations.
2) Prepare and mail fund raising letters to potential financial supporters.
3) Make presentations to potential funding entities as opportunities arise.
m. Incorporation – Facilitate the process of incorporating the RLUAC and securing tax exempt designation with the State of North Carolina and the federal government.

Job Requirements

A Master’s Degree in Planning or Public Administration curriculum and three years planning and management experience, which includes one year in a supervisory capacity; or a College Degree and five years of specifically related planning and management experience, including one year in a supervisory capacity; or an equivalent combination of education and experience.

The Executive Director job description may be amended by the Board of Directors.

ARTICLE 7 BOARD OF DIRECTORS

1. The Board of Directors shall act as the Executive Committee and shall be elected from the membership for two year terms.

2. Composition

a. The Chairman, Vice Chairman, Secretary, one representative selected from each of the County delegations, and a representative from each of the military installations shall constitute the Board of Directors.

b. Nonvoting members may be named to the Board of Directors by the officers as they deem necessary.

3. Meetings of the Executive Committee shall be called as necessary by the Chairman or Vice Chairman to plan agendas for the Advisory Commission and to provide decisions on matters of importance when it is impractical to convene a special meeting of the full Advisory Commission.

4.1. Meetings of the Board of Directors shall be open to the public.

5.1. A quorum must be present for the Board of Directors to vote. A quorum consists of a majority of the current membership.

ARTICLE 8 – ELECTIONS

1. The Chairman shall be elected at the first regular meeting in each odd numbered year. Terms of office shall be for two years beginning in the year 2007. The Commission shall elect the Chairman from its membership.

2. The ViceChairman shall be elected at the first regular meeting in each odd numbered year. Terms of office shall be for two years. The Commission shall elect the Vice Chairman from its membership.

3. The Secretary shall be elected at the first regular meeting in each odd numbered year. Terms of office shall be for two years. The Secretary is not required to be a member of the Commission.

ARTICLE 9 – VOTING

1.8. Action – Transaction of business and the taking of official action shall require a concurringan affirmative vote of a majority of the voting membersrepresentatives of the Commission present at the meeting.

2.9. Motions – Motions by a voting representative shall be restated by the Chairman before a vote is taken. The name of the maker of the motion and that of the second shall be recorded.

3.10. Voting – VotingThe voting representatives shall bevote by voice or by show of hands. In the event that a vote is not unanimous, the minutes shall show the names of how each voted on each issue.

11. AbstainingSuspension of Voting Privilege – The voting privileges of a voting representative shall be suspended if the Regular Member is not current with their annual membership dues. Voting privileges of a voting representative will be restored once the Regular Member becomes current with their annual membership dues.

4.12. Abstentions – When a Commission membervoting representative wishes to abstain from consideration on any issue, he or she shall make a formal request to the Chairman, prior to action by the Commission. Notification of a request for abstention should be made as soon as the membervoting representative is aware of such a possibility. At the meeting, the Chairman shall ask if there is any opposition to the request. Abstention will be allowed only with a consenting vote of a majority of the Commission present.

13. Remote Meeting Procedures – When a voting member of the , in the opinion of the Chairman, it would be appropriate for the Commission is unable to attend a meet remotely via means of electronic communication, the policies and procedures specified by statute at the time of the meeting for remote meetings held by local governments in North Carolina shall be observed.

ARTICLE 7 , he or she– OFFICERS/DUTIES

1. Chairman – The Chairman shall preside at all meetings, appoint members to committees, and perform such other duties as may assignbe specified by the Commission. The Chairman shall be selected from among the voting representatives of the Regular Members of the Commission.

2. Vice-Chairman – The Vice-Chairman shall act in the capacity of the Chairman in his / her absence. The Chairman shall be selected from among the voting representatives of the Regular Members of the Commission.
3. Secretary – The Secretary shall keep the minutes, execute such documents as authorized by the Commission, in the name of the Commission, and perform such other duties as the Commission may determine or direct. The Secretary may be assisted in their duties by a third-party, subject to approval by the Executive Committee of the Board of Directors. The Secretary shall be selected from among the voting representatives of the Regular Members of the Commission.
4. Treasurer – The Commission shall appoint an individual to serve as Treasurer of the Commission. The Treasurer shall be responsible for all funds of the association including income and disbursements and proper record keeping as approved by the Board of Directors. At the close of each fiscal year, the Treasurer shall be responsible for the preparation of a complete financial report which shall be submitted to the Board of Directors. The individual appointed to serve as Treasurer shall not be required to be a Member or Representative of the Commission.
5. Executive Director – The Chairman may appoint an Executive Director upon recommendation by the Board of Directors and approval by a vote of the Regular Members of the full Commission. The responsibilities of the Executive Director shall be established by the Board of Directors and set forth in an employment agreement between the Commission and the incumbent. The Executive Director shall serve in their position as an at-will employee of the Commission, and may be dismissed in accordance with the terms of their employment agreement.

ARTICLE 8 BOARD OF DIRECTORS
1. Composition: The Board of Directors shall consist of the following:
a. Executive Committee (3 members):
i. Chairman
ii. Vice Chairman
iii. Secretaryvoting authority to another RLUAC
b. Director (6 at-large):
i. Two at-large directors shall be voting representatives of Regular Members
ii. Four of the at large directors may be appointed from the Regular Member category, the Associate Member Partner Organization, or Individual Member categories.
c. Ex-Officio Director (3):
i. The Chairman of the Board of Directors may appoint up to three (3) additional members from any membership category to serve as non-voting members of the Board of Directors.
2. Elections: The Executive Committee shall serve as the nominating committee, establishing a slate of Officers and Directors for submission to the full Commission by May 1st of each even

numbered year. The slate of officers shall be approved by the voting representatives at a regular meeting of the Commission in May of each even numbered year. If the slate of officers is not approved, open nominations will be considered for each position until each of the officers and directors are approved by the voting representatives.

3. Terms: The Board of Directors shall serve for two-year terms and may serve a maximum of three (3) consecutive terms if re-elected by the Commission (additional terms of office shall be permitted following a break in service of one term). Terms of office shall begin on July 1 of

each odd numbered year, and shall continue until such time as their successors are appointed and assume office.
4. Meetings of the Executive Committee shall be called as necessary by the Chairman or Vice Chairman to plan agendas for the Commission and to deliver decisions on matters of importance when it is impractical to convene a special meeting of the Commission.
5. Meetings of the Board of Directors shall be open to the public.
6. A quorum must be present for the Board of Directors to vote. A quorum consists of a majority of the current voting membership of the Board.

ARTICLE 9 COMMITTEES
1. The Board of Directors is authorized to form committees to carry out specialized tasks or projects, as deemed necessary and appropriate by the Board.
2. The term of the committee shall be set by the Board of Directors at the time of its formation. Standing committees are authorized, and any committee may be dissolved upon an affirmative vote of the Board of Directors.
3. Each committee shall consist of either three (3) or (5) members, at the discretion of the Board of Directors.
4. At least one member of the Board of Directors shall be appointed to serve on each committee.
5. The Chairman of the Board of Directors shall appoint and remove members of each committee, subject to the consent of the other two members of the Executive Committee. In the event of a disagreement on the appointment (removal) of an individual to a committee by the members of the Executive Committee, the matter of the appointment shall be voted on by the full Board of Directors.
6. Appointment to a committee shall be open to any voting or non-voting representative serving on the Commission.
7. Terms of appointment for representatives to a committee shall be two (2) years. Successive appointments shall be permitted, without limitation.
8. The Chairman of the Commission shall appoint an individual who is a member designated by of the Board of Directors to serve as the Chairman of each committee.
5.9. Committees shall meet as needed. Meetings shall be called by the Chair of each committee. Electronic communication for committee meetings shall be authorized, provided that voting member in writing to the Corporation.a record is kept of such communication.

ARTICLE 10 REMUNERATION
Members of the Commission may be reimbursed for their expenses by their appointing body in accordance with that body’s policies and procedures.
ARTICLE 11 – AMENDMENTS

1. These Bylaws may be amended byupon an affirmative vote of the full Commission, subject to approval by the governing bodies of the Regular Members of the Commission.
1. The affirmative vote of two-thirds of all voting members present, provided all the governing

bodies of the Regular Members of the Commission is required to approve amendments conform to established policies and law.

2. Twothirds of the appointing bodies must approve to the Bylaws and all changes. .
2.3. Two- thirds of the appointingRegular Member governing bodies can amend or revise the Bylaws without approval of the Commission.

ARTICLE 1211 – DISSOLUTION

Two-thirds of the appointingRegular Member governing bodies, as appointing authorityauthorities, can reorganize or dissolve the Commission without advance noticeat their discretion; however, the Commission shall continue in existence as long as two (2) or more local government signatories retain active membership.

ARTICLE 1312 – RULES

Robert's Rules of Order Revised shall govern the conduct of meetings, unless modified by the voting membersrepresentatives.

ARTICLE 1413 – REPORTS

MinutesElectronic copies of the minutes of meetings shall be provided to the voting representatives of Regular Members in advance of the next regular meeting. Copies of the minutes of all meetings shall also be mailed to the appointing authority.

AdoptedAmended this 13th_____ day of January, 2005_________________, 2021.

Timothy McNeill,___________________________________, Chairman

BYLAWS OF THE

FORT BRAGG REGIONAL LAND USE ADVISORY COMMISSION, INC. REVISED IN 2005 AND 2021

ARTICLE 1 – TITLE The organization shall be the Fort Bragg Regional Land Use Advisory Commission, Inc., herein after referred to as “RLUAC.”

ARTICLE 2 – MISSION The purposes and duties of the RLUAC are as follows: 1. Provide a forum for communication between Fort Bragg and local governments; 2. Educate and inform local government leaders, the development community, legislative representatives and the general public about compatible growth and environmental issues; 3. Provide local governments with timely, credible and authoritative analysis of the compatibility of land use and development proposals with the military training and operational missions of Fort Bragg; 4. Assist local governments with the adoption of plans and policies that foster compatible growth and protect critical environmental resources; and 5. Preserve and protect Fort Bragg’s training and operational missions from incompatible civilian development patterns and environmental degradation.

ARTICLE 3 – ESTABLISHMENT RLUAC is established through the authority of N.C.G.S. Chapters 160A-460 through 466 and 55A et. al.

ARTICLE 4 – MEMBERSHIP 1. Regular Members: Regular membership consists of the units of local government that are party to the interlocal cooperation agreement to establish the organization. a. Regular Members may be admitted to the Commission upon invitation by the Board of Directors and approval by the full Commission, contingent upon the governing body of the local government adopting a resolution to join the Commission in accordance with NCGS 160A-461. b. Regular Members may withdraw their membership at any time by the adoption of a resolution by the governing body effecting its withdrawal from the Commission. Upon the effective date of the withdrawal, the appointment and term of service of both voting and non-voting representatives of the Regular Member shall be rescinded. 2. Associate Members: Associate membership consists of entities or individuals that are not party to the interlocal cooperation agreement, which have a direct relationship to the mission of the organization. a. Fort Bragg: United States Army Garrison Fort Bragg is admitted as an enduring Associate Member. b. Partner Organizations: An organization that works closely with Fort Bragg and local governments to achieve a common mission.

i. The US Fish & Wildlife Service, Sustainable Sandhills Inc., the NC Department of Commerce, and the NC Wildlife Resources Commission are admitted as enduring Associate Members. ii. The Board of Directors may admit or remove Partner Organizations as Associate Members by a simple majority vote. c. Individual: An individual that has specialized knowledge, skills, or experience related to the mission of RLUAC gained through their prior association with Fort Bragg, a local government member, and/or another Partner Organization. i. The Board of Directors may nominate an Individual for admission or removal as an Associate Member, subject to approval of the Commission. ii. The nomination to add or remove an Individual shall not be effective until approved by a majority of the voting representatives at a regular meeting of the Commission.

ARTICLE 5 – MEMBER REPRESENTATION 1. Regular Members: The Regular Members shall have voting and non-voting representation on the Commission. a. Voting Representative: i. Each Regular Member shall appoint one voting representative to the Commission. ii. The voting representative shall be appointed by the Regular Member's governing body. iii. Regular Members are encouraged to appoint a member of the governing body as the voting representative, with preference for an individual who has basic knowledge of the Fort Bragg region's physical, environmental, social, and economic makeup and a general understanding of land use planning. iv. The length of the term for a voting representative shall be three (3) years. v. Voting representatives may be reappointed to successive terms, without limitation. b. Non-Voting Representative(s): i. Each Regular Member may appoint one or more elected officials, planning board members and/or employees of the local government as non-voting representatives, as they deem appropriate. ii. Non-voting representatives' term of service shall continue until replaced or until such time that their appointment is rescinded. 2. Associate Members: Associate Members shall have non-voting representation on the Commission, as specified below: a. US Army Garrison Fort Bragg: The Garrison Commander is designated as the representative for Fort Bragg. He/she may appoint additional Garrison staff at their discretion to serve as non-voting representatives on the Commission. b. Partner Organizations: Partner Organizations may appoint one or more non-voting representatives to serve at the will of the Partner Organization on the Commission. 3. Individual Member: An Individual Member is a non-voting representative on the Commission.

ARTICLE 6 – MEETINGS OF THE COMMISSION 1. Meetings – Meetings of the full membership of the Commission shall be held quarterly. 2. Attendance – The attendance of the voting representatives of the Regular Members is mandatory. If a voting representative is absent from more than two (2) consecutive meetings or three (3) meetings in a calendar year, and such absences are not caused by extraordinary events, the Regular Member is obligated to remove the voting representative and appoint a replacement to fulfill the unexpired term of the removed voting representative. 3. Quorum – The presence of a simple majority of the duly appointed voting representatives of the Regular Members of the Commission shall constitute a quorum and allow the Commission to conduct business. 4. Public – All regular and special meetings, hearings, records, and accounts of the Commission shall be open to the public in accordance with North Carolina public records and open meetings law. 5. Special Meetings – Special meetings may be called at the discretion of the Chairman or by the request of a majority of the Board of Directors or the voting representatives of the Regular Members of the Commission. The Chairman may designate in advance regular or special meetings for the presentation of reports on the comprehensive plan, or on general planning discussions, deferring hearings and petitions to subsequent meetings. 6. Prayer – All Commissions meetings may be opened with prayer. 7. Written Material – All written material used for consideration in Commission meetings become part of the official records of that meeting and are to be kept on file in the office of the Executive Director. 8. Action – Transaction of business and the taking of official action shall require an affirmative vote of a majority of the voting representatives of the Commission present at the meeting. 9. Motions – Motions by a voting representative shall be restated by the Chairman before a vote is taken. The name of the maker of the motion and that of the second shall be recorded. 10. Voting – The voting representatives shall vote by voice or by show of hands. In the event that a vote is not unanimous, the minutes shall show the names of how each voted on each issue. 11. Suspension of Voting Privilege – The voting privileges of a voting representative shall be suspended if the Regular Member is not current with their annual membership dues. Voting privileges of a voting representative will be restored once the Regular Member becomes current with their annual membership dues. 12. Abstentions – When a voting representative wishes to abstain from consideration on any issue, he or she shall make a formal request to the Chairman, prior to action by the Commission. Notification of a request for abstention should be made as soon as the voting representative is aware of such a possibility. At the meeting, the Chairman shall ask if there is any opposition to the request. Abstention will be allowed only with a consenting vote of a majority of the Commission present. 13. Remote Meeting Procedures – When, in the opinion of the Chairman, it would be appropriate for the Commission to meet remotely via means of electronic communication, the policies and procedures specified by statute at the time of the meeting for remote meetings held by local governments in North Carolina shall be observed.

ARTICLE 7 – OFFICERS/DUTIES 1. Chairman – The Chairman shall preside at all meetings, appoint members to committees, and perform such other duties as may be specified by the Commission. The Chairman shall be selected from among the voting representatives of the Regular Members of the Commission. 2. Vice-Chairman – The Vice-Chairman shall act in the capacity of the Chairman in his / her absence. The Chairman shall be selected from among the voting representatives of the Regular Members of the Commission. 3. Secretary – The Secretary shall keep the minutes, execute such documents as authorized by the Commission, in the name of the Commission, and perform such other duties as the Commission may determine or direct. The Secretary may be assisted in their duties by a third-party, subject to approval by the Executive Committee of the Board of Directors. The Secretary shall be selected from among the voting representatives of the Regular Members of the Commission. 4. Treasurer – The Commission shall appoint an individual to serve as Treasurer of the Commission. The Treasurer shall be responsible for all funds of the association including income and disbursements and proper record keeping as approved by the Board of Directors. At the close of each fiscal year, the Treasurer shall be responsible for the preparation of a complete financial report which shall be submitted to the Board of Directors. The individual appointed to serve as Treasurer shall not be required to be a Member or Representative of the Commission. 5. Executive Director – The Chairman may appoint an Executive Director upon recommendation by the Board of Directors and approval by a vote of the Regular Members of the full Commission. The responsibilities of the Executive Director shall be established by the Board of Directors and set forth in an employment agreement between the Commission and the incumbent. The Executive Director shall serve in their position as an at-will employee of the Commission, and may be dismissed in accordance with the terms of their employment agreement.

ARTICLE 8 - BOARD OF DIRECTORS 1. Composition: The Board of Directors shall consist of the following: a. Executive Committee (3 members): i. Chairman ii. Vice Chairman iii. Secretary b. Director (6 at-large): i. Two at-large directors shall be voting representatives of Regular Members ii. Four of the at large directors may be appointed from the Regular Member category, the Associate Member Partner Organization, or Individual Member categories. c. Ex-Officio Director (3): i. The Chairman of the Board of Directors may appoint up to three (3) additional members from any membership category to serve as non-voting members of the Board of Directors. 2. Elections: The Executive Committee shall serve as the nominating committee, establishing a slate of Officers and Directors for submission to the full Commission by May 1st of each even numbered year. The slate of officers shall be approved by the voting representatives at a regular meeting of the Commission in May of each even numbered year. If the slate of officers is not approved, open nominations will be considered for each position until each of the officers and directors are approved by the voting representatives.

3. Terms: The Board of Directors shall serve for two-year terms and may serve a maximum of three (3) consecutive terms if re-elected by the Commission (additional terms of office shall be permitted following a break in service of one term). Terms of office shall begin on July 1 of each odd numbered year, and shall continue until such time as their successors are appointed and assume office. 4. Meetings of the Executive Committee shall be called as necessary by the Chairman or Vice Chairman to plan agendas for the Commission and to deliver decisions on matters of importance when it is impractical to convene a special meeting of the Commission. 5. Meetings of the Board of Directors shall be open to the public. 6. A quorum must be present for the Board of Directors to vote. A quorum consists of a majority of the current voting membership of the Board.

ARTICLE 9 - COMMITTEES 1. The Board of Directors is authorized to form committees to carry out specialized tasks or projects, as deemed necessary and appropriate by the Board. 2. The term of the committee shall be set by the Board of Directors at the time of its formation. Standing committees are authorized, and any committee may be dissolved upon an affirmative vote of the Board of Directors. 3. Each committee shall consist of either three (3) or (5) members, at the discretion of the Board of Directors. 4. At least one member of the Board of Directors shall be appointed to serve on each committee. 5. The Chairman of the Board of Directors shall appoint and remove members of each committee, subject to the consent of the other two members of the Executive Committee. In the event of a disagreement on the appointment (removal) of an individual to a committee by the members of the Executive Committee, the matter of the appointment shall be voted on by the full Board of Directors. 6. Appointment to a committee shall be open to any voting or non-voting representative serving on the Commission. 7. Terms of appointment for representatives to a committee shall be two (2) years. Successive appointments shall be permitted, without limitation. 8. The Chairman of the Commission shall appoint an individual who is a member of the Board of Directors to serve as the Chairman of each committee. 9. Committees shall meet as needed. Meetings shall be called by the Chair of each committee. Electronic communication for committee meetings shall be authorized, provided that a record is kept of such communication.

ARTICLE 10 – AMENDMENTS 1. These Bylaws may be amended upon an affirmative vote of the full Commission, subject to approval by the governing bodies of the Regular Members of the Commission. 2. The affirmative vote of two-thirds of the governing bodies of the Regular Members of the Commission is required to approve amendments to the Bylaws. 3. Two- thirds of the Regular Member governing bodies can amend or revise the Bylaws without approval of the Commission.

ARTICLE 11 – DISSOLUTION Two-thirds of the Regular Member governing bodies, as appointing authorities, can reorganize or dissolve the Commission at their discretion; however, the Commission shall continue in existence as long as two (2) or more local government signatories retain active membership.

ARTICLE 12 – RULES Robert's Rules of Order Revised shall govern the conduct of meetings, unless modified by the voting representatives.
ARTICLE 13 – REPORTS Electronic copies of the minutes of meetings shall be provided to the voting representatives of Regular Members in advance of the next regular meeting. Amended this _____ day of _________________, 2021. ___________________________________, Chairman

Agenda Item:
Meeting Date: 12/06/2021

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Caroline L. Xiong, Finance Director

DATE: November 29, 2021

SUBJECT: Presentation of the Annual Comprehensive Financial Report (ACFR) for FY 2020-2021

PRESENTER: Tom McNeish, CPA
Shareholder, Elliott Davis, PLLC

REQUEST:
Accept the ACFR as presented.

BACKGROUND:
Chapter 159-34 of the North Carolina Local Government Budget and Control Act requires each unit of local government to have its accounts audited after the close of the fiscal year by an accountant certified by the Local Government Commission.

IMPLEMENTATION PLAN:
Financial Services staff will review the recommendations made by Elliott Davis, PLLC and take appropriate action per the recommendations.

FINANCIAL IMPACT STATEMENT:
The cost of the audit was appropriated in this fiscal year’s budget.

RECOMMENDATION SUMMARY:
Accept the ACFR as presented and approve any necessary recommendations.

SUPPORTING ATTACHMENTS:
2021 ACFR PowerPoint Presentation

Moore County
Financial Statement Audit Summary
Board of Commissioners Meeting:
December 6, 2021

Overview
Required
Communication
Financial Statement
Highlights
Audit Results

General Fund –Fund Balance

Financial Statement Highlights

Year	Amount
2016	27,060,438$
2017	29,080,929$
2018	34,495,050$
2019	35,653,413$
2020	37,350,678$
2021	53,043,052$

Available Fund Balance	2021	2020
Total Fund Balance	53,043,052$	37,350,678$
Non spendable	104,397	87,616
Stabilization by State Statute	12,352,524	10,088,771
Available Fund Balance	40,586,131$	27,174,291$
Available Fund Balance as a percentage of expenditures	36.61%	26.27%

General Fund –Revenue

Financial Statement Highlights

General Fund Revenues By Source

Source	2019	2020	2021	2021 %
Property Tax	58,505,862	69,429,515	72,247,829	56%
Sales Tax	19,415,302	23,034,918	27,768,603	21%
Restricted Intergovernmental	9,465,421	9,734,389	10,944,002	8%
Other	13,515,621	14,373,983	18,689,960	14%
	100,902,206	116,572,805	129,650,394	100%

General Fund –Expenditures

Financial Statement Highlights

Expenditures by Function

Functional Category	2019	2020	2021	2021 %
Education	35,446,182	37,540,354	37,156,508	33.52%
Human Services	14,293,249	15,141,724	16,198,795	14.61%
Public Safety	13,977,963	14,995,312	15,800,070	14.25%
General Government	11,714,942	11,654,604	12,779,384	11.53%
Debt Service	10,351,080	16,491,572	19,749,300	17.82%
Other	7,408,785	7,608,018	9,168,814	8.27%
	93,192,201	103,431,584	110,852,871	100%

Utility Funds

Financial Statement Highlights

Water Pollution Control Plant

	2021	2020	2019
Unrestricted net position	11,641,932$	9,635,701$	9,873,507$
Change in net position	1,029,243$	1,283,900$	1,452,396$
Cash flows from operations	3,593,586$	3,450,666$	3,607,744$

Public Utilities Fund

	2021	2020	2019
Unrestricted net position	2,787,587$	1,813,417$	1,527,382$
Change in net position	982,401$	1,441,737$	86,578$
Cash flows from operations	2,685,012$	3,242,272$	1,713,197$

East Moore Water District Fund

	2021	2020	2019
Unrestricted net position	1,884,867$	1,824,875$	1,537,519$
Change in net position	(328,152)$	14,137$	(408,527)$
Cash flows from operations	880,733$	1,108,483$	973,985$

Required Communications
Audit Planning Process
Materiality in Planning and Executing the Audit
Internal Control Relevant to the Audit
Auditor’s Responsibilities Under Professional Standards
Significant Accounting Policies
Management Judgments and Accounting Estimates
Financial Statement Disclosures
Unrecorded and Corrected Misstatements

Required Communications
Management Representations
Disagreements with Management
Consultation with Other Accountants
Significant Issues Discussed with Management
Difficulties Encountered in Performing the Audit
Significant Deficiencies and Material Weaknesses
Other Written Communication

Audit Results
Financial Statement Audit
To express an opinion as to whether the financial statements have been presented fairly,in all material respects,in conformity with generally accepted accounting principles.
To obtain reasonable -not absolute -assurance about whether the financial statements are free from material misstatements.
Auditor
Responsibilities
Management
Responsibilities
Preparation and fair presentation of the County’s financial statements in accordance with generally accepted accounting principles
The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
Result We have issued an unmodified opinion on the financial statements.

Audit Results
Government Auditing Standards
We considered the County's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements.
But not for the purpose of expressing an opinion on the effectiveness of the County's internal control
Internal Control
Over Financial
Reporting
Compliance and
Other Matters
We performed tests of compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts.
However, providing an opinion on compliance with those provisions was not an objective of our audit
Result
We did not identify any deficiencies in internal control that we consider to be significant deficiencies or material weaknesses.
The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under Government Auditing Standards.

Audit Results Single Audit
To express an opinion on compliance for each of the County’s major federal and state programs based on our audit of the types of compliance requirements described in the OMB Compliance Supplementand State Compliance Supplements.Auditor
Responsibilities
Management
Responsibilities
Compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal and state programs.
Establishing and maintaining effective internal control over compliance with the types of compliance requirements described in the OMB and State Compliance Supplements
Result
In our opinion,the County complied,in all material respects,with the types of compliance requirements that could have a direct and material effect on each of its major federal and state programs for the year ended June 30,2021 excepted as noted below.
To conduct our audit in accordance with generally accepted auditing standards; Government Auditing Standards,issued by the US Comptroller;and the audit requirements of the OMB’s Uniform Guidance and the State Single Audit Implementation Act.
Finding 2021-001,Significant Deficiency over Eligibility (Medicaid)

Audit ResultsFinancial Statement Audit –Moore County Convention and Visitor’s Bureau and Moore County Airport Authority
To express an opinion as to whether the financial statements have been presented fairly,in all material respects,in conformity with generally accepted accounting principles.
To obtain reasonable -not absolute -assurance about whether the financial statements are free from material misstatements.
Auditor
Responsibilities
Management
Responsibilities
Preparation and fair presentation of the entity’s financial statements in accordance with generally accepted accounting principles
The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
Result We have issued an unmodified opinion on the financial statements.

Contact

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Website: www.elliottdavis.com

Agenda Item:

Meeting Date: December 6, 2021

MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Captain William Flint

DATE: December 6, 2021

SUBJECT: Control Room Upgrade

REQUEST:

We are requesting that the Board of Commissioners approve a contract with Stanley Convergent Security Solutions.

BACKGROUND:

The Detention Center's Annex control room is outdated and is not prepared to connect with the Rick Rhyne Public Safety Center. Central Control in the Rhyne Center can control and see all doors and cameras in the Rhyne Facility except for those in the Annex Facility. Upgrading the control room will allow the two separate facilities to operate as one.

FINANCIAL IMPACT:

The upgrade of the control room was budgeted for in the current budget.

IMPLEMENTATION PLAN:

If approved, the Detention Center will move forward with the necessary upgrades to the control panels.

RECOMMENDATION SUMMARY:

The Sheriff asks the Board of Commissioners to make a motion to approve the contract with Stanley Convergent Security Solutions and authorize the Chair to sign the same.

ATTACHMENTS:

1. Copy of contract

STANLEY Convergent Security Solutions, Inc.
11899 Exit 5 Parkway, Fishers, IN 46037
T (833) 928 0829 F (833) 810 8194
November 5, 2021
TO: Bill Flint – Moore County Jail, NC FROM: Dustin Hackleman – Stanley Convergent Security Solutions, Inc. RE: Moore County Jail, NC – Integrate Old Jail Dear Captain Flint: Please find attached our proposal for the Moore County Jail, NC – Integrate Old Jail project. The pricing is based on the following inclusions/exclusions/assumptions.
Inclusions/Assumptions:
• General Requirements
o Security Electronics Headend Equipment (Parts and Smarts) o Wire/Cable/Fiber, Wire Pull, Installation and Termination of STANLEY provided equipment ONLY
Existing wire/cable to existing field devices that is currently in place is assumed to be adequate and in sound working order. Should it be found that the existing wire/cable is not sufficient, additional costs shall be incurred to remedy. o 1 Year Warranty
o Training session to demonstrate operations of the system
Up to 8 hours
• Programmable Logic Controller (PLC) System
o Utilize existing PLC equipment
Should the existing equipment not function, additional costs will be incurred to replace any defective equipment. o Utilize existing Door Control Equipment (Relays, Terminals, and Fuses)
Should the existing equipment not function, additional costs will be incurred to replace any defective equipment.
o Utilize existing Door Locking Hardware (Field Device)
STANLEY is assuming that the existing door locks and door position switches are in sound working order.
STANLEY is assuming that the proper quantity of wires is existing at each of the controlled and monitored doors.
STANLEY has assumed to utilize the existing wire/cable to each controlled and monitored door.
o Utilize existing 24VDC Power Supplies o Utilize existing 19” Floor-Mount Rack
o Provide one (1) new Rack Mount Uninterruptible Power Supply (UPS)
• Graphical User Interface (GUI) System o Wonderware HMI Software o 22” LCD Touchscreen Monitor o GUI Station PC o Computer Uninterruptible Power Supplies (UPS) o Integrate with existing Touchscreen Control Software
• Intercom System o Utilize existing Dukane Intercom headend equipment
Should the existing equipment not function, additional costs will be incurred to replace any defective equipment.
o Utilize existing intercom and paging speakers (Field Device)
STANLEY is assuming that the existing intercom stations and paging speakers are in sound working order.
STANLEY is assuming that the proper quantity of wires is existing at each of the intercom stations and paging speakers.
STANLEY has assumed to utilize the existing wire/cable to each intercom and paging speaker.
• Video Surveillance System o Utilize existing Video Encoder headend equipment
Should the existing equipment not function, additional costs will be incurred to replace any defective equipment. o

Utilize existing Genetec Video Management Software

Existing recording servers will be utilized to record the additional cameras.

• STANLEY has not included any additional servers or hard drives in this proposal.

STANLEY Convergent Security Solutions, Inc.
11899 Exit 5 Parkway, Fishers, IN 46037
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o Utilize existing analog cameras (Field Device)
 STANLEY is assuming that the existing cameras are in sound working order.
 STANLEY is assuming that the proper quantity of wires is existing at each of the cameras.
 STANLEY has assumed to utilize the existing wire/cable to each camera.
• Utility Control Equipment
o Utilize existing dry-contact interface to control Lighting and Receptacles. o Existing Lighting and Receptacle contactors will be utilized.
 STANLEY is assuming that the existing contactors are in sound working order.
• Security Management Server (Data Logger) o Utilize existing Security Management Server Exclusions:
• Control Room Casework/Millwork/Countertops o Provided and installed by OTHERS.
• Fire Alarm System is NOT included
o This shall be the responsibility of OTHERS o Integration with the Fire Alarm is NOT included
• Lifts are NOT included
• Bonding, MBE, and Prevailing Wage Rates are NOT included

STANLEY Convergent Security Solutions, Inc.
11899 Exit 5 Parkway, Fishers, IN 46037
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Floorplan Layouts With Proposed Security Electronic Devices:

STANLEY Convergent Security Solutions, Inc.
11899 Exit 5 Parkway, Fishers, IN 46037
T (833) 928 0829 F (833) 810 8194

System Riser Diagram: *Yellow Highlighted areas are included as part of this proposal*

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Existing Equipment Cabinet Layouts: *These cabinets are currently onsite, and will be utilized as part of this proposal*

Equipment and services included: (1) .... Touchscreen Control Station, including:

• Computer
• 22” LCD Touchscreen Monitor
• Wonderware Runtime License
• Proximity Reader for Login
• Microphone and Push-To-Talk Pushbutton (1) .... Genetec Video Client Station, including:
• Computer
• (2) 27” LCD Monitors (1) .... 3KVA Rack Mount UPS (1) .... 2KVA Rack Mount UPS (1 lot) ...... Labor, Engineering Documentation updates (1 lot) ...... Labor, PLC program modifications (1 lot) ...... Labor, Touch screen design changes (1 lot) ...... Labor, Genetec Configurations (1 lot) ...... Labor, Security Management Server updates (1 lot) ...... Labor, Assembly (1 lot) ...... Labor, On-site validation (1 lot) ...... Labor, Owner training (1 lot) ...... Labor & Material, Electrical Subcontractor (1 lot) ...... Travel & Living Expenses (1 lot) ...... Freight (1 lot) ...... Warranty (1 lot) ...... 7% Sales Tax Total Price .... $ 148,335.00*

*Includes 7% Sales Tax

STANLEY Convergent Security Solutions, Inc.
11899 Exit 5 Parkway, Fishers, IN 46037
T (833) 928 0829 F (833) 810 8194

Sincerely,

Stanley CSS - Senior Sales Engineer
Direct: 317-572-2120, Cell: 317-919-3509 Fax: 833-810-8194 Email: dustin.hackleman@sbdinc.com

STANLEY Convergent Security Solutions, Inc.
11899 Exit 5 Parkway, Fishers, IN 46037
T (833) 928 0829 F (833) 810 8194

Terms and Conditions GENERAL Terms are due upon receipt. STANLEY works under the terms of a purchase order only. We will wait to proceed with this change until we receive a Purchase Order or Signed Sales Agreement. STANLEY is not responsible for any work associated with hazardous materials (i.e. asbestos, lead paint, etc) that is associated with the work. This work will be the responsibility of the Owner or General Contractor.

All paperwork to be addressed to: Stanley Convergent Security Solutions, Inc. Please scan and email the Purchase Order or Signed Sales Agreement, W-9, and a Tax Exempt Certificate. WARRANTY

Unless otherwise specified, STANLEY warrants that the engineering and equipment will be free from defects in material and workmanship for a period of twelve (12) months from the date the system is placed into operation. If during this

warranty period, any of the equipment or parts are defective or malfunction, they will be repaired or replaced free of charge. Warranty repair and/or service shall be provided in accordance with the terms and conditions set forth in the Agreement between STANLEY and Owner. This warranty does not include acts of God or abuse by the owner. DISCLAIMER OF ALL OTHER WARRANTIES: EXCEPT FOR THE FOREGOING LIMITED EQUIPMENT WARRANTY DESCRIBED ABOVE, STANLEY MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IT IS EXPRESSLY AGREED THAT UNDER NO CIRCUMSTANCES SHALL STANLEY BE HELD LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, WHETHER ARISING UNDER ALLEGED BREACH OF AGREEMENT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, AND STANLEY’S LIABILITY SHALL BE STRICTLY LIMITED AS STATED ABOVE.

ADDITIONAL CHARGES: 1. All prices quoted do not include sales tax, prevailing wage, or bonds unless specifically written on the face of the proposal. 2. Unless otherwise stated in the proposal, the price quoted is FOB shipping point. All shipments will be UPS ground. 3. Applicable permitting fees will be billed on a pass-through basis. 4. The price quoted assumes installation will be performed during STANLEY’s normal working hours and using its own personnel. If Customer requests the installation or any part thereof to be performed outside ordinary business hours or, if the installation must be performed by outside contractors, or STANLEY’s wage rates do not apply as a result of prevailing wage requirements, or otherwise, then the installation charge will be adjusted accordingly. 5. Any changes to the system required by any government agency or Authority Having Jurisdiction will be billed to Customer, and are not the responsibility of STANLEY. INSURANCE: STANLEY will carry Liability Insurance and Workers Comp. Insurance and will provide Certificates of Insurance to Contractor, with Contractor named as Certificate Holder, prior to the execution of any work. In the event STANLEY is required to indemnify Contractor, Owner or a third party, the indemnification shall be limited to the installation amount. ACCEPTANCE OF PROPOSAL The above prices, specifications and conditions attached hereto are satisfactory and are hereby accepted. STANLEY is authorized to do the work as specified. Payment will be made as outlined above.

Stanley Convergent Security Solutions, Inc.
Written By: Dustin Hackleman
Title: Senior Sales Engineer
Approved and Accepted by Stanley CSS

By:
Title:
Date:
Customer
Approved By:
Title:
Date:

PO#:
(if applicable)
This proposal may be withdrawn by us if not accepted within thirty (30) days.

Agenda Item:
Meeting Date: December 7, 2020

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Randy G. Gould, Public Works Director

DATE: November 16, 2021

SUBJECT: Vac Truck Contract

PRESENTER: Randy G. Gould, PE

REQUEST:
Execute the contract for the purchase of a Vac Truck for Public Works.

BACKGROUND:
The 2007 Vac truck was damaged and determined to be a borderline/potential total loss. The estimate value from Sedgwick is stated as $52,718.69.

The Vac Truck was scheduled to be replaced in FY 23 as it had reached the end of its useful life.

Proposals were received for financing of the Vac Truck for 7 years, but after further analysis, it is recommended to purchase the Vac truck rather than finance it.

IMPLEMENTATION PLAN:
Authorize the Vac Truck purchase contract to be signed.

FINANCIAL IMPACT STATEMENT:
Total cost of the Vac Truck is $447,698.00 from Carolina Industrial Equipment, Inc., the vendor for the Sheriffs Association State Contract. The purchase requires a Budget Amendment from available Department funds. Moore County Policy requires an executed contract for purchases over $100,000.

RECOMMENDATION SUMMARY:
Make a motion to authorize the chairman to sign the purchase contract with Carolina Industrial Equipment, Inc. for the purchase of the Vac Truck.

Make a motion to approve the Budget Amendment.

Make a motion to reject the financing proposals.

SUPPORTING ATTACHMENTS:
Purchase Contract with Carolina Industrial Equipment, Inc.
Budget Amendment

I:PublicWorks/Vehicles/2016/Memo to Board120621

STATE OF NORTH CAROLINA PURCHASE CONTRACT

COUNTY OF MOORE

This Contract is made the 2nd day of November, 2021, between the County of Moore, a political subdivision of the State of North Carolina (the “County”), and Carolina Industrial Equipment, Inc., an entity formed under the laws of the State of North Carolina (the “Seller”).

1. Description of Goods

The Seller will transfer and deliver to the County, and the County, subject to the conditions set forth in this Contract, will take delivery and accept the Goods, as provided for in Attachment 1, which is attached hereto and incorporated by reference as if fully set forth herein.

Seller 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.

2. Time of Delivery

The Seller will deliver the Goods covered by this Contract to the County on or before April 29, 2022. Delivery will be made to Moore County Public Utilities, which is located at 5227 US 15-501 Hwy, Carthage, NC 28327. The parties mutually agree that time is of the essence.

3. Payment

The County will pay the Seller $447,698.00, which includes delivery. Payment will occur within 30 days of delivery of the Goods. The payment amount does not include North Carolina taxes or registration fees, 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

The risk of loss will pass to the County upon delivery of the Goods. In addition, title to the Goods will pass to the County upon delivery.

6. Dealer Emblems

Decals or markings of any type pertaining to advertising of the dealer are not allowed.

7. Service Requirements

All vehicles must be properly serviced and in first class operating condition when delivered. The Seller is responsible for servicing each vehicle, in addition to any prior factory servicing, as follows:

a. Complete lubrication;
b. Check all fluid levels to ensure they are filled to manufacturer’s recommended capacity (crankcase, differential, radiator, power steering, transmission, etc.);

c. A minimum of seven and a half (7.5) gallons of gasoline at time of delivery;
d. Tires inflated to the correct pressure;
e. Check to ensure operation of all mechanical and electrical features;
f. Check to ensure there are no defects in the appearance of the Goods; and
g. Thorough cleaning, including washing, if necessary.

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 16 of this Contract and the notice will include the Vehicle Identification Number (VIN) of the Goods affected.

9. 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.

10. Warranties

The Seller represents and warrants that:

a. It is a company validly existing, in good standing, and 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.

11. Default

In the event the Seller defaults by one of the following, the County may, by written notice to the Seller, cancel all or any part of this order or exercise any other remedy allowed under law:

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

12. Assignment

This Contract is not assignable by either party, by operation of law or otherwise.

13. Indemnification

To the fullest extent permitted by law, the Seller 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 this Contract or the actions of the Seller, its officials, employees, or contractors under this Contract or under contracts entered into by the Seller in connection with this Contract. This indemnification will survive the termination of this Contract.

14. 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 will be brought in the General Court of Justice in Moore County, North Carolina.

15. Severability

If any provision of this Contract is held to be void, illegal, unenforceable, or in conflict with any law, the validity of the remaining portions and provisions of this Contract will not be affected.

16. 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: Randy Gould, Director
Moore County Public Works
P.O. Box 1927
Carthage, NC 28327

SELLER: Carolina Industrial Equipment, Inc.
Attn: Legal
20500 Bethelwood Lane
Cornelius, NC 28031

17. Non-Exclusive Agreement

The County and Seller acknowledge that this is a non-exclusive agreement. The County may purchase like or similar Goods from other sellers and the Seller may sell like or similar Goods to other buyers.

18. Modification

This Contract can be modified or rescinded only by written agreement of the Parties.

19. 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.

20. Headings

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

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

COUNTY OF MOORE CAROLINA INDUSTRIAL EQUIPMENT,
INC.

Francis R. Quis, Jr., Chairman Mark Ahlstrom, President
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: E29AEC98-BD39-44D2-80EA-152B1B779B29

Moore County
Attn: Daniel Gwyn
810 Juniper Lane RD
West End, NC 27376 Phone: 910-690-1905 dgwyn@moorecountync.gov
Aquatech B12 truck mounted rear reel combination sewer cleaning machine
Debris tank
12 cubic yard capacity
56,000 lb. double acting dump hoist
Rear splash plate bumper
Top hinged hydraulic open/clos rear door
Self-aligning closer seal
Four individual hydraulic cylinder door locks
Two debris level sight eyes located in rear door
Stainless steel/rubber boot ball check valve
Rear door safety prop
6" rear drain valve in rear door with 15' x 6" hose Boom assembly
Debris tank floor flush out system Top loading boom design
Water tank system One-piece heavy-duty rubber debris hose
1,150 gallon capacity 4' 6" double acting dual hydraulic extension 19' overall length
3/8" thick polyethylene UV stabilized graphite tanks Slewing gear power rotation with 360 rotation
Curb side fill Hydraulic power up/down rear boom storage
Anti-siphon air gap system Boom mounted internal air vac valve
Self-cleaning tank design with 2.5" quick opening drain Boom clean out port
Water level sight gauge front and rear Hose reel assembly
Water pump system Rear mounted hose reel
80 GPM @ 2000 PSI high pressure water pump 800' x 1" hose capacity
Water filter at pump inlet Hydraulically articulated 180 street to curb rotation
Kevlar poly chain drive system Hose reel rotation controlled via electric/hydraulic control
Water pump on/off controls located are rear hose reel Heavy-duty roller level wind guide
Water purge valve 400' x 1" 2,500 PSI sewer hose
3-way control valve system located at operator's station 20' leader hose
Pressure relief valve to protect pump Operating controls
Side hand gun connection with relief valve 6-position boom control joystick at control station
Multi Flow unloader system 4-position reel control joystick at control station
Water purge blow out system Hydraulic door open/close/dump control at side station
Air vacuum system Engine throttle and vacuum pressure gauge
PD vacuum with 5000 CFM and 18" Hg lift Chassis tachometer
Kevlar reinforced poly chain drive Vacuum gauge
Powered by heavy-duty horizontal transfer case Hose reel speed control
Blower engagement at operator's station Hand held Remote control
Horizontally mounted stainless steel micro screen filter Lights
Vacuum pressure gauge at operator's station LED D.O.T. lighting
Paint Standard accessories & tools
White tank, chassis Cab Stainless steel fenders and mud flaps
Power deck jet black One 8" x 6' intake tube

Warranty One 8" x 8' extension tube

Lifetime warranty on water tank Front bumper mounted rack for two 8" tubes

Lifetime warranty on debris tank Back up alarm

Lifetime warranty on poly chains One 15 nozzle

Five year warranty on drive system One 30 nozzle

Truck chassis Dual camera system with split monitor, rear view and work zone

Mounted on Freightliner 108 SD

Continued on next page ...

WE ARE PLEASED TO SUBMIT THIS NORTH CAROLINA SHERIFFS' ASSOCIATION CONTRACT #22-06-0426 PROPOSAL:

September 28, 2021

ATTACHMENT 1DocuSign Envelope ID: E29AEC98-BD39-44D2-80EA-152B1B779B29

Total for above, 6% NCSA discount …
Optional equipment, 6% NCSA discount:
Hydro excavation package including cyclone separator with collection chamber,
high pressure gun with 12" x 75' hose and spring retracting reel, debris tank
vibrator, and dig wand
80 GPM @ 2,500 psi water pump in lieu of 80 GPM @ 2,000 psi
Low pressure hand gun system hose reel
Hydraulic powered lateral cleaning kit
Cold weather package including 12-volt water recirculation and purge systems
Lighting package including two body strobe lights, two front strobe lights, two
rear strobe lights, six flood lights, two boom lights, LED arrow board, and one
hand held spot light
Linear amber lighting
Remote body lubrication
Remote gear box sight glass
Dual Side water tank fill system
Rear door reflective striping
Water tank interconnect with ball valve
Pipe cleaning package including IntelACount digital footage counter,
1" x 600' 3,000 psi sewer hose, 25' x 2.5" hydrant fill hose, 3" flexible hose
guide with 20' rope, 8" manhole tube support, two 8" x 5' band lock
extension tubes, three 8" x 6' band lock extension tubes, one 1" x 12"
nozzle extension, one 1" 11 80 GPM @ 2,500 psi bayonet nozzle,
one 1" 15 80 GPM @ 2,500 psi ellipse nozzle
One 8" X 3' Fluidizer tube
One 8" hydro excavation tube
48"Wx24"Dx24"H Tool Box with Shelf
Aluminum Tool Trays on Both Side of Water Tanks
Second Tiger Tail Holder Under Rear Splash Plate Bumper
Vertical 8 Tube rolling rack with long tool storage
Traffic cone holder (no cones)
Hydrant wrench
Water pump hour meter
Blower hour meter
Hydraulic temper gauge
Hydraulic body back up system
Custom paint (body only) black power deck and white cab)
Pneumatic vacuum breaker
Steel surcharge (net, no discount)
Freight, pre-delivery inspection, fuel, local delivery & operator training
Total …
Terms: Due upon receipt FOB destination This is a titled vehicle; sales tax is paid when registered
Prepared by:Bob O'Hara, Vice President 704-497-0455 bob@ciequipment.com
9/21 Marty Bolde, Environmental Products Manager 864-650-6411 marty@ciequipment.com

13,334.00	13,334.00
52.00	48.00
245.00	230.00
245.00	230.00
4,590.00	
3,640.00	3,421.00
630.00	592.00
650.00	611.00
2,444.00	
271.00	254.00
5,000.00	4,700.00
4,004.00	3,763.00
8,851.00	
386.00	
650.00	
Included	
692.00	
Included	
442.00	415.00
1,566.00	1,472.00
1,638.00	1,539.00
2,600.00	
6,126.00	5,758.00
520.00	488.00
2,080.00	1,955.00

MSRP Discounted Price
NC Sheriffs' Association
Contract #22-06-0426

15,713.00	
276.00	259.00
694.00	
6,110.00	
5,167.00	
9,417.00	
411.00	
5,497.00	
356,057.00$	378,785.00$
447,698.00$	475,435.00$
16,716.00	
6,500.00	
3,276.00	
739.00	
4,883.00	
3,079.00	
5,200.00	4,888.00

Fiscal Year 2021/2022
Budget Line Item
Number
Budgeted
Amount Increase/ Revised
(Decrease) Budget
Revenue 61019000 36002 Appropriated Retained Earnings - 130,509 130,509
Expense 61041055 55401 Vehicle Purchase 267,539 130,509 398,048
Approved this _______________day of___________________________________, 2021

Frank Quis
Moore County Board of Commissioners

Laura Williams
Clerk to the Board
60004
Public Utilities - Purchase new Vac Truck

Agenda Item:
Meeting Date: 12/6/2021

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Misty Leland, County Attorney

DATE: December 2, 2021

SUBJECT: Update Personnel Policy – New Local Act: Special Separation Allowance for Law Enforcement

PRESENTER: Misty Leland, County Attorney

REQUEST:
Revise the Personnel Policy to be congruent with a new local act, Session Law 2021-188 (HB 406), effective January 1, 2022.

BACKGROUND:
Session Law 2021-188 (HB 406) was recently ratified on November 30, 2021. The new local act applies to three counties: Moore, Cleveland, and Rutherford. The new act provides a special separation allowance for law enforcement officers within the three counties who have attained 25 years of service, has not attained the age of 62, has completed at least 10 years of continuous service as a law enforcement officer for either Cleveland, Rutherford, or Moore Counties immediately preceding a service retirement, and is not a recipient of the special separation allowance provided under G.S. 143-166.41 or G.S. 143-166.42. The act is effective January 1, 2022.

IMPLEMENTATION PLAN:
Determine eligibility and provide the special separation allowance if applicable.

FINANCIAL IMPACT STATEMENT:
Provide the separation allowance as specified in the local act.

RECOMMENDATION SUMMARY:
Make a motion to revise the Moore County Personnel Policy to implement the new local act, Session Law 2021-188 (HB 406), and authorize Human Resources to determine eligibility pursuant to the local act.

SUPPORTING ATTACHMENTS:
Session Law 2021-188 (HB 406)

GENERAL ASSEMBLY OF NORTH CAROLINA
SESSION 2021

SESSION LAW 2021-188
HOUSE BILL 406

H406-v-6
AN ACT PROVIDING A SPECIAL SEPARATION ALLOWANCE FOR CERTAIN CLEVELAND, RUTHERFORD, AND MOORE COUNTY LAW ENFORCEMENT OFFICERS WHO ATTAIN TWENTY-FIVE YEARS OF SERVICE.

The General Assembly of North Carolina enacts:

SECTION 1.(a) The following definitions apply in this section:
(1) Creditable service. – The service for which credit is allowed under the retirement system of which the officer is a member, provided that at least fifty percent (50%) of the service is as a law enforcement officer.
(2) Law enforcement officer. – As defined by G.S. 128-21(11d) or G.S. 143-166.50(a)(3).
SECTION 1.(b) On and after January 1, 2022, and notwithstanding any other provision of law to the contrary, every sworn law enforcement officer who is employed by Cleveland, Rutherford, or Moore Counties and qualifies under subsection (c) of this section shall receive, beginning in the month in which the officer retires on a basic service retirement under the provisions of G.S. 128-27(a), an annual separation allowance according to the following:
(1) Upon completion of 25 years of service, an amount equal to seven hundred twenty-five thousandths percent (0.725%) of the annual equivalent of the base rate of compensation most recently applicable to the officer for each year of creditable service.
(2) Upon completion of 26 years of service, an amount equal to seven hundred fifty thousandths percent (0.750%) of the annual equivalent of the base rate of compensation most recently applicable to the officer for each year of creditable service.
(3) Upon completion of 27 years of service, an amount equal to seven hundred seventy-five thousandths percent (0.775%) of the annual equivalent of the base rate of compensation most recently applicable to the officer for each year of creditable service.
(4) Upon completion of 28 years of service, an amount equal to eight hundred thousandths percent (0.800%) of the annual equivalent of the base rate of compensation most recently applicable to the officer for each year of creditable service.
(5) Upon completion of 29 years of service, an amount equal to eight hundred twenty-five thousandths percent (0.825%) of the annual equivalent of the base rate of compensation most recently applicable to the officer for each year of creditable service.

(6) Upon completion of 30 years of service, an amount equal to eight hundred fifty thousandths percent (0.850%) of the annual equivalent of the base rate of compensation most recently applicable to the officer for each year of creditable service.

The allowance authorized by this section shall be paid in equal installments on the payroll frequency used by the employer.

SECTION 1.(c) In order to qualify for the allowance, the officer shall meet all of the following criteria:

(1) Has completed 25 or more years of creditable service.

(2) Has not attained 62 years of age.

(3) Has completed at least 10 years of continuous service as a law enforcement officer for either Cleveland, Rutherford, or Moore Counties immediately preceding a service retirement. Any break in the continuous service required by this subdivision because of disability retirement or disability salary continuation benefits shall not adversely affect an officer's qualification to receive the allowance, provided the officer returns to service within 45 days after the disability benefits cease and is otherwise qualified to receive the allowance.

(4) Is not a recipient of the special separation allowance provided under G.S. 143-166.41 or G.S. 143-166.42.

SECTION 1.(d) Payment to a retired officer under the provisions of this section shall cease at the earlier of the following:

(1) The death of the officer.

(2) The last day of the month in which the officer attains 62 years of age.

(3) The first day of reemployment by a local government employer in any capacity.

SECTION 1.(e) Notwithstanding the provisions of subdivision (3) of subsection (d) of this section, payments to a retired officer shall not cease when a local government employer employs a retired officer for any of the following:

(1) In a public safety position in a capacity not requiring participation in the Local Governmental Employees' Retirement System.

(2) In service to a county board of elections on an election day in a capacity that complies with G.S. 128-21(19) and does not result in cessation or suspension of the retiree's benefit from the Local Government Employees' Retirement System.

SECTION 1.(f) This section does not affect the benefits to which an individual may be entitled from State, local, federal, or private retirement systems. The benefits payable under this section shall not be subject to any increases in salary or retirement allowances that may be authorized by local government employers or for retired employees of local governments.

SECTION 1.(g) The governing bodies of Cleveland, Rutherford, and Moore Counties shall determine the eligibility of employees for the benefits provided in this section.

SECTION 1.(h) The governing bodies of Cleveland, Rutherford, and Moore Counties shall make the payments set forth in subsection (b) of this section to those individuals determined to be eligible under subsections (c) and (g) of this section from funds available.

SECTION 2. This act applies only to Cleveland, Rutherford, and Moore Counties.

SECTION 3. This act becomes effective January 1, 2022, and applies prospectively to eligibility determinations made by the governing bodies of Cleveland, Rutherford, and Moore Counties on or after that date.

In the General Assembly read three times and ratified this the 30th day of November, 2021.

s/ Phil Berger
President Pro Tempore of the Senate

s/ Tim Moore
Speaker of the House of Representatives

Agenda Item:
Meeting Date: 12/06/2021

MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Laura M. Williams, Clerk

DATE: 11/29/2021

SUBJECT: Appointments / Board of Health

REQUEST:

Appoint nurse member to the Board of Health.

BACKGROUND:

The nurse position on the Board of Health is vacant due to the loss of Mr. Max Muse.

IMPLEMENTATION PLAN:

Clerk will make notification of appointment and update records.

RECOMMENDATION SUMMARY:

Make a motion to appoint a nurse member to the Board of Health to fill the unexpired term of Max Muse through April 30, 2022.

Director of Infection C ontrol/P atient Safety and Employee Health for FirstHealth of the C arolinas. I have worked as anurse in Infection C ontrol and P revention for over 25 years and have been at FirstHealth of the C arolinas since 1997.Throughout my career I have worked closely with the health department in several counties.

Jayne P. Lee
845 Seven Lakes North West End, NC 27376
9106900190 JLEE@ FIRSTHEALTH.ORG
11/23/2021

CURRICULUM VITAE

NAME: Jayne P. Lee, RN, BSN, MPH, CIC, FAPIC

ADDRESS: 845 Seven Lakes North PHONE: 910-715-1533(w) 910-690-0190 (H)
West End, NC 27376 EMAIL: jlee@firsthealth.org

LICENSURES and CERTIFICATIONS:

North Carolina Registered Nurse, 1982 – current
Certification in Infection Control (CIC), 1996 – current
Lean Healthcare Projects Certified, 2016- current
Six Sigma Green Belt, 2008-current
Certification in Critical Care Nursing (CCRN), 1985-1997
Fellow in the Association of Professionals in Infection Control and Epidemiology – 2019

EDUCATION:

Institution	Degree	Dates	Major
UNC-Chapel Hill	MPH	1993	Public Health Nursing
Barton College	BSN	1982	Nursing

PROFESSIONAL EXPERIENCE:

Institution Dates
FirstHealth of the Carolinas/ July, 1997 – present
Moore Regional Hospital
Pinehurst, North Carolina

October, 2001 to current – Director Infection Control/Patient Safety and Employee Health (January, 2005 – January 2007 additionally directed Case Management and Quality)

March, 1999 – October, 2001 – Assistant Director, Performance Improvement and Infection Control

July, 1997 – March, 1999 - Infection Control Coordinator

Moses Cone Hospital System July, 1995 – July, 1997

Greensboro, North Carolina

Infection Control Practitioner

Wilson Memorial Hospital September, 1983 – July, 1995
Wilson, North Carolina

1993-1995 Infection Control Coordinator

1988-1993 Staff Development Instructor
1987-1988 Manager, Emergency Department
1985-1987 Manager, Telemetry Unit
1983-1985 Staff Nurse, Critical Care Unit

Wake Medical Center June, 1981 – August, 1983
Raleigh, North Carolina

1982-1983 Staff Nurse, Telemetry/Medical Unit
1981-1982 Nurse Technician – Telemetry/Medical Unit

PUBLICATIONS:
Articles in Refereed Journals

Arnoczy, G., Forest, E., Lee, J., Elkins, E., Goins, D., Gilleland, W., Canfield, E., Coe, S., Barnes, D., Schirmer, C.(2021) SARS-CoV2 Antibody Positivity Rates and Employee Expectations of Positivity Rates among healthcare workers at a Community hospital in North Carolina. American Journal of Infection Control & Epidemiology, 49(9), 1204-1205.

Hudson, S., Arnoczy, G., Gibson, H., Thurber, C., Lee, J., Kessell, A. (2019). Probiotic Use As Prophylaxis for Clostridium Difficile-Associated Diarrhea in a Community Hospital. American Journal of Infection Control & Epidemiology, 47(8), 1028-1029.

Flippo, P. L., & Lee, J. (2011). Clinical Evaluation of the Sorbaview SHIELD Securement Device Used on Peripheral Intravenous Catheters in the Acute Care Setting. Journal of the Association for Vascular Access, 16(2), 95-102. doi:10.2309/java.16-2-6.

Additional Publications and Presentations

Lee, J. Infection Prevention in Dermatology in the 21st Century. Presentation North Carolina Dermatology Nurses' Association. Raleigh, NC, September, 2018.
Lee, J. & Pegg, S. Discontinuing Contact Isolation Precautions. Presentation APIC-NC Spring Conference, Smithfield, NC, April, 2018.
Lee, J. Improving Catheter Maintenance to Decrease Catheter Associated Urinary Tract Infections. Poster Presentation National SHEA Conference, Orlando, FL, May, 2015.
Lee, J. The Open Experience: The Role of the IP in Disaster Planning. Presentation APIC-NC Fall Conference, Concord, NC, September, 2014.
Lee, J. & Pugliese, G. Infection Prevention and Safety Collaboration for Maximum Impact. Presentation APIC 41st Annual Education Conference and International Meeting, Anaheim, CA, June 2014.

Walters, G., Lee, J. & Riddle, L. Determining Effects of Education and Improved Foley Catheter Care on Nurses' Knowledge and Catheter Associated Urinary Tract Infections. Poster Presentation 21st National Evidence-Based Practice Conference, University of Iowa, April, 2014.

Lee, J. Disinfection Cap Makes Critical Difference in Central Line Bundle for Reducing CLABSIs. Poster Presentation APIC 38th Annual Educational Conference & International Meeting, Baltimore, MD, June 2011.

Lee, J. & Dobin, A. (2010). Disinfection Cap for Luer Access Valves: A Key to Preventing Catheter Infections. Infection Control Today, November 2010, 14(11), 42-44.

PROFESSIONAL ACTIVITIES:

Memberships Held in Professional Organizations

Association for Professionals in Infection Control & Epidemiology (APIC) 1994 – current

NC Chapter President – 2013

NC Chapter President - 2006

NC Chapter Fall Conference Committee Chair –2005, 2012

NC Chapter Fall Conference Committee Member - 2006, 2007, 2013, 2014, 2015

NC Chapter Membership Chair and Board Member – 1997-2000

Sigma Theta Tau, National Nursing Honor Society – 1982 – present

American Association of Critical-care Nurses (AACN) 1984- 1997

North Carolina Governor's Advisory Board for Public Reporting of Hospital Infection Rates – 2008

Dr. P amela 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 IOP L graduate

Board of Health
Nursing/Adult C are
C ommunity C ollge
Social Services
10/06/2021

Agenda Item:
Meeting Date: 12/06/2021

MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Laura M. Williams, Clerk

DATE: 11/23/2021

SUBJECT: Appointments / Local Emergency Planning Committee

REQUEST:

Reappoint member to the Local Emergency Planning Committee.

BACKGROUND:

The current term of service for member Richard Maness (representing the Sheriff's Office) expires December 31.

IMPLEMENTATION PLAN:

Clerk will make notification of appointment and update records.

RECOMMENDATION SUMMARY:

Make a motion to reappoint Richard Maness to the Local Emergency Planning Committee for a three-year term expiring December 31, 2024.

Agenda Item:
Meeting Date: 12/06/2021

MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Laura M. Williams, Clerk

DATE: 11/23/2021

SUBJECT: Appointments / Nursing and Adult Care Home Community Advisory Committee

REQUEST:

Reappoint member to the Nursing and Adult Care Home Community Advisory Committee.

BACKGROUND:

The current term of service for member Helen Schillaci expires December 31. She is willing and recommended to continue service.

IMPLEMENTATION PLAN:

Clerk will make notification of appointment and update records.

RECOMMENDATION SUMMARY:

Make a motion to reappoint Helen Schillaci to the Nursing and Adult Care Home Community Advisory Committee for a three-year term expiring December 31, 2024.

Agenda Item:

Meeting Date: 12/06/2021

MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Laura M. Williams, Clerk

DATE: 11/23/2021

SUBJECT: Appointments / Transportation Advisory Board

REQUEST:

Appoint two new members to the Transportation Advisory Board.

BACKGROUND:

Moore County Veterans Services Director Kelly Greene and DSS Administrative Officer Kimmie Dowdy have indicated willingness to serve the unexpired terms of their predecessors on the Transportation Advisory Board.

IMPLEMENTATION PLAN:

Clerk will make notification of appointments and update records.

RECOMMENDATION SUMMARY:

Make a motion to appoint to the Transportation Advisory Board: Kelly Green to fill the unexpired term of Jim Pedersen through June 30, 2023 and Kimmie Dowdy to fill the unexpired term of Krystale Strickland through June 30, 2022.

Agenda Item:
Meeting Date: 12/06/2021

MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Laura M. Williams, Clerk

DATE: 11/30/2021

SUBJECT: Appointments / Pinebluff Planning and Board of Adjustment Committee ETJ

REQUEST:

Appoint member to the Town of Pinebluff ETJ Planning Board / Board of Adjustment Committee.

BACKGROUND:

Request has been received from the Town of Pinebluff for the Board to appoint Cliff Brown of 236 Countryside Dr., Aberdeen to the Town's ETJ Planning Board / Board of Adjustment Committee.

IMPLEMENTATION PLAN:

Clerk will make notification of appointment.

RECOMMENDATION SUMMARY:

Make a motion to appoint Cliff Brown as a member of the Town of Pinebluff ETJ Planning Board / Board of Adjustment Committee.