

MOORE COUNTY BOARD OF COMMISSIONERS

TUESDAY, SEPTEMBER 21, 2021

REGULAR MEETING

4:30 P.M. – CALL TO ORDER

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

5:30 P.M. – INVOCATION – Rev. Joe Keen, New Covenant Fellowship

PLEDGE OF ALLEGIANCE – County Manager Wayne Vest

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

II. ADDITIONAL AGENDA

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

III. APPROVAL OF CONSENT AGENDA

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

- A. Minutes: September 1, 2021, Special Meeting
- B. Minutes: September 7, 2021, Regular Meeting
- C. Travel Reimbursement to Commissioner Gregory
- D. Tax Releases/Refunds – August 2021
- E. Budget Amendments

IV. RECOGNITIONS

- A. Glenda Clendenin, Director of Elections (Commissioners/Administration)
- B. Cooperative Extension – National 4-H Week Proclamation (Moore County 4-H Teen Leadership Council)

V. PRESENTATIONS

- A. Tax – 2021 Session of the Board of Equalization and Review (Commissioner Jerry Daeke)

VI. PUBLIC HEARINGS

VII. OLD BUSINESS

VIII. NEW BUSINESS

A. Solid Waste – Request for Approval of Construction and Engineering Contract for Aberdeen Collection Site (David Lambert, Solid Waste Director)

B. Administration – Request for Approval of Addendum # 4 with Moseley Architects (Rich Smith, Capital Projects Manager)

C. Administration – Request for Approval of Addendum # 5 with Moseley Architects (Rich Smith, Capital Projects Manager)

D. Board – Request for Approval of a Resolution regarding Appointment of Members to the Sandhills Center Board of Directors (Commissioner Catherine Graham)

IX. APPOINTMENTS

A. Fire Commission

X. ADDITIONAL AGENDA

XI. MANAGER'S REPORT

XII. COMMISSIONERS' COMMENTS

XIII. CLOSED SESSION – if needed

ADJOURNMENT

COMMISSIONERS' UPCOMING MEETINGS/EVENTS:

Pre-agenda, Wednesday, September 29, 9:30am (Ritter / Quis)

Regular Meeting, Tuesday, October 5, 10:30am

PUBLIC COMMENT PROCEDURES

MOORE COUNTY BOARD OF COMMISSIONERS

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

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

respectful

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

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

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

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

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

and documents with the Clerk to the Board.

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

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

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

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

rear of the Commissioner's Meeting Room.

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

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

Revised on the 7th day of April 2015.

Revised on the 7th day of February 2017.

MOORE COUNTY BOARD OF COMMISSIONERS SPECIAL MEETING

WEDNESDAY, SEPTEMBER 1, 2021, 2:00 P.M.

The Moore County Board of Commissioners convened for a special meeting (work session) at 2:00pm, Wednesday, September 1, 2021, in the Grand Hall of the Moore County Senior Enrichment Center, 8040 US Hwy 15/501, Carthage, NC.

Commissioners Present:

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

Chairman Quis called the meeting to order. County Manager Wayne Vest offered the invocation and Vice Chairman Louis Gregory led the Pledge of Allegiance.

American Rescue Plan Funds

County Manager Wayne Vest provided an overview of topics on the agenda and then introduced Internal Auditor Tami

Golden to provide additional information and to introduce guest speakers from the State's Pandemic Recovery Office.

Ms. Golden provided a review of the American Rescue Plan Act as follows:

The President signed ARPA on March 11, 2021. At the end of March, the County was notified of receipt of \$19.5 million

over a two-year period. On June 1, 2021, the Board approved to accept the funds totaling \$19,594,757. Half of the funds

were received June 14, 2021 and deposited into a separate bank account at First Bank. The remainder of the funds should

be received around June 2022. County staff had attended several online meetings, webinars, etc. regarding eligible uses

for the funds, reporting, and other requirements. No funds had been spent to date. In the first two months, the County

earned \$870.00 in interest on the funds.

Ms. Golden introduced the two guest speakers from NCPRO, Nate Halubka and Adam Shull. Mr. Halubka and Mr. Shull

gave further introduction and background and then provided a presentation regarding the ARP funds, hereby incorporated

as a part of these minutes by attachment as Appendix A. Commissioner Gregory inquired during the course of the presentation regarding use of funds for premium pay for testing and vaccines. Mr. Halubka noted that premium pay for

COVID response would be for someone in harm's way. Mr. Shull advised that there were some nuances to pay attention

to. Commissioner Graham asked if incentives would be allowed for those already vaccinated and Mr. Halubka indicated

they were still getting feedback regarding that use. Commissioner Gregory asked about the amount allowed and Mr.

Halubka said it would be within the County's discretion within the set parameters. The presentation continued and there

was extended discussion regarding Qualified Census Tracts and explanation that they were not affected by the State's tier

system. Mr. Halubka and Mr. Shull concluded their presentation and remained available for questions.

Public Works Director Randy Gould presented information regarding potential projects to be addressed with ARP funds.

His presentation is hereby incorporated as a part of these minutes by attachment as Appendix B. Mr. Vest noted that

Moore County would not be the only entity receiving funds and as other agencies got their plans in place, the County would be competing with them for labor, materials, etc.

Information Technology Director Chris Butts provided a presentation regarding the potential to use ARP funds for broadband services. His presentation is hereby incorporated as a part of these minutes by attachment as Appendix C.

Discussion followed.

Staff noted they were still awaiting clarification on whether ARP funds could be used for fire stations and EMS bases. If

these were determined to be eligible expenses, those needs would also be considered.

Mr. Vest recommended the Board convene for another work session when more information was available and put together a plan that would maximize the return on the dollar.

Chairman Quis asked the commissioners for their thoughts on how to proceed and noted projects could be slowed down

by engineering requirements, etc. Mr. Vest shared that the County would be able to get ahead of some of that since there

was an engineer on staff and noted with the broadband, having and committee and getting a plan together would be important. Chairman Quis noted there would be multiple established providers so that process would need to get going as

soon as possible

Commissioner Graham inquired regarding whether some of the funds could be used toward the construction of the new

court facility. Mr. Halubka said they would have to see some details. He said to send an email and they would see if it

lined up noting there was some specific guidance on capital.

Commissioner Gregory discussed the importance of broadband and how he wanted to ensure all the schools had necessary

internet access. Mr. Halubka discussed that some coronavirus relief funds were used for that type of modernization of

schools and that there would be some allowability in that area. Mr. Vest noted that Moore County Schools would receive

direct funding and have their own rules and guidelines as well.

Chairman Quis discussed the use of funds to incentivize vaccination and asked what the NCPRO staff were hearing from

others to be successful in terms of incentivizing. Mr. Halubka said they had not had the capability to collect best practices.

Commissioner Gregory also discussed the importance of internet connectivity in the field, particularly for law enforcement officers and he had additional questions. Mr. Halubka indicated there was some allowability for teleworking,

but he did not know about Mr. Gregory's specific questions.

Mr. Halubka encouraged everyone to send their additional questions and follow-ups and they would get responses as best

they could.

Chairman Quis thanked the NCPRO staff and Moore County staff for their presentations.

Adjournment

There being no further business, Chairman Quis adjourned the September 1, 2021, Special Meeting of the Moore County Board of Commissioners at 4:22pm.

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

MOORE COUNTY BOARD OF COMMISSIONERS TUESDAY, SEPTEMBER 7, 2021, 10:30AM REGULAR MEETING

The Moore County Board of Commissioners convened for a Regular Meeting at 10:30am, Tuesday, September 7, 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

Chairman Quis called the meeting to order and welcomed everyone. Dr. Daryl Cornett of Aberdeen First Baptist Church offered the invocation and Solid Waste Director David Lambert led the Pledge of Allegiance.

PUBLIC COMMENT PERIOD Mr. John Misiaszek and Ms. Beth Ann Pratt offered comment. ADDITIONAL AGENDA

Upon motion made by Commissioner Gregory, seconded by Commissioner Graham, the Board voted 5-0 to add an item regarding the Charters of Freedom monument to the agenda under New Business. The Chairman asked whether any commissioner had a conflict of interest concerning agenda items the Board would address in the meeting and there were 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: August 17, 2021, Regular Meeting and Closed Session Budget Amendments Resolution Authorizing Upset Bid Process for Woodlake CC Lot 41 SEC 1, Butterwick Dr., Vass, LRK#

00043975

Moore County Transportation Services System Safety Plan Update Moore County Transportation Services / Monarch 22/23 Memorandum of Understanding Amendment to Planning/Inspections FY 21/22 Fee Schedule

The budget amendments, upset bid resolution, and revised fee schedule are hereby incorporated as a part of these minutes by attachment as Appendices A, B, and C, respectively. RECOGNITIONS

National Recovery Month Proclamation

Matt Garner presented information regarding National Recovery Month and read a proposed proclamation. Upon motion made by Commissioner Graham, seconded by Commissioner Ritter, the Board voted 5-0 to adopt the National Recovery Month Proclamation as presented. The proclamation is hereby incorporated as a part of these minutes by attachment as Appendix D. Chairman Quis acknowledged that Sheriff Ronnie Fields was present at the meeting and provided opportunity for him to comment. Sheriff Fields provided information regarding an upcoming event in Robbins, Hope for Recovery, and invited everyone to attend and support it. He also expressed support for an opioid recovery program to be proposed by Dr. William Johnstone in the subsequent agenda item.

PRESENTATIONS The Tides Dr. William Johnstone provided a presentation on The Tides, a nonprofit corporation serving pregnant and postpartum women with opioid use disorder, which he proposed to bring to Moore County through FirstHealth. Dr. Johnstone's presentation is hereby incorporated as a part of these minutes by attachment as Appendix E. Dr. Johnstone requested the Board support and endorse the concept of the program and grant permission for the County Manager to work with him. Commissioner Graham noted the proposed name for the program in Moore County, The Tides Sandhills/Pinehurst, and said she would want to be inclusive of all citizens. Chairman Quis said the Board certainly welcomed Dr. Johnstone to speak with the Manager about the program so everyone could learn more. He inquired regarding the regional nature of FirstHealth and other counties besides Moore being served, and how that would be addressed. Dr. Johnstone explained that in his existing Tides program in New Hanover County, about 84% of the participants were actually from New Hanover County and it was a flexible/dynamic situation. Chairman Quis asked about the staff and where they were housed, etc. Dr. Johnstone explained that the program's participants were housed in a discreet location for their safety and the office staff was also housed there. He said the staff was less than ten people including an executive director, resident managers, and case managers. There was further discussion regarding program statistics shared by Dr. Johnstone, particularly that 100% of the participants remained abstinent from opioids. Commissioner Gregory inquired regarding funding and Dr. Johnstone said the first year would require around \$350K and that would increase in the second year depending on the number of cases. He said the maximum expenses in New Hanover County were less than \$500K. Commissioner Graham commented again regarding the regional nature of needs and Dr. Johnstone indicated he would consider a regional operation. The Board thanked Dr. Johnstone and he indicated he would be in touch with County Manager Wayne Vest.

Sandhills Center Quarterly Fiscal Report

Finance Director Caroline Xiong presented the quarterly fiscal report for Sandhills Center for Mental Health/Developmental Disabilities/Substance Abuse Services.

NEW BUSINESS Health – Request for Approval of 361 ELC Reopening Schools SH Liaison Grant Health Director Robert Wittmann requested approval for a grant that would allow hiring of public health nurse school health liaisons for needs related to COVID-19. Upon motion made by Commissioner Graham, seconded by Commissioner Daeke, the Board voted 5-0 to approve and for the Commissioners' Chair to sign the Agreement Addendum 361 ELC Reopening Schools SH Liaison Grant in the amount of \$115,000, the accompanying budget amendment, and the establishment of a Public Health Nurse position in the FY22 Health Department budget to fulfill the duties of a School Nurse Liaison required by this grant. The budget amendment is hereby incorporated as a part of these minutes by attachment as Appendix F.

Mr. Wittmann offered that he was happy to work with Dr. Johnstone and Mr. Vest on the prior agenda item regarding The Tides. He said he thought there were some grant funds that could be identified and also said he would provide the information to the South Central Health Directors group so maybe they could take a regional approach.

Public Works – Request for Approval of Amendment to Contract for Temporary Bypass Rental Public Works Director Randy Gould requested approval of a contract amendment for temporary bypass pumping for the Water Pollution Control Plant. Upon motion made by Commissioner Graham, seconded by Commissioner Ritter, the Board voted 5-0 to authorize the Chairman to execute the contract amendment No. 1 with Xylem Dewatering Solutions to increase the contract amount to \$103,538.55. Upon motion made by Commissioner Ritter, seconded by Commissioner Graham, the Board voted 5-0 to authorize the County Manager to approve amendments up to \$30,000 each.

Solid Waste – Request for Approval of Service Contract with Hilco Transport, LLC for Hauling Recycling Materials Solid Waste Director David Lambert requested approval of a contract for hauling recycling materials. Upon motion made by Commissioner Graham, seconded by Commissioner Daeke, the Board voted 5-0 to approve the contract with Hilco Transport, LLC for an amount not to exceed \$106,000 for FY 21-22 and \$140,000 per fiscal year, ending on June 30, 2024, and to authorize the Chairman to sign all necessary documents.

Charters of Freedom County Manager Wayne Vest provided a map regarding a proposed location for the Charters of Freedom monument. Commissioner Daeke made a motion, seconded by Commissioner Graham, to approve the Charters of Freedom monument to be located across from the Historic Courthouse. Commissioner Gregory said he thought this was an excellent location and served its purpose. Chairman Quis said he agreed. He said there had been a great deal of discussion about an appropriate location. He said it would also benefit the Town of Carthage as residents and visitors could relax and view the monument there, and said it also certainly tied into the legal system (thus was appropriately located by the courthouse). Commissioner Graham emphasized that this project would cost no tax money. The motion to approve carried 5-0.

APPOINTMENTS Airport Authority Upon motion made by Commissioner Graham, seconded by Commissioner Ritter, the Board voted 5-0 to

appoint Roland Gilliam to the Moore County Airport Authority for a four-year term commencing October 1, 2021, and expiring September 30, 2025. Upon motion made by Chairman Quis, seconded by Commissioner Graham, the Board voted 5-0 to reappoint Tom McPherson to the Moore County Airport Authority for a four-year term expiring September 30, 2025. **Nursing and Adult Care Home Community Advisory Committee**

Upon motion made by Commissioner Ritter, seconded by Commissioner Daeke, the Board voted 5-0 to appoint Silva Porter-Deal and Edmund Kielty to the Nursing and Adult Care Home Community Advisory Committee for initial one-year terms expiring September 30, 2022.

Sandhills Center Board of Directors

Upon motion made by Commissioner Graham, seconded by Commissioner Daeke, the Board voted 5-0 to reappoint Matthew Rothbeind to the Sandhills Center Board of Directors for an additional three-year term expiring September 30, 2024.

Board of Adjustment Upon motion made by Commissioner Graham, seconded by Commissioner Ritter, the Board voted 5-0 to reappoint Frank Thigpen and Kathy Liles to the Board of Adjustment for three-year terms expiring August 31,

2024. **COMMISSIONERS' COMMENTS** Commissioner Graham acknowledged the upcoming twentieth anniversary of September 11, 2001.

Chairman Quis noted it had been a difficult few weeks for many citizens. There was an increase in COVID cases and all that resulted from those, and also the withdrawal and current circumstances in Afghanistan were weighing heavily on the military. He said hearts went out to all those personally affected. **ADJOURNMENT** There being no further business, upon motion made by Commissioner Ritter, seconded by Commissioner Graham, the Board voted 5-0 to adjourn the September 7, 2021, Regular Meeting of the Moore County Board of Commissioners at 11:46am.

Francis R. Quis, Jr., Chairman

Laura M. Williams, Clerk to the Board

Agenda Item: Meeting Date: 09/21/2021 MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Laura M. Williams, Clerk DATE: 09/13/2021 SUBJECT: Travel Reimbursement for Commissioner Gregory
REQUEST:

Approve reimbursement to Commissioner Gregory for lodging expenses incurred for attendance at the NC Association of County Commissioners annual conference. BACKGROUND: Commissioner Gregory attended the NC Association of County Commissioners annual conference in Wilmington, August 11-15, 2021. The NCACC will cover one night's expense since Commissioner Gregory is a member of the NCACC Board of Directors and was required to be present for a meeting. The County will reimburse Commissioner Gregory for the full lodging cost and the NCACC will then reimburse the County for one night's expense.

FINANCIAL IMPACT: The total amount requested is \$1,507.60. The NCACC is expected to reimburse \$380.62 of that total amount. The current available balance for Governing Body travel/training is \$4,075.00.

IMPLEMENTATION PLAN: The clerk will process the request for reimbursement. RECOMMENDATION

SUMMARY: Make a motion to approve reimbursement in the amount of \$1,507.60 to Commissioner Louis Gregory for lodging expenses incurred to attend the NCACC annual conference.

ATTACHMENTS: Travel Report Hotel Receipt

Agenda Item: Meeting Date: 09/21/21 MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS: FROM: Deborah McGiffin, Cooperative Extension/County Director DATE: 09/07/21 SUBJECT: National 4-H Week Proclamation PRESENTER: Moore County 4-H Teen Leadership Council REQUEST: Moore County Board of Commissioners recognize and proclaim to observation of October 3-9, 2021 as National 4-H Week in Moore County BACKGROUND: 4-H is the world's largest youth organization with nearly seven million participants nationally. In North Carolina there are 260,000 4-H members and 13,000 4-H volunteers, and in Moore County more than 1,213 youth and over 70 volunteers participate in 4-H. As part of the NC Cooperative Extension System of NC State University and NC A&T State University which partners with county governments, 4-H is housed in county Extension Centers. Through non-formal, hands-on, and research-based experiential opportunities, Moore County 4-H youth gain knowledge and life skills enabling them to become positive, productive, capable, and compassionate members of their communities. FINANCIAL IMPACT: None IMPLEMENTATION PLAN: N/A RECOMMENDATION SUMMARY: Request a motion for the Moore County Board of Commissioners to recognize the 4-H youth of Moore County by Proclaiming October 3-9, 2021 National 4-H Week and to authorize the Chairman to sign the Proclamation. ATTACHMENTS: National 4-H Week Proclamation

NATIONAL 4-H WEEK PROCLAMATION

WHEREAS, 4-H youth across the nation are leading efforts to solve problems in their communities and make a difference for their futures; and WHEREAS, 4-H is the largest youth development organization in North Carolina and the largest in the nation with over seven million participants; and WHEREAS, 4-H in North Carolina claims 260,000 youth members and 13,000 volunteers, while Moore County 4-H program numbers more than 1,213 members and more than 70 volunteers; and WHEREAS, 4-H as part of the NC Cooperative Extension System of NC State University and NC A&T State University is a program where youth learn through opportunities that provide them hands-on experiences in 4-H's mission mandates of science, engineering and technology; healthy living; and citizenship; and WHEREAS, 4-H has connected youth and their communities with the innovative research and resources from our nation's 112 land-grant universities and colleges for more than 118 years. NOW, THEREFORE, the Moore County Board of Commissioners, do hereby proclaim October 3-9, 2021, as National 4-H Week in Moore County. We urge the people of this County to take advantage of the opportunity to become more aware of this special program that enhances our young people's interests in their futures as part of Moore County 4-H Youth Development and to join us in recognizing the unique partnership between our County and our State University System.

Adopted this the 21st day of September, 2021.

Frank Quis, Chairman Moore County Board of Commissioners

Laura Williams Clerk to the Board

Agenda Item: Meeting Date: September 21, 2021 MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: David Lambert, Solid Waste Director

DATE: September 10, 2021

SUBJECT: Construction and Engineering Contract- Aberdeen Collection Site PRESENTER: David Lambert

REQUEST: Execute a contract with WithersRavenel, Inc. for all professional services and the necessary supervision required for the design and consulting services associated with the relocation of the current residential collection site to another location on Turning Leaf Way. This contract details all work to be completed, but only commits funding for Task 1 and Task 2, totaling \$60,000. Once the team prepares a preliminary design Moore County Solid Waste will request funding for the remainder of the services. This ensures that WithersRavenel, Inc. will provide more concrete cost estimates based on preliminary design elements.

BACKGROUND: Moore County recently purchased 14.25 Acres of an adjacent parcel from Morris Properties, LLC (Recorded on January 7, 2021) for the purpose of relocating the residential collection site currently at the entrance of the Moore County Landfill on 456 Turning Leaf Way. The goal of the project is to improve the safety and flow of traffic at the landfill by separating residential and commercial traffic and construct a facility capable of serving the growing population of southern Moore County. Moore County Solid Waste has presented the concept of a new collection site at the landfill at several community meetings over the two years.

In May, Moore County advertised a Request for Qualifications for the design and construction oversight of the collection site project and Moore County received five very qualified applications. After scoring proposals and interviewing firms the selection committee recommends WithersRavenel, Inc. be the engineer for the project.

This project will be divided into 5 tasks:

- Due diligence Services- Inclusive of Natural Resources investigation, topography surveys, etc.
- Preliminary Design- review of data, layout drawings, and a narrative describing cost/benefit analysis of various waste disposal.
- Final Design- geotechnical investigation, construction drawings, erosion and sediment control permitting, water and sewer permitting. NC DOT permitting, project manual
- Bid Assistance- Scope creation, scoring, etc.

• Construction Administration- execution of contractions, pre-construction conference, shop drawing review, review progress pay requests, final inspection and close out, and construcion observation services. While this contract covers all five tasks necessary for the entire project, Moore County Solid Waste requests that only Task 1 and Task 2 be funded until more reliable project estimates can be made based on the actual preliminary design completed in Task 2. Once the preliminary design is completed, Moore County Solid Waste will seek funding to complete the remainder of the project.

IMPLEMENTATION PLAN: Authorize contract to be signed. FINANCIAL IMPACT STATEMENT: Contracted amount is within the amount budgeted in the Solid Waste Project Fund. RECOMMENDATION SUMMARY:

1. Make a motion to approve a contract with WithersRavenel, Inc. for all necessary engineering/consulting tasks associated with the Aberdeen residential collection site relocation, authorize funding, in the amount not to exceed \$60,000, for Tasks 1 and 2 and authorize the Chairman to execute all necessary documentations.

SUPPORTING ATTACHMENTS: Contract

STATE OF NORTH CAROLINA PROFESSIONAL SERVICES CONTRACT

COUNTY OF MOORE

This Contract is entered into the 21st day of September, 2021, between the County of Moore, a political subdivision of the State of North Carolina (the "County"), and WithersRavenel, Inc. (the "Engineer").

1. SERVICES TO BE PROVIDED AND AGREED CHARGES

The Engineer agrees to provide services ("Services") pursuant to the provisions and specifications identified in Attachments 1 and 2, which are incorporated by reference in this Contract. Pursuant to Section 3 of this Contract, the County agrees to pay for Services contained in Attachments 1 and 2.

2. TERM OF CONTRACT

The term of this Contract is from September 21, 2021 through February 28, 2023.

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

3. PAYMENT TO ENGINEER

During the term of this Contract, the Engineer will receive from the County an amount not to exceed \$60,000.00 (\$35,000 for Task 1 – Due Diligence and \$25,000 for Task 2 – Preliminary Design) as full compensation for the provision of services as provided herein and as detailed in Attachment 2.. The County agrees to pay at the rates specified for Services, satisfactorily performed or provided, in accordance with this Contract. Unless otherwise specified, the Engineer will submit an itemized invoice to the County by the end of the month during which Services are performed or provided. Payment will be processed promptly upon receipt and approval of the invoice by the County.

4. INDEPENDENT ENGINEER

The County and Engineer agree that the Engineer is an independent Engineer and will not represent itself as an agent or employee of the County for any purpose in the performance of the Engineer's duties under this Contract. Accordingly, the Engineer will be responsible for payment of all federal, state and local taxes as well as business license fees arising out of the Engineer's activities in accordance with this Contract. For purposes of this Contract taxes will include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes.

The Engineer, as an independent Engineer, will perform all services in a professional manner and in accordance with the standards of applicable professional organizations and licensing agencies.

5. INSURANCE

The Engineer will maintain all statutorily required Workers' Compensation Insurance for all of the Engineer's employees. The Workers' Compensation Insurance will be in the amounts prescribed by the laws of the State of North Carolina.

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

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a. Employer's Liability --

- 1) Each Accident: \$ 500,000
- 2) Disease, Policy Limit: \$ 500,000
- 3) Disease, Each Employee: \$ 500,000

b. General Liability --

- 1) Each Occurrence (Bodily Injury and Property Damage): \$ 1,000,000
- 2) General Aggregate: \$ 2,000,000

c. Excess or Umbrella Liability --

- 1) Each Occurrence: \$ 1,000,000
- 2) General Aggregate: \$ 1,000,000

d. Automobile Liability --

- 1) Combined Single Limit
(Bodily Injury and Property Damage):
Each Accident \$ 1,000,000

e. Professional Liability --

- 1) Each Occurrence: \$ 1,000,000
- 2) General Aggregate: \$
1,000,000

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

6. INDEMNIFICATION

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

7. HEALTH AND SAFETY

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

Engineer shall not at any time supervise, direct, or have control over Contractor's work, nor shall
Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures
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of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work

8. E-VERIFY

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

9. IRAN DIVESTMENT ACT

The Engineer certifies that: (i) the Engineer is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. § 147-86.58 (the "Final Divestment List"). The Final Divestment List can be found on the State Treasurer's website at the address <https://www.nctreasurer.com/office-state-treasurer/divestment-and-do-not-contract-rules>. Any contract in violation of this Act is void.

10. DIVESTMENT FROM COMPANIES BOYCOTTING ISRAEL ACT

This Engineer certifies that the Engineer is not identified as an entity by the North Carolina Secretary of State that is engaged in a boycott of the State of Israel pursuant to NCGS, Article 6G, Chapter 147. The Final Divestment List can be found on the State Treasurer's website at <https://www.nctreasurer.com/office-state-treasurer/divestment-and-do-not-contract-rules>. Any contract in violation of this Act is void.

11. NON-DISCRIMINATION IN EMPLOYMENT

The Engineer will not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, or disability. In the event the Engineer is determined by the final order of an appropriate agency or court to be in violation of this provision or any non-discrimination provision of federal, state or local law, this Contract may be suspended or terminated, in whole or in part, by the County. In addition, the Engineer may be declared ineligible for further contracts with the County.

12. GOVERNING LAW

The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of the State of North Carolina. All actions relating to this Contract in any way will be brought in the General Courts of Justice in the County of Moore and the State of North Carolina.

13. TERMINATION OF AGREEMENT

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

This Contract may be terminated, for cause, by the non-breaching party notifying the breaching party of a substantial failure to perform in accordance with the provisions of this Contract and if the failure is not

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corrected within ten (10) days of the receipt of the notification. Upon such termination, the parties will be entitled to such additional rights and remedies as permitted by law.

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

14. SUCCESSORS AND ASSIGNS

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

15. COMPLIANCE WITH LAWS

The Engineer represents that it is in compliance with all Federal, State, and local laws, regulations or orders, as amended or supplemented. The implementation of this Contract will be carried out in strict compliance with all Federal, State, or local laws regarding discrimination in employment.

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 OF MOORE: MOORE COUNTY SOLID WASTE
ATTN: DAVID LAMBERT, DIRECTOR
P.O. BOX 905
CARTHAGE, NC 28327

ENGINEER: WITHERSRAVENEL, INC.
ATTN: LEGAL
115 MACKENAN DR.
CARY, NC 27511

17. AUDIT RIGHTS

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

18. COUNTY NOT RESPONSIBLE FOR EXPENSES

The County will not be liable to the Engineer for any expenses paid or incurred by the Engineer unless

otherwise agreed in writing.

19. EQUIPMENT

The Engineer will supply, at its sole expense, all equipment, tools, materials, and supplies required to provide contracted Services unless otherwise agreed in writing.

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20. PRIORITY OF DOCUMENTS

In the event of any inconsistency between the Contract and any attachment to the Contract, the Contract will have priority.

21. SEVERABILITY

If any provision of this Contract shall be determined to be unenforceable by a court of competent jurisdiction, such determination will not affect any other provision of this Contract.

22. NON-WAIVER

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

23. ENTIRE AGREEMENT

This Contract and Attachments 1 & 2 constitute the entire understanding between the parties and supersedes all prior understandings and agreements, whether oral or written, relating to the subject matter hereof.

24. AMENDMENT

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

25. DRAFTED BY BOTH PARTIES

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

26. 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 Contract is effective as of the date first written above.

COUNTY OF MOORE WITHERSRAVENEL, INC.

Francis R. Quis, Jr., Chairman Tucker McKenzie
Board of Commissioners Director, Site/Civil

Signatures continue on the next page

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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.

\s3\

Finance Officer

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ATTACHMENT 1

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SCOPE OF SERVICES

- The Engineer will provide all professional engineering services and the necessary supervision, labor, materials, and equipment required for design and consulting services regarding development of the Moore County Landfill located at 456 Turning Leaf Way, Aberdeen, North Carolina, specifically, the relocation of the current residential collection site and a scale house to an adjacent site. Engineering services will be performed in five (5) phases or Tasks as detailed in Attachment 2 which is incorporated by reference. This Contract only funds Task 1 Due Diligence and Task 2 Preliminary Design as detailed in Attachment 2. Task 3, Task 4, and Task 5 will be funded separately from Task 1 and Task 2 in mutually agreed upon written contract amendment(s).

- Below is a general description of services to be performed by Engineer pursuant to the scope of services outlined in the RFP:

A. Design Services. Engineering consultant shall design the project to meet the standards of Moore County (or any other relevant jurisdiction) and the North Carolina Department of Environmental Quality (DEQ). These design services will include, but not be limited to:

- Preliminary design report to substantiate the basis of design concept plan, including design layout, preliminary cost estimates, preliminary phasing plan, and proposed changes in scope of work.
- Provide Design Development and Construction Document design services.
- Coordinate required design surveys, geotechnical work, and structural work; prepare detailed drawings, technical specifications, bid forms, notice to bidders and instructions to bidders.
- Submission of plans and specifications to the State, Moore County and local jurisdictions for review and approval prior to bid advertisement. Resolve, in an expeditious manner, any deficiencies in these documents as may be required by the County and regulatory agencies.
- Other normally required design activities.

B. Construction Administration Services. Engineering consultant shall provide construction administration services to include, but not be limited to:

- Preparation of the notice to bidders and advertisement for bids.
- Attend bid opening, tabulate bid proposals, analyze and make recommendations to the County.
- Conduct the pre-construction conference.
- Check and approve necessary shop and working drawings.
- Prepare change orders as may be required. (County generally treats change orders as contract amendments to the contract)
- Review and approve estimates for progress and final payment.

- Project closeout conference.
- Prepare final as-built record drawings.
- Other normally required construction administration activities.

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ATTACHMENT 1

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C. Construction Observation Services. Engineering consultant will be required to provide construction observation services to include, but not be limited to:

- Daily or weekly inspection (as required and agreed upon by Moore County) of the work appropriate to the stage of construction.
- Report to the construction administrator when the work is unsatisfactory, faulty, or defective, or does not conform to the contract documents.
- Make final observation of all construction and provide a written certification of final observation to the County and appropriate State regulatory agencies.

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ATTACHMENT 2

TASKS 1-5

ABERDEEN CONVENIENCE CENTER PROJECT

The Engineer shall perform Task 1 and Task 2 under this original Contract as specified below. To move forward with Tasks 3, 4, and 5, the County and Engineer must enter into a written contract amendment.

A. TASKS 1-5

TASK 1 – DUE DILIGENCE SERVICES

SUB-TASK 1.1 – NATURAL RESOURCES INVESTIGATION

Wetland/Stream/Riparian Buffer Delineation

- Obtain preliminary site information, including aerial photos, USGS Quadrangle Maps, Moore County Soil Survey, Moore County GIS data, prior to conducting site visit.
- Conduct a site review to determine if the project site contains jurisdictional wetlands, streams and surface waters. Jurisdictional wetlands will be determined using criteria set forth in the 1987 US Army Corps of Engineers (USACE) Wetlands Delineation Manual and applicable Regional Supplement.
- Delineate all jurisdictional wetlands and stream origins in the field using sequentially numbered Wetland Delineation flagging.
- Review the onsite streams depicted on the USGS 7.5 minute Quadrangle and the Moore County Soil Survey to determine subjectivity to the Riparian Buffer Rules (if any). Streams will be evaluated using the procedures set forth in the 2005 North Carolina Division of Water Quality (NC-DWQ) Stream Classification Method.
- Locate all wetland and stream origin flags using a mapping grade Trimble GPS unit. The GPS data will be utilized for preparation of the exhibits for agency verification requests.
- Prepare a Preliminary Delineation Exhibit documenting the results of the delineation, which will be provided to the Client for preliminary planning purposes and to the surveyor to facilitate field location of the delineated features.

US Army Corps of Engineers Jurisdictional Determination

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- Prepare a Jurisdictional Determination Request and all required documents, forms and datasheets in support of the wetland delineation and submit to the US Army Corps of Engineers (USACE).
- If required, coordinate with the USACE to schedule a site visit to review and verify the wetland delineation. Upon completion of the review, any changes to the original wetland line will be communicated to the surveyor for incorporation into the final wetland survey.

SUB-TASK 1.2 – TOPOGRAPHIC SURVEY

- Topographic survey will include approximately 15 acres;
- Horizontal control will be based on NC State Grid, NAD'83(2011);
- Vertical control will be based on NAVD'88;
- Locate existing property corners as may be found on the subject property, and property corners on adjacent properties as may be necessary to help reestablish the boundary of the subject property;
- The property boundary will be shown on the topographic survey, as prepared by others, and will not be prepared as a separate plat in accordance with N.C. G.S. 47-30 standards for recording;
- Conventional survey will be completed using spot grades at approximate 50' intervals and/or LiDAR mapping using UAS (Unmanned Air System);
- Locate all visible and obvious site improvements such as building footprints, roadways, drives, walkways, signs, parking spaces, roadway markings, etc.;
- Storm and Sanitary Sewer will be located to include top and invert elevations, pipe sizes and types, where such determinations are possible;
- Locate trees required to meet the Village of Pinehurst tree survey requirements.
- Sub surface utilities will be located by observation of obvious and visible surface features and the location of paint markings to be designed by WithersRavenel as described, below;
- Contours to be mapped to a 1' (one-foot) interval;
- Topographic mapping will be completed to a scale to be determined by client's Engineer and will be delivered as a signed hard copy in PDF format and as a digital CAD file in AutoCAD .dwg format.

SUB-TASK 1.3 – SUE SURVEY (LEVEL B)

Engineer will locate sub-surface utilities within the survey limits (as specified, above) based on the field observation of visible and obvious aboveground structures and the location of SUE Quality Level B paint markings as determined based on electronic sub surface investigation to be provided by us. The location of sub-surface utilities is approximate. Other sub-surface utilities may exist on site that are not included in the survey.

Engineer or their representatives will not investigate or locate utilities which are not evident from aboveground utility markers or devices, paint markings, previous surveys or other information provided by the Client or their utilities.

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TASK 2 – PRELIMINARY DESIGN

The preliminary design phase will focus on establishing the needs and wants of the County for the new convenience center and preparing project cost estimates that accurately reflect the scope of the project desired by the County. Engineer will:

- Review container pull data for the convenience center to evaluate the number of containers needed for the quantity of each material collected.
- Conduct a site visits during peak usage times to evaluate convenience center traffic and queuing.
- Evaluate the cost-benefit of installing compactors for the municipal solid waste containers based on the haul distance to the transfer station.
- Prepare preliminary layout drawings and a narrative describing the design concepts and approaches, pros/cons, operational considerations, schedule, and other pertinent information.
- Prepare a Preliminary design report to substantiate the basis of design concept plan, including design layout, preliminary cost estimates.

SUB-TASK 2.1 – 50% CONCEPTUAL DESIGN

Engineer will prepare 50% conceptual design drawings for review by the County.

SUB-TASK 2.2 – 100% CONCEPTUAL DESIGN

Engineer will incorporate County's review comments of the 50% conceptual design and submit 100% conceptual design documents for County's approval.

TASK 3 – FINAL DESIGN

SUB-TASK 3.1 – GEOTECHNICAL INVESTIGATION

Engineer will prepare a geotechnical investigation work plan to evaluate soil material properties as needed to design of retaining walls and pavement sections. Engineer will subcontract with a driller to perform approximately 5 geotechnical soil borings.

Engineer will subcontract with a soil material testing firm for soil material analysis.

SUBTASK 3.1 – CONSTRUCTION DRAWINGS

Engineer will prepare construction drawings based on the conceptual design described in Task 2.

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SUB-TASK 3.2 – EROSION AND SEDIMENT CONTROL PERMITTING

The Engineer will submit in pursuit of approval to NCDEQ-Land Quality. This task will cover the permitting process with NCDEQ-Land Quality and will involve the following;

- Financial Responsibility/Countyship Form;
- Plan Checklist;
- Plans and supporting documentation prepared in accordance with NCDEQ-Land Quality requirements;

SUB-TASK 3.3 – WATER AND SEWER PERMITTING

Engineer will prepare water and sewer permit applications to the Town of Aberdeen for review and signature (if required) and then to NCDEQ for review and permit issuance. Fire Flow Model to be provided by subconsultant and is not included as part of this proposal.

- Town of Aberdeen Permit Applications Review Application to be submitted to Town of Aberdeen;
- Public water distribution system permit application submitted to Town of Aberdeen for Applicant Review and signature;
- Public water distribution system permit application, once approved and signed by Town of Aberdeen as Applicant, submitted to NCDEQ;
- Cover Sheet and Plans to be prepared and submitted to NCDEQ;
- Public sanitary sewer collection system permit application to Town of Aberdeen for Applicant Review and signature;
- Public sanitary sewer collection system permit application, once approved and signed by Town of Aberdeen as Applicant, submitted to NCDEQ;

Note: Should the application be via a separate applicant (i.e. not the Town of Aberdeen), that will not be considered a change in scope. If multiple applications are required (i.e. in addition to the Town of Aberdeen), that may be considered a change in scope subject to additional fees.

SUB-TASK 3.4 – NCDOT PERMITTING

Engineer shall coordinate with the County and NCDOT to prepare and submit the necessary Driveway, Two-Party & Three-Party Encroachment agreements and construction drawings for construction of the proposed water and sewer connections, access and/or roadway improvements shown on the Preliminary Design plans. This task will include the following:

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- Prepare and submit NCDOT Driveway, 2-party and 3-party Encroachment Agreements and associated cost estimates and calculations for each type of facility listed above;

- Prepare and submit construction drawings to accompany the permit applications listed above. The construction drawings will be created for each permit application and each will show only the applicable facility;

- For roadway and/or access improvements, this will include the following sheets in accordance with NCDOT requirements:

- o Site/Roadway Plan – Engineer will provide plan sheets that will include the following:

- Existing Conditions Plan;

- Proposed Plan and Profile Sheets of the road widening, restoration and associated utility work;

- Proposed access improvements and associated grading.

- o Roadway Cross Sections – Engineer will provide Cross Sections for the proposed location in accordance with Jurisdiction and NCDOT requirements. The cross sections will depict existing and proposed cross sections at minimum fifty (50) foot intervals;

- o Roadway Striping & Signage Plan – Engineer will provide a Striping & Signage plan in accordance with MUTCD and NCDOT for the required improvements.

- For water and/or sewer, this will include the following sheets in accordance with NCDOT requirements:

- o Water/Sewer Plan – Engineer will provide plan sheets that will include the following:

- Existing Conditions Plan;

- Proposed Plan and Profile sheets containing utility and restoration work.

- o Associated details;

- Includes one (1) revision to the plans based on NCDOT comments;

- Includes Environmental forms: VCER-1 Form, NPDES Form.

SUBTASK 3.5 – PROJECT MANUAL

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Engineer will prepare a Project Manual to include bidding and contract documents and technical specifications.

Engineer will prepare bidding and contract documents using the Standard General Conditions of the Construction Contract as prepared by the Engineer's Joint Contract Documents Committee (EJCDC).

As part of the bidding and contract documents, the Engineer will prepare a detailed unit rate bid form and measurement and payment specification.

Engineer will compile Divisions 1-16 of the technical specifications for the project based on the approved design. Specification sections will be added, in addition to those approved by DHEC, for the General Requirements of the contract including: Summary of Work, Measurement and Payment, Application for Payment, Special Project Procedures, Change Order Procedures, Field Engineering, Project Meetings, Construction Schedules, Shop Drawings, Construction Photographs, Testing and Laboratory Services, Substitutions and Product Options, Contract Closeout, Project Record Documents, and Warranties and Bonds.

Engineer will submit the Project Manual to the County for review by County staff at 90% complete. Engineer will attend one meeting for review of the 90% draft Project Manual. Based on review comments, Engineer will revise the Project Manual consistent with review comments and make additional revisions as necessary.

TASK 4 – BID ASSISTANCE

Engineer will perform public bid phase activities including the following:

Prepare line item quantity take off for use in the bid form and Technical Specifications (County to provide Front End Documents);

As requested by the County, answer Contractor/client questions during bidding;

Assist with preparation of addenda (estimated up to 2 addenda);

Evaluate bids and prepare bid tabulation;

Provide award recommendation to the County.

TASK 5 – CONSTRUCTION ADMINISTRATION

SUBTASK 5.1 - EXECUTION OF THE CONSTRUCTION CONTRACT

Under this task, Engineer will prepare and facilitate the execution of the Contract Documents for the Contractor and County. Engineer will complete the following items:

1. Review the Contract Documents with the County and incorporate any changes into the final documents;

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2. Review proposed changes with the Contractor prior to sending final documents for execution;
3. Prepare five sets of Contract Documents and forward them to the Contractor for execution;
4. Review the Contractor's executed Agreements including the Performance and Payment Bond, Financial Statement, Insurance coverages, etc; and
5. Forward approved contracts to the County for signature and distribute fully executed contracts to all parties.

SUBTASK 5.2 - PRE-CONSTRUCTION CONFERENCE

Engineer will attend a Pre-Construction Conference. At the pre-construction conference, Engineer will assist the County to define procedural guidelines and specific project requirements. Among the items to be addressed are: correspondence distribution, shop drawing and scheduling procedures, Notice-to-Proceed date, critical schedule requirements, staging areas, emergency procedures, survey control requirements, erosion and sedimentation control inspection procedures, and quality control procedures.

SUBTASK 5.3 - ADMINISTRATION OF THE CONSTRUCTION CONTRACT

Engineer will consult with County and act as County's representative as provided in the General Conditions. The extent and limitations of the duties, responsibilities and authority of Engineer as assigned in said General Conditions shall not be modified, except as Engineer may otherwise agree in writing. All of County's instructions to Contractor will be issued through Engineer, who shall have authority to act on behalf of County in dealings with Contractor to the extent provided in this Agreement and said General Conditions except as otherwise provided in writing.

Under this task, Engineer will act on behalf of the County and act as its representative during the construction period. Engineer will provide contract administration required for the Project, including:

1. Carry out the duties and responsibilities as stated in the General Conditions and Supplemental conditions of the construction contract;
2. On behalf of the County, Engineer shall administer the construction contract, responding to Contractor's correspondence, and issuing instructions from the County; maintain a complete document file for the project. Documents to be maintained include, but are not limited to: correspondence, quality control procedures, quality control testing for soils, inspection records, shop drawing schedule, change orders, scheduling, project meetings, costs and disbursement data, progress reports and all other documents pertaining to the construction contract.

The fee for this task is based on a 120-calendar-day construction contract time. If conditions of the Agreement or the scope of the work defined in the Agreement between the Contractor and County is modified such that the contract time is

modified, then Engineer and County may negotiate a modification to the fee for this task.

SUBTASK 5.4 - PROGRESS MEETINGS

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During the estimated 120-calendar day construction period, Engineer will attend progress meetings approximately every two weeks from Notice-to-Proceed through Substantial Completion. It is assumed the purpose of the progress meetings is to address items such as: scheduling slippages, coordination problems, design issues, pending change orders, outstanding shop drawings, procurement delays, and any other issues related to completion of the project. This task assumes a total of 15 progress meetings.

If conditions of the Agreement or the scope of the work defined in the Agreement between the Contractor and County is modified such that the contract time is modified, then Engineer and County may negotiate a modification to the fee for this task.

SUBTASK 5.5 - SHOP DRAWING REVIEW

Engineer will review and approve (or take other appropriate action with respect to) Shop Drawings and samples, the results of tests and inspections, and other data, which the Contractor is required to submit in accordance with the Contract Documents. Engineer will transmit one copy of the shop drawings to the County with written comments. Included in the shop drawing review is the assessment of alternates proposed by the Contractor. All alternate requests will be carefully scrutinized for conformance with the Contract Specifications. During construction, Engineer will maintain a file with a copy of all shop drawings (including as-built documents) for submission to the County upon completion of the project.

SUBTASK 5.6 - REVIEW PROGRESS PAY REQUESTS

Based on our on-site observations and review of the applications for progress payment and the accompanying data and schedules; Engineer will evaluate the percentage of completion submitted by the Contractor and recommend in writing payments to Contractor in the appropriate amount.

Engineer will determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to County, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, the Work has progressed to the point indicated, the quality of such is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Contract Documents).

By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of the Work as it is performed and furnished have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond

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the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer 's review of the Work for the purposes of recommending payments nor Engineer 's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the work in progress, materials, or equipment has passed to County free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between County and Contractor that might affect the amount that should be paid.

The fee for this task assumes a 120-calendar day construction period, and progress payment application by the Contractor of no more frequent than monthly. A total of four (4) progress payment applications are budgeted for this task.

If conditions of the Agreement or the scope of the work defined in the Agreement between the Contractor and County is modified such that the contract time is modified, then Engineer and C County may negotiate a modification to the fee for this task.

SUBTASK 5.7 – FINAL INSPECTION/CONTRACT CLOSEOUT

At completion, Engineer will conduct a walk-through inspection with the Contractor to determine if the Project has reached completion and prepare a punch list of work items remaining. Engineer will conduct one final inspection to determine if the work is acceptable; at the appropriate time Engineer will recommend in writing final payment to Contractor and give written notice to the County and the Contractor that the work is acceptable. A certification will be provided that the project has been completed in accordance with the bid plans and specifications.

SUB-TASK 5.8 – CONSTRUCTION OBSERVATION SERVICES

The fee for this task is based on a 120-calendar-day construction contract time. If conditions of the Agreement or the scope of the work defined in the Agreement between the Contractor and County is modified such that the contract time is modified, then Engineer and County may negotiate a modification to the fee for this task.

Engineer will perform the following Construction Observation Services as part of this task:

Full time general observation and documentation concerning the construction of the Project's roadways and utility infrastructure which includes: water, sanitary sewer mains and utility services (estimated 40 hours per week during the active construction period).

Observation includes monitoring the operations of the Contractor during

construction activities for general compliance with the approved plans and specifications. Field Reports of activities observed while on site shall include;

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Photographs of project site and work performed;

Identify and document progress of work;

Identify and document non-conformance observed during site visit;

Prepare field reports of activities observed while on site;

Attend one (1) punch list inspection and provide completion requirements to the

Contractor associated with the installed infrastructure;

Attend one (1) acceptance inspection of the installed public infrastructure;

Site visits by Engineer of Record (assumed a three (3) hour site visit approximately once (1) per month during active construction period).

The following is a list of critical items that Engineer staff need to observe during construction activities to meet minimum requirements to certify the installation of utility construction or SCM construction as required by the Water, Sanitary Sewer, utility extension permits and approved plans as applicable to this project:

Sewer construction- pipe installation / testing, periodic manhole installations;

Aerial sewer crossings (foundation observation in particular) and review of geotechnical reports (associated with bearing capacity and concrete strength);

Bore and jack installations (including spacer installation);

Periodic water system pipe and fittings, services & fire hydrant installation (initial tap installation and observation approximately every 1000' of water line) /

testing (including pressure testing and bacteriological sampling procedures);

Utility crossing installations (including restraint installation-initial installation, stream/wetland crossings, and sanitary sewer crossing installations in particular);

Tapping sleeve/connections to existing utilities;

Storm Drainage system installation;

Receipt of copies of water sampling results as applicable from the County or their Contractors;

Receipt of copy of CATV reports as applicable from the County or their Contractors;

Geotechnical test results on stone and asphalt densities and thicknesses (to be provided by County to Engineer;

Review construction for general compliance with the current (Jurisdiction) standard specifications and general compliance with the intent of the plans and specifications.

If the estimated schedule is accelerated or delayed, the overall fee could be adjusted accordingly.

Because Engineer will not contract directly with any Contractor performing the work, we are not responsible for the direction of work. The intent of on-site observation is to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work is being performed generally in accordance with the general construction standards and specifications, contract documents. Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of

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the Work and shall not have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents. On the basis of the site visits, Engineer shall keep the County reasonably informed about the progress of the associated Work completed, and it shall be the County's responsibility to make decisions on work progress, changes, and costs. Also, it shall be the County's responsibility to engage the Contractor and schedule to repair any work that needs remediation as identified by the government agencies inspection reports or notices of violations or as identified on Engineer reports.

Engineer is also not responsible for posting bonds and financial guarantees or payment of fees and other items related to design and permitting. Engineer is not responsible for fines levied against the County for failure to complete corrective actions.

B. The responsibilities of COUNTY are as follows:

1. Provide any available CADD files including property boundaries, topography, stream locations, wetlands, and floodplains, existing and planned solid waste disposal areas, scales and scalehouse, shop, leachate tanks, forcemain, etc.
2. Review all project deliverables in a timely manner and forward submittals to Engineer as appropriate.

C. The time period for the performance of Engineer's services are as follows:

- TASK 1 will be completed approximately six weeks following authorization by the County and compiling of all available information.
- TASK 2 will be completed approximately four weeks after TASK 1 and all other County provided information has been obtained.
- TASK 3 will be completed approximately six weeks after TASK 2.
- TASK 4 will be completed based on the schedule established by County's procurement office.
- TASK 5 will be completed in conjunction with the eventual Contractor's schedule which is currently estimated to be four months.

D. The method of payment for services rendered by Engineer shall be set forth as follows:

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Task Fee

TASK 1 – DUE DILIGENCE \$35,000

TASK 2 – PRELIMINARY DESIGN \$25,000

TOTAL \$60,000

Parties will address fees associated with Tasks 3-5 by amendment and upon completion of Tasks 1 and 2.

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Agenda Item:

Meeting Date: 09/21/2021

MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Laura M. Williams, Clerk

DATE: 09/15/2021

SUBJECT: Resolution to Appoint Members of the Sandhills Center Board of Directors in a Manner and with a Composition other than as Required by N.C.G.S. 122C-118.1

PRESENTER: Commissioner Catherine Graham

REQUEST:

Adopt a resolution jointly with Anson, Guilford, Harnett, Hoke, Lee, Montgomery, Randolph, and Richmond Counties regarding appointment of members to the Sandhills Center Board of Directors.

BACKGROUND:

On August 6, 2021, Davidson and Rockingham Counties were approved to disengage from their previous LME/MCOs and realign with Sandhills Center. NC General Statutes limit the voting membership of an LME/MCO board of directors to 21 and Sandhills Center is currently at that maximum membership. To avoid redistributing current county board seat allocations to the newly added counties, request is made for a statutory exception to the maximum number. The exception is permitted because the addition of Davidson and Rockingham Counties will cause Sandhills Center's service area to exceed the population required for the exception.

IMPLEMENTATION PLAN:

The signed resolution will be provided to Sandhills Center for submission to NCDHHS.

RECOMMENDATION SUMMARY:

Make a motion to adopt the JOINT RESOLUTION OF THE BOARDS OF COUNTY COMMISSIONERS OF ANSON, GUILFORD, HARNETT, HOKE, LEE, MONTGOMERY, MOORE, RANDOLPH, AND RICHMOND COUNTIES TO APPOINT MEMBERS OF THE SANDHILLS CENTER BOARD OF DIRECTORS IN A MANNER AND WITH A COMPOSITION OTHER THAN AS REQUIRED BY NC. GEN. STAT 122C-118.1 as presented.

ATTACHMENTS:

- Letter from Sandhills Center
- Resolution

Managing Mental Health, Intellectual/Developmental Disabilities and Substance Abuse Services
910-673-9111 (FAX) 910-673-6202 www.sandhillscenter.org Victoria Whitt, CEO

P.O. Box 9, West End, NC 27376

24-Hour Access to Care Line: 1-800-256-2452

TTY: 1-866-518-6778 or 711

Serving Anson, Guilford, Harnett, Hoke, Lee, Montgomery,
Moore, Randolph & Richmond counties

September 14, 2021

Dear County Commissioners:

As you are aware, during the past several months, the NC Department of Health and Human Services and the NC Association of County Commissioners have worked with Cardinal Innovations, a 20 county Behavioral Health Local Management Entity/Managed Care Organization (LME/MCO) headquartered in Charlotte, regarding:

The dissolution of that organization and its merger into Vaya LME/MCO, an LME/MCO headquartered in Asheville; and

The disengagement and realignment decisions of the Cardinal Innovations' constituent counties.

These activities were the result of the Cardinal Innovations counties concerns with the management of Cardinal Innovations as well as concerns about behavioral health service delivery to their communities.

NC General Statutes allow counties to petition the DHHS Secretary to disengage and realign with other LME/MCOs. The Davidson and Rockingham Counties Board of Commissioners and County staff have had many conversations with the Sandhills Center Board of Directors and Executive Leadership regarding potential realignment with Sandhills Center. Subsequently Davidson County Commissioners voted on June 22, 2021 to disengage from Cardinal Innovations and pursue realignment with Sandhills Center. On July 19, 2021, the Rockingham County Commissioners voted to disengage from Cardinal Innovations and pursue realignment with Sandhills Center.

On August 6, 2021, the NC DHHS Secretary approved the requests of both counties to realign with Sandhills Center, with an effective date of December 1, 2021. Sandhills Center Board of Directors desire to pass a resolution approving the addition and realignment of both counties to the Sandhills Center catchment area.

NC State Statutes limit the number of voting members of an LME/MCO Board of Directors to 21 members. Sandhills Center is currently at that maximum membership, leaving no vacant board seats to distribute to Davidson and Rockingham County. This would mean that current county

board seat allocations would have to be redistributed in order to insure that all constituent counties are represented on the governing body.

However, NC State Statutes does allow for a statutory exception to the maximum number for LME/MCOs whose population exceed 1,250,000. With the addition of Davidson and Rockingham Counties, Sandhills Center will exceed the population required to qualify for an exception. Prior to granting the exception, the NC DHHS Secretary requires that each constituent county pass a resolution requesting such exception.

P.O. Box 9, West End, NC 27376

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Moore, Randolph & Richmond counties

The Sandhills Center Board of Directors is requesting that “the Board of Directors may be appointed with a composition other than as required by N.C. Gen. Stat. § 122C-118.1 as follows: Each county shall have two (2) Board members with the exception of Randolph County, which shall have three (3) Board members; Davidson County, which shall have three (3) Board members; and Guilford County, which shall have (4) Board members. All other statutory requirements will be observed”. This composition would preserve the number of voting members currently available to each county and add an additional five (5) members to be distributed between Davidson and Rockingham Counties. This action will preserve our current practice of ensuring each constituent county hold at least two (2) seats on our Board of Directors and allow additional representation for counties with large population bases. With the NC DHHS Secretary’s approval of this exception, we will be able to maintain the current Board seat distribution without any constituent county giving up seats when Davidson and Rockingham Counties join.

Sandhills Center's Board of Directors has approved the request/resolution and are respectfully requesting that our constituent counties adopt this resolution, requesting a statutory exemption to expand the number of voting Board members of the Sandhills Center Board of Directors. Enclosed you will find the Resolution document. Please let me know if you have any questions.

On behalf of the Sandhills Center Board of Directors, I thank you for your continuing support of Sandhills Center and the work you do for our community individuals with behavioral health needs.

Sincerely,

Victoria Whitt

CEO

Sandhills Center

STATE OF NORTH CAROLINA

JOINT RESOLUTION OF THE BOARDS OF COUNTY COMMISSIONERS OF ANSON, GUILFORD, HARNETT, HOKE, LEE, MONTGOMERY, MOORE, RANDOLPH AND RICHMOND COUNTIES TO APPOINT MEMBERS OF THE SANDHILLS CENTER BOARD OF DIRECTORS IN A MANNER AND WITH A COMPOSITION OTHER THAN AS REQUIRED BY N.C. GEN. STAT. § 122C-118.1

WHEREAS, the Board of Commissioners of the counties of Anson, Guilford, Harnett, Hoke, Lee, Montgomery, Moore, Randolph, and Richmond have established an Area Authority under the name of Sandhills Center for Mental Health, Developmental Disabilities and Substance Abuse Services ("Sandhills Center") consistent with Chapter 122C of the North Carolina General Statutes; and

WHEREAS, the Davidson County Board of County Commissioners and the Rockingham County Board of County Commissioners have each passed a resolution to disengage from Cardinal Innovations to seek realignment with Sandhills Center; and

WHEREAS, on or about August 6, 2021, the Secretary of the North Carolina Department of Health and Human Services has approved the realignment requests of Davidson County and Rockingham County; and

WHEREAS, the Sandhills Center Board of Directors desire to pass a resolution approving the addition and realignment of Davidson County and Rockingham County to Sandhills Center and its catchment area pursuant to 10A N.C.A.C. 26C.0702(d)(4); and

WHEREAS, N.C. Gen. Stat. § 122C-118.1 currently limits the maximum number of voting members of an Area Authority Board of Directors to twenty-one (21) absent approval by the Boards of County Commissioners of that Area Authority and the Secretary of the North Carolina Department of Health and Human Services (NC DHHS) "to appoint members of the area board in a manner or with a composition other than as required;" and

WHEREAS, the Sandhills Center Board of Directors currently consists of the maximum number of twenty-one (21) voting members whereby each county has two (2) Board members with the exception based upon population of Randolph County, which has three (3) Board

members and Guilford County, which has four (4) Board members, leaving no available seats for either Davidson County or Rockingham County; and

WHEREAS, the by-laws of the Sandhills Center reflect an agreement that to the extent it is possible, all counties shall have at least two (2) Board membership positions on the Board at any given time; and

WHEREAS, the addition of Davidson County and Rockingham County to Sandhills Center brings the total catchment population to over the 1,250,000 minimum to qualify for a statutory exception; and

WHEREAS, the Boards of the County Commissioners of Anson, Guilford, Harnett, Hoke, Lee, Montgomery, Moore, Randolph and Richmond Counties agree to this statutory exception to add two (2) seats for Rockingham County and based upon population three (3) seats for Davidson County for a total of twenty-six (26) seats on the Sandhills Center Board of Directors if approved by the Secretary of NC DHHS;

NOW, BE IT RESOLVED JOINTLY as follows:

Upon approval by the Secretary of NC DHHS, the Sandhills Center's Board of Directors may be appointed with a composition other than as required by N.C. Gen. Stat. § 122C-118.1 as follows: Each county shall have two (2) Board members with the exception of Randolph County, which shall have three (3) Board members; Davidson County, which shall have three (3) Board members; and Guilford County, which shall have (4) Board members. All other statutory requirements will be observed.

This Joint Resolutions shall be effective immediately when signed, and no later than December 1, 2021.

ADOPTED AND RATIFIED in counterparts by the Boards of County Commissioners of Anson, Guilford, Harnett, Hoke, Lee, Montgomery, Moore, Randolph and Richmond Counties.

[SIGNATURES FOR EACH COUNTY FOLLOW ON THE NEXT PAGE]

BOARD OF COMMISSIONERS OF ANSON COUNTY

Approved: _____, 2021

By: _____
Chairperson

This the _____ day of _____, 2021

ATTEST: _____
Clerk to the Board

BOARD OF COMMISSIONERS OF GUILFORD COUNTY

Approved: _____, 2021

By: _____
Chairperson

This the _____ day of _____, 2021

ATTEST: _____
Clerk to the Board

BOARD OF COMMISSIONERS OF HARNETT COUNTY

Approved: _____, 2021

By: _____
Chairperson

This the _____ day of _____, 2021

ATTEST: _____
Clerk to the Board

BOARD OF COMMISSIONERS OF HOKE COUNTY

Approved: _____, 2021

By: _____
Chairperson

This the _____ day of _____, 2021

ATTEST: _____
Clerk to the Board

BOARD OF COMMISSIONERS OF LEE COUNTY

Approved: _____, 2021

By: _____
Chairperson

This the _____ day of _____, 2021

ATTEST: _____
Clerk to the Board

BOARD OF COMMISSIONERS OF MONTGOMERY COUNTY

Approved: _____, 2021

By: _____
Chairperson

This the _____ day of _____, 2021

ATTEST: _____
Clerk to the Board

BOARD OF COMMISSIONERS OF MOORE COUNTY

Approved: _____, 2021

By: _____
Chairperson

This the _____ day of _____, 2021

ATTEST: _____
Clerk to the Board

BOARD OF COMMISSIONERS OF RANDOLPH COUNTY

Approved: _____, 2021

By: _____
Chairperson

This the _____ day of _____, 2021

ATTEST: _____
Clerk to the Board

BOARD OF COMMISSIONERS OF RICHMOND COUNTY

Approved: _____, 2021

By: _____
Chairperson

This the _____ day of _____, 2021

ATTEST: _____

Clerk to the Board

Agenda Item:

Meeting Date: 09/21/2021

MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Laura M. Williams, Clerk

DATE: 09/21/2021

SUBJECT: Appointments / Fire Commission

REQUEST:

Appoint three chief members and one citizen member to the Fire Commission.

BACKGROUND:

The terms for current chief members Mike Cameron (East Region) and Rich Lambdin (Central Region) have expired. Additionally, the South Region chief position is vacant upon the loss of Chief McIver. Pinehurst Chief Carlton Cole has been recommended for appointment to that vacancy. The terms for citizen members Barbara Allred and James Dunlap have also expired. The Fire Commission Rules of Procedure were recently amended by the Board of Commissioners and the citizen membership was reduced from five members to three members, so only one citizen member will need to be appointed.

IMPLEMENTATION PLAN:

Clerk will make notification of appointments and update records.

RECOMMENDATION SUMMARY:

Make a motion to reappoint Chief Mike Cameron (East Region) and Chief Rich Lambdin (Central Region) to the Fire Commission for two-year terms expiring June 30, 2023. Make a motion to appoint Chief Carlton Cole (South Region) to fill the unexpired term of Chief John McIver through June 30, 2022. Make a motion to appoint James Dunlap as an at-large citizen member to the Fire Commission for a two-year term expiring June 30, 2023.

ATTACHMENTS:

South Region Recommendation
Fire Commission Rules of Procedure

[Type text]

2021

MOORE COUNTY FIRE COMMISSION
RULES OF PROCEDURE

Version 1.4 BOC Changes

Moore County Fire Commission

Page 2

I. Name

The name of the committee appointed to serve the Moore County Board of Commissioners (the “Board”) will be referred to as the Moore County Fire Commission (the “Fire Commission”).

II. Mission

The mission of the Fire Commission shall be to make formal recommendations to the Board on fire protection and delivery of emergency services applicable to those departments covered under the purview of the Fire Commission.

The responsibilities of the Fire Commission are:

- A. Reviewing and making recommendations on operating budget requests.
- B. Reviewing and making recommendations on Capital Improvement Plan budget requests.
- C. Reviewing and supporting firefighter and volunteer incentive retention and recruitment programs.
- D. Making recommendations to the Board for continuing improvement of the fire protection system.
- E. Reviewing ISO and consultants’ reports and recommending action for improvement as deemed necessary.
- F. Developing and providing overview of all service district operational regulations and guidelines for the Moore County fire protection service district.
- G. Developing a minimum level of training.

III. Membership and Composition

As approved by the Board, the Fire Commission will be composed of:

A. Fire Service Planning and Service Regions Representatives (5 voting, 1 Chief from each Region)

1) North Region

- a. High Falls Fire and Rescue
- b. Robbins Fire and Rescue

c. Westmoore Fire Department

Moore County Fire Commission

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2) South Region

- a. Aberdeen Fire and Rescue
- b. Pinehurst Fire Department
- c. Pinebluff Fire Department

3) East Region

- a. Cypress Pointe Fire and Rescue
- b. Crains Creek Fire Department
- c. Southern Pines Fire and Rescue

4) West Region

- a. Eagle Springs
- b. Seven Lakes Fire Department
- c. West End Fire and Rescue

5) Central Region

- a. Carthage Fire and Rescue
- b. Eastwood Fire Department
- c. Whispering Pines Fire and Rescue

B. Citizen Representatives (5 voting, 1 from each Commissioner District)

C. President of the Moore County Chiefs Association (votes only in the event of a tie)

D. Director of the Moore County Department of Public Safety (non-voting)

E. Deputy Director of the Moore County Department of Public Safety (non-voting)

IV. Appointment and Term

The Board shall make all primary and alternate appointments to the Fire Commission. All appointments shall comply with established rules and procedures of the Board. Any person appointed by the Board to fill an unexpired term shall be appointed to serve the duration of the term. The Board may elect to extend the appointment of any member.

A. Fire Service Positions (5 -Voting). Each fire service planning and service region, as defined in Section III(A), shall nominate one chief from their respective region to represent that region on the Fire Commission. The Board may accept the nomination or, in its discretion, may choose to appoint another chief. The representative shall serve for a term of two years, except as provided for in Section XIII. Should a region's representative change positions, regardless of whether the change is within the region or department, the region may make a

recommendation to the Board that the appointee be removed from the Fire Commission and request that the Board appoint another representative.

B. President of Moore County Chiefs Association (votes only in the event of a tie). The appointed term of the President of the Moore County Chiefs Association shall coincide with the President's tenure as President of the Association. Should the President be replaced by another member of

Moore County Fire Commission

Page 4

the Chiefs Association, the Board shall appoint the person serving as President of the Association to the Fire Commission.

C. Citizen Appointees (3 - Voting). The Board shall appoint three at-large citizens to serve on the Fire Commission. Citizens may not be actively involved in the fire or rescue service. Each appointment is for a two-year term, except as provided for in Section XIII.

D. Director of Moore County Department of Public Safety (non-voting). The Director and his staff will provide administrative support to the Fire Commission. The Director, or his designee, may be called on to provide requested information or advice to the Commission. The Director may participate in any discussions, but is not permitted to vote.

E. Deputy Director of Moore County Department of Public Safety (non-voting). The Deputy Director and his staff will provide administrative support to the Fire Commission. The Deputy Director, or his designee, may be called on to provide requested information or advice to the Fire Commission. The Deputy Director may participate in any discussions, but is not permitted to vote.

F. Removal from the Fire Commission. Members of the Fire Commission serve at the pleasure of the Board and may be removed without cause at any time.

G. Regional Chief Representative (tie-vote). In the event of a tie vote for the regional chief representative, the Fire Commission will review, vote and recommend to the Board of Commissioners the chief to fill the representative position of the Fire Commission.

V. Fire Commission Officers

A. Fire Commission Chair. The Fire Commission Chair will be appointed annually by the Board at the last regularly scheduled Board meeting of the calendar year. The Chair will preside at Fire Commission meetings and may vote in all cases, unless excused by the Fire Commission. In order to address the Fire Commission, a member must be recognized by the Chair.

If the Chair is absent, the Vice-Chair will preside. If both the Chair and Vice-Chair are absent, another member designated by vote of the Fire Commission will preside. The Vice-Chair or member who is temporarily presiding retains all of their rights as a member, including the right to make motions and the right to vote.

If the Chair becomes actively involved in debate on a particular matter, he or she may designate another Fire Commission member to preside over the debate. The Chair shall resume presiding as soon as action on the matter is concluded.

The Chair, or presiding officer, has the following authority:

- To rule motions in or out of order, including any motion deliberately offered to obstruct or delay the conducting of Fire Commission business; and

Moore County Fire Commission

Page 5

- To determine whether a speaker has gone beyond reasonable standards of courtesy in his remarks and to entertain and rule on objections from other members on this ground; and
- To entertain and answer questions of parliamentary law or procedure; and
- To call a brief recess at any time; and
- To adjourn in an emergency.

A decision by the presiding officer under any of the powers listed may be appealed to the Fire Commission upon motion of any Commission member. Such a motion is in order immediately after a decision under those powers is announced and at no other time. The member making the motion need not be recognized by the presiding officer, and the motion, if timely made, may not be ruled out of order.

B. Fire Commission Vice-Chair. The Fire Commission Vice-Chair will be annually appointed by the Board at the last regular scheduled meeting of the calendar year. The position of Vice-Chair shall be a voting position. The role of the Vice-Chair shall be to serve as the presiding officer of the Fire Commission in the absence of the Chair. While serving as the presiding officer, the Vice-Chair shall have the same powers as the Chair.

C. Fire Commission Secretary. The Fire Commission will elect a Secretary annually from among the voting membership. The position shall be responsible for maintaining minutes of meetings.

D. Chair and Vice-Chair. The Chair and Vice-Chair will serve in their respective position for one (1) year. The Board may extend the term for one (1) additional year; however, neither the Chair nor Vice-Chair may exceed two (2) consecutive years in the same position. Between the two positions, one must be filled by a Fire Service Representative and the other by a Citizen Representative.

E. Clerk to the Fire Commission. A staff employee appointed by the Director of Public Safety to ensure meeting notices, minutes and other administrative duties are carried out.

VI. Meetings

The Fire Commission shall meet as needed to accomplish its mission as designated by the Chair.

A. Regular Meetings. The Fire Commission shall hold a regular meeting on the second Thursday of every other month beginning in January of each year, except that if a regular meeting day is a legal holiday, the meeting shall be held on the next business day. The meeting shall be held at the Rick Rhyne Public Safety Center unless otherwise scheduled elsewhere and shall begin at 6:00 PM.

B. Special Emergency and Rescheduled Meetings. Special Meetings. The Chair or a majority of the members may at any time call a special meeting of the Fire Commission. At least forty-eight hours before a special meeting called in this manner, written notice of the meeting stating its time and place and the subjects to be considered shall be given to each Fire Commission member and to the Clerk to the Board.

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1) A special meeting may also be called or scheduled by vote of the Fire Commission in open session during another duly called meeting. The motion or resolution calling or scheduling the special meeting shall specify its time, place, and purpose. At least forty-eight hours before a special meeting called in this manner, written notice of the meeting stating its time and place and the subjects to be considered shall be given to each Fire Commission member and to the Clerk to the Board.

Only those items of business specified in the notice may be discussed or transacted at a special meeting.

2) Emergency Meetings. The Chair or a majority of the members may at any time call an emergency meeting of the Fire Commission by signing a written notice stating the time and place of the meeting and the subjects to be considered. Written or oral notice of the meeting shall be given to each Fire Commission member and to the Clerk of County Commissioners by the Clerk to the Fire Commission. Emergency meetings may be called only because of generally unexpected circumstances that require immediate consideration by the Fire Commission. Only business connected with the emergency may be considered at an emergency meeting. Notice must be given to any local news medium that has requested notice.

3) Recessed Meetings. A properly called regular, special, or emergency meeting may be recessed to a time and place certain by a procedural motion made and adopted in open session during the regular, special, or emergency meeting. The motion shall state the time and place when the meeting will reconvene. No further notice need be given of such a recessed session of a properly called regular, special, or emergency meeting.

C. Organizational Meeting. At the regular meeting in January, the Fire Commission will nominate and elect from its own membership a Secretary. The Chair will open and accept nominations from the Fire Commission members. The Chair will close the nominations and, if necessary, immediately conduct an election. A simple majority of those voting, providing a quorum is present, shall be sufficient in determining the outcome.

D. Cancellation and Rescheduling of Meetings. The Chair may cancel or reschedule a scheduled regular meeting upon determining that there will be no business for the Fire Commission to consider at that meeting, or sufficient notification has been given that indicates that there will be not be a quorum at the meeting.

E. Meeting Notice - Regular Meeting. A regular schedule specifying the time, date, and place of the Fire Commission's regular meetings for the calendar year will be kept on file with the Clerk to the Board and Administrative Officer for the Moore County Department of Public Safety. Any revision to the schedule will be sent to the Clerk and Administrative Officer at least seven calendar days before the first meeting to be held under the revised schedule.

F. Meeting Notice – Special Meetings. For any Fire Commission meeting to be held at a time or place other than those shown on the filed schedule of the Fire Commission's meeting, a written notice of the date, time, and place and purpose of the meeting will be sent to the Clerk to the Board at least three calendar days before the meeting.

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G. Meeting Cancellations. For cancellations of any meeting, all Fire Commission members will be notified at least 24 hours (if possible) before the scheduled meeting time. Fire Commission members may be notified via phone, fax, e-mail, or in writing. In addition, written notice will be sent to the Clerk of Board at least 24 hours (if possible) before the scheduled meeting time.

H. Continuation of Recessed Meetings. If the Fire Commission recesses a regular or special meeting for which proper notice was given, after the Chair has announced in open session the time and place at which the meeting will be continued, no further notice needs to be given for the continuation of the meeting.

I. Quorum. A majority of the actual membership of the Fire Commission excluding vacant seats shall constitute a quorum. A majority is more than half. The Chair shall be considered a member of the Fire Commission in determining the number on which a majority is based and in counting the number of members actually present.

A member who has withdrawn from a meeting without being excused, by majority vote of the remaining members present, shall be counted as present for purposes of determining whether or not quorum is met. The Chair may not call a meeting to order until such time as a quorum is present unless, after waiting a reasonable time past the meeting's scheduled starting time, the Chair determines that there is no hope of obtaining a quorum. In that case, the Chair will call the meeting to order, note the lack of a quorum, and adjourn the meeting. If a quorum ceases to be present at any time during a meeting, the Chair will note the lack of a quorum, order the cessation of business, and adjourn the meeting.

J. Attendance. All members of the Fire Commission are expected to be present at all regularly scheduled meetings. Members who are not physically present but are in direct contact via telephone or internet shall be counted present. NOTE: It is not the intent of the previous sentence to encourage telecommuting for Fire Commission meetings. The intent is to provide for those members who, for a legitimate reason, cannot be physically present for the meetings a means to be involved in the Commission's business and represent those he/she is responsible.

Absences due to health, family emergencies, and shift assignment (fire service where no relief can cover) and work conflict (citizen members) are considered excused for the purpose of this section. All others are considered unexcused.

1) Subcommittees: Members of any Fire Commission subcommittee are expected to attend all subcommittee meetings.

K. Action for Nonattendance. Should any appointed member of the Fire Commission, other than alternate appointees, have three (3) unexcused absences within a calendar year. After the fourth unexcused absence the Fire Commission will make a recommendation to the Board that the appointee be removed from the Fire Commission and that a new person be appointed for

the remainder of the unexpired term.

It should be noted the importance of consistent attendance by all Fire Commission members. In the event a pattern is noted concerning a lack of consistent attendance by a member, whether excused or not, the Chair shall recommend to the Board the replacement of that member.

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1) Subcommittees: Absences due to health, family emergencies, and shift assignment (fire service where no relief can cover) and work conflict (citizen members) are considered excused for the purpose of this section. All others are considered unexcused.

L. Meeting Agenda. The agenda should be prepared to achieve two functions:

- 1) Focus the Fire Commission by determining what issues will be considered at the meeting and what order each issue will be considered.
- 2) Serve as a guide to the public as to what issues will be considered at the meeting.

M. Proposed Agenda. The Chair determines the content and order of the agenda for Fire Commission meetings. The Chair will advise the Moore County Director of Public Safety as to the content of the agenda. At least 7 calendar days before the Fire Commission's next scheduled meeting, the Director of Public Safety will prepare the meeting's agenda. Copies of the Fire Commission proposed agenda and any supporting documents shall be emailed to all commission members and chief officers of all departments prior to the applicable meeting.

Any Fire Commission member may, by a timely request, have an item placed on the proposed agenda. A request to have an item of business placed on the agenda must be received at least 10 working days before the meeting. Each member that requests an item to be on the agenda shall provide a copy of all proposed information, reports, resolutions, etc., that will be attached to the proposed agenda. All agenda documents and commission recommendations shall be submitted in the format (see attachment Appendix A) identified by the County of Moore.

An agenda package shall be prepared that includes, for each item of business placed on the proposed agenda, as much background information on the subject as is available and feasible to reproduce and/or distribute. Each Fire Commission member shall receive a copy of the proposed agenda and the agenda package and the materials shall be available for public inspection and/or distribution when they are distributed to the Fire Commission members.

N. Adoption of the Agenda. As its first order of business at each meeting, the Fire Commission shall discuss and revise the proposed agenda and adopt an agenda for the meeting. The Fire Commission may, by majority vote, add items to or subtract items from the proposed agenda, except that the Fire Commission may not add items to the agenda of a special or emergency meeting unless an exception applies. If items are proposed to be added to the agenda, the Fire Commission may, by majority vote, require that written copies of particular documents connected with the items be made available at the meeting to all Fire Commission members. The Fire Commission may designate certain agenda items "for discussion and possible action." Such designation means that the Fire Commission intends to discuss the general subject area of that agenda item before making any motion concerning that item.

O. Open Meetings Requirements. The Fire Commission shall not deliberate, vote, or otherwise

take action on any matter by reference to a letter, number or other designation, or other secret device or method, with the intention of making it impossible for persons attending a meeting of the Fire Commission to understand what is being deliberated, voted, or acted on. However, the Fire Commission may deliberate, vote, or otherwise take action by reference to an agenda, if copies of the agenda—sufficiently worded to enable the public to understand what is being deliberated, voted, or acted on—are available for public inspection at the meeting.

P. Order of Business. Items shall be placed on the agenda according to the order of business. The order of business for each regular meeting shall be as follows:

- 1) Discussion and revision of the proposed agenda; adoption of an agenda
- 2) Approval of the minutes
- 3) Unfinished business
- 4) New business
- 5) Subcommittee reports
- 6) Appointments
- 7) Informal discussion and public comment

By general consent of the Fire Commission, items may be considered out of order.

Q. Conduct of Meetings. The deliberations of all meetings of the Fire Commission and various subcommittees shall be governed by NCGS 143-318, N.C. Open Meeting Law, these Rules of Procedure, and Robert's Rules of Order, Newly Revised. The Fire Commission shall conduct business in accordance with the distributed agenda.

All official meetings of the Fire Commission will be open to the general public and any person is entitled to attend. An "official" Fire Commission meeting is any gathering together of, or simultaneous communication between, a majority of Fire Commission members for the purpose of considering the public business of the Fire Commission. A purely social gathering or communication does not constitute an official meeting.

As presiding officer, the Chair may take whatever action is necessary to provide opportunity for discussion on issues, focus comments and discussion on issues being considered, ensure orderly meetings, and ensure the efficient and effective disposition of issues before the Fire Commission. At the time the meeting is scheduled to begin, or at some reasonable waiting time thereafter if a quorum is not initially present, the Chair will call the meeting to order and announce which members are absent.

VII. Action by the Fire Commission

The Fire Commission shall proceed by motion as provided for in this section. Any member, including the Chair, may make a motion. A motion must be on the floor before a Fire Commission may proceed with discussion or action.

After a motion is made, the Chair shall state the motion and then open the floor for debate. The Chair shall preside over the debate according to the following general principles:

- The maker of the motion is entitled to speak first.
- A member who has not spoken on the issue shall be recognized before someone who has already spoken.

To the extent possible, the debate shall alternate between proponents and opponents of the motion.

A motion that is defeated may be renewed at any later meeting unless a motion to prevent reconsideration has been adopted.

The introducer may withdraw a motion at any time before it is amended or before the Chair puts the motion to a vote, whichever occurs first.

- Second Required - A motion requires a second.
- One Motion at a Time - A member may make only one motion at a time.
- Substantive Motions - A substantive motion (any motion other than a procedural motion) is out of order while another substantive motion is pending.
- Adoption by Majority Vote - A motion shall be adopted by a majority of the votes cast, unless otherwise required by these rules or the laws of North Carolina.
- A majority is more than half.

VIII. Procedural Motions

A. Certain Motions Allowed. In addition to substantive proposals, only the following procedural motions, and no others, are in order. Unless otherwise noted, each motion is debatable, may be amended, and requires a majority of the votes cast, for adoption. Procedural motions are in order while a substantive motion is pending and at other times, except as otherwise noted.

B. Order of Priority of Motions. In order of priority (if applicable), the procedural motions are:

Motion 1. To Appeal a Procedural Ruling of the Presiding Officer. A decision of the Chair ruling a motion in or out of order, determining whether a speaker has gone beyond reasonable standards of courtesy in his remarks, or entertaining and answering a question of parliamentary law or procedure may be appealed to the whole of the Fire Commission. This appeal is in order immediately after such a decision is announced and at no other time. The member making the motion need not be recognized by the presiding officer and the motion, if timely made, may not be ruled out of order.

Motion 2. To Adjourn. This motion may be made only at the conclusion of action on a pending substantive matter; it may not interrupt deliberation of a pending matter. A motion to recess or adjourn to a time and place will also comply with the requirements of Section VI.

Motion 3. To Take a Brief Recess. This motion may be made to provide a break of no more than fifteen (15) minutes to allow members to attend to personal matters, attempt to gather necessary information for the Fire Commission to consider before acting, or for basic relief. The Chair shall determine the length of the recess.

Motion 4. Call to Follow the Agenda. The motion must be made at the first reasonable opportunity or it is waived.

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Motion 5. To Suspend the Rules. The Fire Commission may not suspend provisions of the rules that are required by law. For adoption, the motion requires an affirmative vote equal to a two-thirds majority of the voting membership of the Fire Commission.

Motion 6. To Go into Closed Session. The Fire Commission may go into closed session only for one or more of the permissible purposes listed in G.S. 143-318.11(a). The motion to go into closed session shall cite one or more of these purposes and shall be adopted at an open meeting. A motion based on G.S. 143-318.11(a) (1) shall also state the name or citation of the law that renders the information to be discussed privileged or confidential. A motion based on G.S. 143-318.11(a)(3) shall identify the parties in each existing lawsuit concerning which the Fire Commission expects to receive advice during the closed session, if in fact such advice is to be received. (Contact the County Attorney's Office prior to going into a closed session.)

Motion 7. To Leave Closed Session.

Motion 8. To Divide a Complex Motion and Consider It by Paragraph. The motion is in order whenever a member wishes to consider and vote on subparts of a complex motion separately.

Motion 9. To Defer Consideration. The Fire Commission may defer a substantive motion for later consideration at an unspecified time. A substantive motion the consideration of which has been deferred expires 60 days thereafter unless a motion to revive consideration is adopted. If consideration of a motion has been deferred, a new motion with the same effect cannot be introduced while the deferred motion remains pending (has not expired). A person who wishes to revisit the matter during that time must take action to revive consideration of the original motion, or else move to suspend the rules (See Motion 5).

Motion 10. To Postpone to a Certain Time or Day. If consideration of a motion has been postponed, a new motion with the same effect cannot be introduced while the postponed motion remains pending. A person who wishes to revisit the matter must either wait until the specified time or move to suspend the rules.

Motion 11. To Refer a Motion to a Subcommittee. The Fire Commission may vote to refer a substantive motion to a subcommittee for its study and recommendations. Sixty days or more after a substantive motion has been referred to a subcommittee, the introducer of the substantive motion may compel consideration of the measure by the entire Fire Commission, whether or not the subcommittee has reported the matter to the Fire Commission.

Motion 12. To Amend.

1. An amendment to a motion must be pertinent to the subject matter of the motion. An amendment is improper if adoption of the motion with that amendment added would have the same effect as rejection of the original motion. A proposal to substitute completely different wording for a motion or an amendment shall be treated as a motion to amend.

2. A motion may be amended, and that amendment may be amended, but no further amendments may be made until the last-offered amendment is disposed of by a vote.

3. Any amendment to a proposed order, policy, regulation, or resolution shall be reduced to writing before the vote on the amendment.

Motion 13. To Revive Consideration. The Fire Commission may vote to revive consideration of any substantive motion earlier deferred by adoption of Motion 9. The motion is in order at any time within 120 days after the day of a vote to defer consideration. A substantive motion on which consideration has been deferred expires 120 days after the deferral unless a motion to revive consideration is adopted.

Motion 14. To Reconsider. The Fire Commission may vote to reconsider its action on a matter. The motion to do so must be made by a member who voted with the prevailing side (the majority, except in the case of a tie; in that case the "nos" prevail) and only at the meeting during which the original vote was taken, including any continuation of that meeting through recess or adjournment. The motion cannot interrupt deliberation on a pending matter but is in order at any time before final adjournment of the meeting.

Motion 15. To Rescind or Repeal. The Fire Commission may vote to rescind actions it has previously taken or to repeal items that it has previously adopted. The motion is not in order if rescission or repeal of an action is forbidden by law.

Motion 16. To Prevent Reintroduction. The motion shall be in order immediately following the defeat of a substantive motion and at no other time. The motion requires for adoption a vote equal to a majority of the entire membership of the Fire Commission. If adopted, the restriction imposed by the motion remains in effect until the next organizational meeting of the Fire Commission.

C. Renewal of Motion. A motion that is defeated may be renewed at any later meeting unless a motion to prevent reconsideration has been adopted.

D. Withdrawal of a Motion. A motion may be withdrawn by the introducer at any time before it is amended or before the Chair puts the motion to a vote, whichever occurs first.

IX. Duty to Vote

A. Every member must vote unless excused by the remaining members of the Fire Commission.

A member who wishes to be excused from voting shall so inform the Chair, who shall take a vote of the remaining members. No member shall be excused from voting except in cases involving conflicts of interest, as defined by the Fire Commission or by law, or the member's official conduct. In all other cases, a failure to vote by a member who is physically present in the Fire Commission meeting, or who has withdrawn without being excused by a majority vote of the remaining members present shall be recorded as an affirmative vote.

B. Basis for Determining a Voting Result. A simple majority of a qualified quorum shall determine the voting result.

C. Voting Procedure. Regular business of the Fire Commission shall be ratified or opposed by a voice vote or show of hands. Pursuant to NCGS 143-318.13(b), at no time shall the Fire Commission or any subcommittee of the Fire Commission vote by secret ballot.

D. One Vote each. Each member of the Fire Commission or subcommittee of the Fire Commission is entitled to one vote. Since the Chair and Vice-Chair serve as voting members, their vote must be counted.

E. Abstention. Members of the Fire Commission may register their abstention on any vote, which shall be reflected in the minutes. Members are to abstain from voting and from participating in deliberations on any matter that may pose a conflict of interest for them or the agency they represent.

F. Determination of Actions. All final actions, subcommittee appointments, or policy recommendations require a majority vote of the Fire Commission members present and not abstaining on the vote. This rule applies within subcommittees as well.

G. Public Address to the Fire Commission. Any individual or group who wishes to address the Fire Commission shall make a request to the Chair be on the agenda. The Chair shall determine whether it will hear the individual or group. Allowable time for the address shall be no more than three (3) minutes, unless there is an affirmative vote to suspend the rule.

H. Public Hearings. Public hearings required by law or deemed advisable by the Fire Commission shall be organized by a special order that sets forth the subject, date, place, and time of the hearing as well as any rules regarding the length of time allotted for each speaker, and other pertinent matters. The special order is adopted by a majority vote. Its specifications may include, but are not limited to, rules fixing the maximum time allotted to each speaker; providing for the designation of spokespersons for groups of persons supporting or opposing the same positions; providing for the selection of delegates from groups of persons supporting or opposing the same positions when the number of persons wishing to attend the hearing exceeds the capacity of the hall (so long as arrangements are made, in the case of hearings subject to the open meetings law, for those excluded from the hall to listen to the hearing); and providing for the maintenance of order and decorum in the conduct of the hearing.

All notice and other requirements of the open meetings law applicable to Fire Commission meetings shall also apply to public hearings at which a majority of the Fire Commission is present; such a hearing is considered to be part of a regular or special meeting of the Fire Commission. These requirements also apply to hearings conducted by appointed or elected

subcommittees of Fire Commission members, if a majority of the subcommittee is present. A public hearing for which any required notices have been given may be continued to a time and place certain without further advertisement. The requirements of Section V. Meetings, B. (3) shall be followed in continuing a hearing at which a majority of the Fire Commission, or of a Fire Commission subcommittee, as applicable, is present.

At the time appointed for the hearing, the Chair or his or her designee shall call the hearing to order and then preside over it. When the allotted time expires, or earlier, if no one wishes to speak who has not done so, the presiding officer shall declare the hearing ended.

I. Closed Sessions. The Fire Commission may hold closed sessions as provided by law. The Fire Commission shall commence a closed session only after a motion to go into closed session has been made and adopted during an open meeting. The motion shall state the purpose of the closed session. If the motion is based on G.S. 143-318.11(a) (1) (closed session to prevent the disclosure of privileged or confidential information or information that is not considered a public record), it must also state the name or citation of the law that renders the information to be discussed privileged or confidential. If the motion is based on G.S. 143-318.11(a) (3) (consultation with attorney; handling or settlement of claims, judicial actions, mediations, arbitrations, or administrative procedures), it must identify the parties in any existing lawsuits concerning which the public body expects to receive advice during the closed session. The motion to go into closed session must be approved by the vote of a majority of those present and voting. The Fire Commission shall terminate the closed session by a majority vote, using Motion 7. Only those actions authorized by statute may be taken in closed session. A motion to adjourn shall not be in order during a closed session. (Contact the County Attorney's Office prior to going into closed session.)

J. Minutes. Accurate minutes of the Fire Commission meetings shall be kept. The Fire Commission shall also keep an audio recording of any session. These minutes and audio recordings shall be open to inspection of the public, except as otherwise provided in this rule. The exact wording of each motion and the results of each vote shall be recorded in the minutes, and on the request of any member of the Fire Commission, the entire Fire Commission shall be polled by name on any vote. Minutes shall be kept by the Fire Commission Secretary which must come from a voting member of this Commission.

X. Subcommittees

A. Establishment and Appointment. The Fire Commission may establish and appoint individuals for such standing and ad hoc subcommittees as are required to help carry on the Fire Commission's work. The Fire Commission's standing subcommittees are:

- Budget Subcommittee
- Apparatus Subcommittee
- Facility Subcommittee
- Equipment Subcommittee
- Compensation Subcommittee
- Staffing Subcommittee
- Training Standards Subcommittee

If the Fire Commission proposes to refer an issue to a subcommittee for further review and the issue is not within the purview of one of the standing subcommittees, the Fire Commission may refer it to an ad hoc subcommittee appointed for that particular purpose. If the Fire Commission makes such a referral, the Chair will appoint members to the ad hoc subcommittee.

B. Standing Subcommittee Appointments. The Chair of the Fire Commission will make appointments to standing subcommittees. These individuals do not need to be members of the Fire Commission; however, each subcommittee must have at least two voting representatives of the Fire Commission, one (1) Fire Service Representative and one (1) Citizen Representative. Each subcommittee is composed of:

1) Five individuals from Moore County's Fire Service Planning and Service Regions, one (1) from each region; and

2) Up to four (4) citizens, but no less than two (2), each of whom must be from a different commissioner district.

The Chair of the Fire Commission will select a chair for the subcommittee from Moore County's Fire Service Planning and Service Regions.

No person can serve on more than two subcommittees.

C. Subcommittee Procedures. The chair of any subcommittee will supervise the meetings and all minutes and agendas. The chair will only cast a vote if there is a tie. Agendas are to be sent to all Fire Chiefs whose departments fall under the fire tax districts, Fire Commission members, and each voting member of the subcommittee at least two (2) days prior to a meeting. Final meeting minutes are to be distributed to the same persons listed above within one (1) week of a subcommittee meeting. A Standing Subcommittee quorum will consist of a simple majority of the members (including the subcommittee chair).

D. Ad-Hoc Subcommittees. The Chair has the power to appoint special subcommittees to address issues of interest to the Fire Commission that do not fall under the purview of a standing subcommittee.

XI. Amendment of Rules

These rules may be amended at any regular meeting or at any properly called special meeting of the Board that includes amendment of the rules as one of the stated purposes of the meeting, unless a statute or a rule of the body that created the Fire Commission provides otherwise. Adoption of an amendment shall require an affirmative vote equal to a quorum.

XII. Annual Report from the Fire Commission and Five Year Review

Each year the Fire Commission will submit a report to the Board that summarizes all activities undertaken by the Fire Commission. The annual report will include the goals established by the Fire Commission and measures towards those goals. In addition, the annual report will include any additional goals and measures required of the Fire Commission by the Board. Every five years, beginning June of 2018, the Fire Commission will be reviewed based upon the previous five-year period to determine whether there is need for the Fire Commission to continue its work or if established goals have been fulfilled. In no way does this Section limit the Board's authority to dissolve the Fire Commission at any time by majority vote.

XIII. Initial Appointments.

In the initial appointments to the Fire Commission, the Board will stagger the appointments. In order to do this, the Board will appoint the following individuals for an initial term of one (1) year:

- Chief from the North Region
- Chief from the East Region
- Chief from the Central Region
- Citizen from District 2
- Citizen from District 4

After the initial one-year term, the appointment to these positions will revert to a two-year term.

The Moore County Board of Commissioners shall make the initial appointment of the Chair and Vice-Chair to the Fire Commission. After the initial appointment, all future appointment to these positions will revert to the last regular Board meeting of the calendar year, as referenced in Section V.

APPENDIX A

Item Title:

Specific Action Requested:

Item Summary:

Supporting Attachments:

Recommendations from Moore County Fire Commission:

Fire Commission Chair/Vice-Chair Date