

MOORE COUNTY BOARD OF COMMISSIONERS

TUESDAY, AUGUST 3, 2021, 10:30AM REGULAR MEETING CALL TO ORDER INVOCATION – Reverend Robert Kidd, Prosperity Friends Church PLEDGE OF ALLEGIANCE – Rachel Patterson, GIS Manager 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: July 20, 2021, Regular Meeting and Closed Session B. Budget Amendments C. Digital Learning Invoices for Moore County Schools

D. Copier Management Program Agreement Amendment E. FY 22 School Nurse Funding Initiative Contract Amendment F. Health Department Bad Debt Write Off

G. 2021 Urgent Repair Program and Associated Documents IV. RECOGNITIONS V. PRESENTATIONS VI.

PUBLIC HEARINGS A. GIS / Call to Public Hearing – Request to Consider Amendment to the Moore County Road Name and Addressing Ordinance to Add One Road: Dewport Rd (Rachel Patterson, GIS Manager) B. GIS / Call to Public Hearing – Request to Consider Amendment to the Moore County Road Name and Addressing Ordinance to Add One Road: Wits End Trl (Rachel Patterson, GIS Manager)

VII. OLD BUSINESS VIII. NEW BUSINESS

IX. APPOINTMENTS A. Juvenile Crime Prevention Council

B. Library Board of Trustees X. ADDITIONAL AGENDA

XI. MANAGER'S REPORT XII. COMMISSIONERS' COMMENTS XIII. CLOSED SESSION – if needed

ADJOURNMENT COMMISSIONERS' UPCOMING MEETINGS/EVENTS:

Sandhills Center Board, Tuesday, August 10, 7:00pm (Graham)

Pre-Agenda, Wednesday, August 11, 9:30am (Daeke / Quis)

NCACC Annual Conference, Wednesday-Saturday, August 11-14 (Gregory)

Local Emergency Planning, Thursday, August 12, 11:00am (Ritter)

DSS Board, Monday, August 16, 5:30pm (Graham)

Regular Meeting, Tuesday, August 17, 5:30pm

Transportation Advisory Board, Wednesday, August 18, 3:00pm (Gregory)

PUBLIC COMMENT PROCEDURES MOORE COUNTY BOARD OF COMMISSIONERS The Moore County Board of Commissioners is committed to allowing members of the public an opportunity to offer comments and suggestions for the efficient and effective administration of government. In addition to public hearings, a special time is set aside for the purpose of receiving such comments and suggestions. All comments and suggestions addressed to the Board during the Public Comment Period shall be subject to the following procedures: 1. The Public Comment period will be held at the beginning of the Board meeting. The comment period will be limited to a maximum of thirty minutes. 2. Persons who wish to address the Board during the Public Comment Period will register on a sign-up sheet available on the table outside the entrance door to the Commissioners' Meeting Room indicating contact information and topic. Sign-up sheets will be available beginning 30 minutes before the start of the meeting. No one will be allowed to have his/her name placed on the list by telephone request to County Staff. 3. Each person signed up to speak will have three (3) minutes to make his/her remarks. Each person signed up to speak will only be entitled to the time allotted to each speaker and one additional time period which may be yielded to him/her by another individual who has also signed up to speak on a particular topic. 4. Speakers will be acknowledged by the Board Chairperson in the order in which their names appear on the sign-up sheet. Speakers will address the Board from the lectern at the front of the room and begin their remarks by stating their name and address. 5. Public comment is not intended to require the Board to answer any impromptu questions. Speakers will address all comments to the Board as a whole and not one individual commissioner. Discussions between speakers and members of the audience will not be allowed. 6. Speakers will be courteous in their language and presentation. Matters or comments which are harmful, discriminatory or embarrassing to any citizens, official or employee of Moore County shall not be allowed. Speaker must be respectful and courteous in their remarks and must refrain from personal attacks and the use of profanity.

7. Only one speaker will be acknowledged at a time. If the time period runs out before all persons who have signed up get to speak, those names will be carried over to the next Public Comment Period. 8. Any applause will be held until the end of the Public Comment Period. 9. Speakers who have prepared written remarks or supporting documents are encouraged to leave a copy of such remarks and documents with the Clerk to the Board. 10. Speakers shall not discuss any of the following: matters which concern the candidacy of any person seeking public office, including the candidacy of the person addressing the Board; matters which are closed session matters, including

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

11. Information sheets outlining the process for the public's participation in Board meetings will also be available in the rear of the Commissioner's Meeting Room. 12. Action on items brought up during the Public Comment Period will be at the discretion of the Board. Adopted on the 5th day of March 2007 by a 5 to 0 vote of the Moore County Board of Commissioners. Revised on the 7th day of April 2015.

Revised on the 7th day of February 2017.

MOORE COUNTY BOARD OF COMMISSIONERS TUESDAY, JULY 20, 2021 REGULAR MEETING

The Moore County Board of Commissioners convened for a Regular Meeting at 4:30pm, Tuesday, July 20, 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 (arrived at 4:42 pm) *****

Chairman Quis called the meeting to order at 4:40pm.

Upon motion made by Commissioner Graham, seconded by Commissioner Daeke, the Board voted 4-0 to enter into closed session pursuant to N.C.G.S. 143-318.11(a)(3) to preserve the attorney-client privilege regarding the cases: Terrapin Holdings, LLC, DGH Management, LLC and Drain the Swamp, LLC vs. Moore County and Moore County Board of Commissioners; and Maser Capital Management, LLC, Henry Wayne Haddock, Hadam, LLC, Daniel Adams, Traci Adams, and William Arthur Williams vs. Moore County and Moore County Board of Commissioners; and the opioid case. At 5:25pm, upon motion made by Commissioner Graham, seconded by Commissioner Daeke, the Board voted

5-0 to come out of closed session and seal the minutes. The Chairman called for a five-minute recess.

Chairman Quis reconvened the meeting at 5:30pm and Reverend John Williamson of Acorn Ridge Baptist Church offered the invocation and Tax Administrator Gary Briggs led the Pledge of Allegiance. PUBLIC COMMENT PERIOD Comments were offered by Mr. John Misiaszek and Mr. Kevin Lewis.

Upon request and motion made by Commissioner Gregory, seconded by Commissioner Graham, the Board voted 5-0 to remove from the consent agenda for discussion a budget amendment for the Health Department.

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

CONSENT AGENDA

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

Minutes: June 15, 2021, Regular Meeting and Closed Session Minutes: June 17, 2021, Special Meeting

Tax Releases/Refunds – June 2021 Budget Amendments (with exception of one Health Department budget amendment removed for discussion) NC Forest Service Contract for FY22

Local Educational Bonds – 2018 Bond Referendum – Revision 15 Digital Learning Invoices Memorandum of Agreement between County, Sandhills Center, and Moore County Schools Cost Allocation Plan for Community Development Division Essential Single Family Rehab Loan Pool Program 2020 Cycle Public Disclosure of Potential Conflict of Interest Moore County Transportation Services Title VI Plan Update

Period of Performance Extension for FY21 Community Transportation Program Section 5311 FY22 5311 Community Transportation Program Grant Agreement Home and Community Care Block Grant Contract The tax

releases/refunds resolutions, budget amendments, Bonds Revision 15, digital learning invoices budget amendment, Sandhills Center/Moore County Schools MOA budget amendment, and conflict of interest resolution are hereby incorporated as a part of these minutes by attachment as Appendices A, B, C, D, E, and F, respectively. NEW

BUSINESS Tax – Request for Approval of Settlement Reports for 2020-2021

Tax Administrator Gary Briggs presented and requested the Board's approval of the settlement reports for 2020-2021. Mr. Briggs noted that the tax collection rate was 99.72%, the highest ever achieved, and he acknowledged the efforts of

his staff. Commissioner Gregory asked Mr. Briggs to express thanks to the staff. Upon motion made by Commissioner Daeke, seconded by Commissioner Ritter, the Board voted 5-0 to accept the preliminary reports as required by North Carolina General Statute 105-373 and to enter the insolvents list into the official minutes of the Board of Commissioners, to accept the settlement report of current and delinquent real and personal property taxes for 2020-2021, to accept the minimal tax bill report for 2020-2021, and by resolution charge the Tax Administrator with the collections of the delinquent real and personal property taxes. The documents are hereby incorporated as a part of these minutes by attachment as Appendix G. Tax – Request for Charge of 2021-2022 Tax Levy Tax Administrator Gary Briggs presented for the Board's consideration an order for collection of taxes. Upon motion made by Commissioner Daeke, seconded by Commissioner Ritter, the Board voted 5-0 to charge the Tax Administrator with the collections of all real, personal, public service company, and motor vehicle taxes for the 2021-2022 levy year, and with the collections of all delinquent real, personal, public service company, and motor vehicle taxes. The order is hereby incorporated as a part of these minutes by attachment as Appendix H. Commissioner Graham noted the Board would be remiss if Moore County citizens were not acknowledged for payment of their taxes, which she said reinforced that Moore County is a great place to live. Mr. Briggs concurred.

Public Works – Request for Approval of Contract for Valve Vault and Scum Drain Replacement

Public Works Director Randy Gould presented for approval a contract for a valve vault and scum drain replacement at the Water Pollution Control Plant. Upon motion made by Commissioner Graham, seconded by Commissioner Gregory, the Board voted 5-0 to authorize the Chairman to sign the service contract with EJJL, Inc. Upon motion made by

Commissioner Ritter, seconded by Commissioner Graham, the Board voted 5-0 to authorize the County Manager to approve change orders up to \$20,000 per change order. Public Works – Request for Approval of Sole Source Purchase Contract with Badger Meter, Inc.

Public Works Director Randy Gould requested approval of a sole source purchase contract for water meters and accessories. Upon motion made by Commissioner Daeke, seconded by Commissioner Ritter, the Board voted 5-0 to

approve the sole source justification form to Badger Meter, Inc. and authorize the Chairman to sign. Upon motion made by Commissioner Ritter, seconded by Commissioner Daeke, the Board voted 5-0 to approve the purchase contract with Badger Meter, Inc. in the amount not to exceed \$167,648 and authorize the Chairman to sign. The sole source approval

form is hereby incorporated as a part of these minutes by attachment as Appendix I. Public Safety – Request for Approval of Contract for Hazard Mitigation Grant Program – Hurricane Florence Public Safety Director Bryan Phillips requested approval of a contract for up to thirteen homes under the Hurricane Florence Hazard Mitigation Grant Program. Chairman Quis inquired regarding how many homes had been done so far and Mr. Phillips said he believed five had been done from Hurricane Matthew and nine had signed from Hurricane Florence, with one pending and three still undecided. He said additional homes were expected to go through the State system which was not an expedited program. Commissioner Graham asked what non-expedited meant and Mr. Phillips explained that the expedited program was intended to be more efficient for citizens (though it did not move quickly). Mr. Phillips offered to provide an update when he received all the information. Upon motion made by Commissioner Ritter, seconded by Commissioner Daeke, the Board voted 5-0 to award the demolition bid to Carolina Construction and Restoration, LLC, who was the lowest responsible bidder for up to thirteen homes and allow the Chairman to sign a contract as prepared by the County Attorney.

Health Department Budget Amendment (removed from consent agenda for discussion)

Finance Director Caroline Xiong explained a budget amendment requested by the Health Department.

Commissioner Gregory discussed that in a recent Board of Health meeting, it was reported that some funds around \$800,000 would be sent back, and now there was a request to add \$83,000, and he asked County Manager Wayne Vest to look into this. Mr.

Vest said he would and said there had been some discussion previously and no money would go back without the request coming before the Board of Commissioners. He said the Internal Auditor and Finance Director were looking to see if the funds had been spent on every eligible expense and they would be working closely with the Health Department. Commissioner Gregory asked them to also see if there was a time limit involved. Mr. Vest and Ms. Xiong had further discussion and indicated the funds were available to draw down through FY 22. Internal Auditor Tami Golden also noted she had been working with the Health Department and had gone back and claimed some salaries from January to June with available funds. Upon motion made by Commissioner Gregory, seconded by Commissioner Graham, the Board voted 5-0 to approve the budget amendment. The budget amendment is hereby incorporated as a part of these minutes by attachment as Appendix J. APPOINTMENTS

Tax Administrator Upon motion made by Commissioner Graham, seconded by Commissioner Daeke, the Board voted 5-0 to adopt a resolution authorizing the appointment of Gary Briggs to serve as Tax Administrator at an annual salary of \$103,000 for a term of four years to begin July 20, 2021, and expiring July 15, 2025. The resolution is hereby incorporated as a part of

these minutes by attachment as Appendix K. Convention & Visitors Bureau Board

Upon motion made by Chairman Quis, seconded by Commissioner Gregory, the Board voted 5-0 to appoint Warren Lewis to the CVB Board.

Planning Board

Upon motion made by Chairman Quis, seconded by Commissioner Daeke, the Board voted 5-0 to appoint John McLaughlin to the Planning Board for a three-year term.

Nursing and Adult Care Home Community Advisory Committee

Upon motion made by Commissioner Ritter, seconded by Commissioner Graham, the Board voted 5-0 to appoint Jeffrey Mercer and Madeine Mercer to the Nursing and Adult Care Home Community Advisory Committee.

MANAGER'S REPORT County Manager Wayne Vest discussed ADA playground equipment as mentioned by Mr. John Misiaszek during the public comment period. He said he had some feedback from Superintendent Grimesey that he would share with Mr. Misiaszek. Commissioner Graham suggested perhaps some of the \$800,000 of Health Department funds could be used toward this need and Mr. Vest agreed and said they would get further clarification.

COMMISSIONERS' COMMENTS Chairman Quis shared that he and his wife had visited the headquarters for Foundation Forward (Charters of Freedom) and also visited a Charters of Freedom display in Marion, North Carolina, which he said was very impressive. He said they had a good visit with the staff who answered his questions and that the Board was continuing to work with staff to move (the project) along. Commissioner Graham noted she also had visited the Charters of Freedom display in Brunswick County and was very impressed. She said it did require a space that would be accessible 24/7.

ADJOURNMENT

There being no further business, upon motion made by Commissioner Ritter, seconded by Commissioner Graham, the Board voted 5-0 to adjourn the July 20, 2021, Regular Meeting of the Moore County Board of Commissioners at 6:31 p.m.

Francis R. Quis, Jr., Chairman

Laura M. Williams, Clerk to the Board

Agenda Item:

Meeting Date: 08/03/2021

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Caroline L. Xiong, Finance Director

DATE: July 26, 2021

SUBJECT: Digital Learning Invoices

PRESENTER: Caroline L. Xiong

REQUEST:

Request the Board of Commissioners to approve the invoices for a total amount of \$262,299.14 (includes no sales tax) submitted by Moore County School.

BACKGROUND:

During the budget process, \$750,000 was allocated to Moore County School for Digital Learning, and \$10,802 was carried forward from FY20/21 with a revised budget of \$760,802. Currently, the available balance is \$760,802. The Board of Commissioners requested that all invoices be approved by the Board prior to processing for payments.

IMPLEMENTATION PLAN:

Finance staff will process the payments of any invoices after the Board of Commissioners approves them.

FINANCIAL IMPACT STATEMENT:

The County has already budgeted \$760,802 in the Digital Learning budget in the General Fund.

RECOMMENDATION SUMMARY:

Make a motion to approve the invoices as presented.

SUPPORTING ATTACHMENTS:

Invoices

Agenda Item: Meeting Date: 8/3/21

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Chris Butts, Information Technology Director

DATE: 7/20/2021

SUBJECT: Copier Management Program Agreement Amendment PRESENTER: Chris Butts

REQUEST: Approve Copier Management Program Contract Amendment with Systel Business Equipment.

BACKGROUND: Moore County entered into a copier management program contract with Systel on June 1, 2021.

This

amendment was recommended by the Moore County Finance Department to clarify on the contract what was the taxes portion of the contract.

IMPLEMENTATION PLAN: N/A FINANCIAL IMPACT STATEMENT:

Not to exceed amount will remain at \$119,840 per year, including taxes. RECOMMENDATION SUMMARY:

Make a motion to approve the Systel Amendment. SUPPORTING ATTACHMENTS:

Amendment Original Contract

STATE OF NORTH CAROLINA
COUNTY OF MOORE

CONTRACT AMENDMENT NO. 1

This Contract Amendment No. 1 (this "Amendment"), is made this 20th day of July, 2021, between the County of Moore (the "County") and Systel Business Equipment, Co., Inc. (the "Contractor").

WITNESSETH WHEREAS, the County and Contractor previously entered into an agreement on May 18, 2021, which was for the provision of a new copy and print management program for Moore County (the "Original Agreement"); and WHEREAS, the County and Contractor now desire to amend the Original Agreement to clarify the total amount not to exceed including tax. The Original Agreement excluded tax from the amount not to exceed.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements made herein, the parties agree as follows: 1. The first sentence of the third paragraph of Section IV. Consideration of the Original Agreement will be amended to read, "During the term of this Contract, the Contractor will receive from Moore County an amount not to exceed \$119,840.00, including tax, for fiscal year 2021-2022, \$119,840.00, including tax, for fiscal 2022-2023, \$119,840.00, including tax, for fiscal 2023-

2024, \$119,840.00, including tax for fiscal 2024-2025, and, \$119,840.00, including tax for fiscal 2025-2026, as full compensation for the provision of services as provided herein."

2. Except as provided for by this Amendment, the Original Agreement will remain in full force and effect. The parties have expressed their agreement to these terms by causing this Contract Amendment No. 1 to be executed by their duly authorized officers or agents as of the date first written above. COUNTY OF MOORE SYSEL BUSINESS EQUIPMENT CO., INC. Francis R. Quis, Jr., Chairman Janene Aul, Vice-President Board of Commissioners

ATTEST

Laura M. Williams Clerk to the Board PREAUDIT CERTIFICATE

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

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State of North Carolina

County of Moore

Copy and Print

Management Agreement This Agreement made and entered into this 18th day of May, 2021, by and between Systel Business Equipment Co., Inc., ("Systel"), a North Carolina Corporation located at 2604 Fort Bragg Road Fayetteville, NC 28303, and the County of Moore ("Moore County"), a North Carolina County Government operating under the laws of North Carolina, located at 1 Courthouse Square Carthage, NC 28327; WITNESSETH: I. Intent. Whereas both Systel and Moore County are entering into this Agreement for Systel to be the sole provider of multi-functional copying and printer equipment and solutions ("the equipment") inclusive of supplies, repair parts and service (except paper) to Moore County pursuant to RFP # 2021-14 for Moore County Copy Management Program Services. Moore County RFP # 2021-14 along with any addendums and Systel's Response document are incorporated herein by reference except as may be detailed below. To the extent of any conflict between the RFP and this Agreement and/or the Systel Response Document, the RFP terms and conditions will prevail. Systel will provide the equipment described in Exhibit A, attached hereto and incorporated by reference, and other similar equipment as may be required by Moore County during the term of this Agreement. Systel and Moore County will keep a continuous tabulation of actual placements under this Agreement and that tabulation shall be considered Exhibit A for purposes of this Agreement. RFP # 2021-14 will be attached as Exhibit B and Systel's Response Document dated January 14, 2021 will be attached as Exhibit C. II. Services Included. For the consideration described below, Systel shall for the term of this Agreement provide, place, and network the equipment and any accessories required by Moore County, train end users at each Moore County location including additional training on an as needed basis, fully service the equipment placed, provide all supplies including toner and replacement parts, and remove the equipment at the end of the contract. Moore County may also request the equipment be moved at any time for no additional charge. III. Term. The term of this Agreement shall be for five (5) years beginning on June 1, 2021 and ending May 31, 2026, subject to appropriation of funds by the Moore County Board of Commissioners. If Moore County's Board of Commissioners or other funding authority does not appropriate funds for amounts due under this Agreement and Moore County does not

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otherwise have funds available to pay the amounts due (a "Non-Appropriation Event") Moore County may, subject to the conditions herein and upon prior written notice to

Systel (the "Non-Appropriation Notice"), effective 10 days after the later of Systel's receipt of same or the end of Moore County's current appropriation period (the "Non-Appropriation Date"), terminate this Agreement and be released of its obligation to make all payments due Systel coming after the Non-Appropriation Date. As a condition to exercising its rights under this provision, Moore County shall (1) provide in the Non-

Appropriation Notice a certificate of a responsible official that a Non-Appropriation Event has occurred, (2) deliver to Systel an opinion of Moore County's counsel (addressed to Systel) verifying that the Non-Appropriation Event as set forth in the Non-Appropriation Notice has occurred, (3) authorize return of the equipment on or before the Non-Appropriation Date to Systel, and (4) pay Systel all sums payable to Systel under the Agreement up to the Non-Appropriation Date. In the event of any Non-Appropriation Event, Systel shall retain all sums paid hereunder or under this Agreement by Moore County. This provision is not intended to permit Moore County to terminate this Agreement at will or for convenience. Moore County may renew or extend this Agreement after the initial term described above ends subject to the same terms and conditions provided herein and the availability of funds. IV.

Consideration. For copier equipment, Moore County agrees to pay Systel the sum of \$00.0189 (1.89 cents) per black and white copy/print and the sum of \$00.04 (4.0 cents) per color copy/print. These cost per copy rates shall remain firm for the term of this Agreement.

During the term of this Contract, the Systel will receive from the Moore County an amount not to exceed \$119,840.00, per year, as full compensation for the provision of services as provided herein. Moore County agrees to pay at the rates specified for Services, satisfactorily performed or provided, in accordance with this Contract.

Devices that have unexpected low or excessive periods of non-usage and/or do not meet the minimum volumes specifications may be removed or relocated based on mutual agreement of the parties. V. Invoices and Billing.

Systel will provide Moore County a monthly invoice in arrears

for all equipment installed at each Moore County location based on the cost per copy rates. All invoices should be paid to Systel by Moore County within thirty (30) days of the date of the invoice. VI. Meter Readings. Systel is responsible for obtaining meter readings on the equipment.

Moore County agrees to allow Systel access to the equipment and to assist in obtaining meter reads. Moore County will also allow Systel to install a data collection utility and/or software to electronically capture meter readings.

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VII. Repair and Maintenance. Moore County shall notify Systel at anytime in which the equipment provided needs servicing. Systel will then provide the service required at no additional expense above the cost per copy rates provided above. Systel at a minimum will provide: (a) preventive maintenance as recommended by the manufacturer to include but not be limited to a complete inspection, lubrication, cleaning, adjustments and replacement of any part(s) if necessary including drums; (b) unscheduled repairs as requested by users with a maximum response time of two hours (Systel will provide service during normal business hours, Monday through Friday between 8:00 am and 5:00 pm, excluding Moore County and Systel holidays); and (c) qualified service personnel to diagnose and correct malfunctions. All repair work by Systel will be completed during normal working hours.

Systel provides Moore County a total satisfaction guarantee as long as all machines are continuously under this Agreement. At any time Moore County is not totally satisfied with their equipment, it may be exchanged for a new multi-function printer, same make and model or a new superior model. This Agreement does not cover physical damage from misuse, abuse, natural disasters, fire, theft, water or spillage of any liquid or from damage of clips, staples, or other foreign objects.

VIII. Inspection. Systel shall have the right to inspect the equipment and install any software or hardware updates from the manufacturer at a time mutually convenient for both parties. IX. Supplies. Systel agrees to furnish all supplies for the equipment provided under this Agreement at no additional expense to Moore County, except for paper. These supplies include toner, developer, staples, and any chemical supplies required for operation of the equipment. Genuine manufacturer supplies will be utilized. X. Warranty. Any piece of equipment that fails to be operational more than ninety-five (95%) percent of the time, computed monthly based on the hours of operation for that location, shall be replaced at no additional charge within thirty (30) days. If for any reason a piece of equipment fails to perform at or above the manufacturer's highest specifications or if Moore County identifies equipment as faulty, it will be replaced

immediately with a new MFP, same make and model or a new superior model as detailed in the RFP. XI. Default. Any of the following events shall constitute an event of default:

a. Moore County fails to pay Systel within thirty (30) days after written notice of any late payment for services provided under the terms of this Agreement;

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b. Moore County or Systel fails to fully perform and comply with each and every condition and covenant of this Agreement including Exhibits, and such failure of

performance continues for a period of thirty (30) days after written notice thereof;

c. Systel fails to repair and maintain the equipment or furnish supplies in a timely manner in accordance with this Agreement, including the full replacement of the equipment within thirty (30) days after written notice by Moore County.

Upon the occurrence of any Event of Default as set forth above by Systel, Moore

County upon providing Systel written notice and a period to cure of at least thirty (30) days may declare this

Agreement cancelled or annulled, in whole or in part. In such event Systel shall remove the equipment within thirty (30) days.

XII. Binding Effect and Complete Terms. This Agreement and its exhibits are the

complete and exclusive Agreement between the parties with respect to the subject matter hereof, superseding and replacing any and all prior Agreements, communications, and understandings, both written and oral, regarding such subject matter. This Agreement may only be modified, or any rights under it waived, by a written document executed by both parties.

XIII. Notices and Written Consents. All notices, requests and other communications called for by this Agreement will be deemed to have been given upon receipt if made by (i) registered or certified mail, or (ii) by facsimile (confirmed by concurrent written notice sent first class US mail, postage prepaid) to the following:

To Systel To Moore County With Copy To Attn: Janene Aul Attn: Chris Butts County Attorney 2604 Ft Bragg Rd
P.O. Box 905 P.O. Box 905 Fayetteville, NC 28303 Carthage, NC. 28727 Carthage, NC 28327

jaul@systeloa.com cbutts@moorecountync.gov mistyleland@moorecountync.gov Fax: 910-321-7732 Fax: 910-947-2313 Fax: 910-947-3612

XIV. Independent Contractor. Systel shall perform duties hereunder as an independent

contractor and not as an employee. Neither Systel nor any agent or employee of Systel shall be or shall be deemed to be an agent or employee of the County. XV. Conformance with Law. Systel shall at all times during the term of this contract

strictly adhere to all applicable local, federal and state laws and implementing regulations as they currently exist and may hereafter be amended. Systel shall also require compliance with these statutes and regulations in subcontract agreements, if any, permitted under this contract. Systel also shall comply with any and all laws and regulations prohibiting discrimination in the specific programs(s) which is/are the subject of this contract. In consideration of and for the purpose of obtaining any and all federal and/or state financial assistance, Systel makes the following assurances and certification, upon which the County relies.

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a. Systel will not discriminate against any person on the basis of race, color, national origin, age, sex, religion, and/or handicap, in performance of work under this contract.

b. At all times during the performance of this contract, no qualified individual with a disability shall, by reason of such disability, be excluded from participation in, or denied benefits of the service, programs, or activities performed by Systel, or be subjected to any discrimination by Systel.

c. Systel certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien. Moore County is an equal employment opportunity employer. The County is a federal contractor, and therefore the provisions and affirmative action obligations of 41 CFR § 60-1.4(a), 41 CFR 60-741.5(a), and 41 CFR 60-250.4 are incorporated herein by reference, where applicable. XVI. Indemnification/limit of liability paragraph. Systel will indemnify and hold harmless the County, its officers, agents and employees from and against all loss, cost, damage, expense and liability caused by accident or other occurrence resulting in

bodily injury, including death and disease to any person or damage or destruction to property, real or personal arising directly or indirectly from operations, products, or services rendered or purchased under this Contract. XVII. E-Verify Certification. Employers and their subcontractors with twenty-five (25) or more employees in the State of North Carolina as defined in Article 2 of Chapter 64 of the North Carolina General Statutes must comply with E-Verify requirements in order to contract with governmental units. E-Verify is a program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees.

The Undersigned certifies that it is aware of and in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statutes. In addition, the Undersigned certifies that to the best of its knowledge, any subcontractors employed by it as a part of this Agreement are in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statutes. The

Undersigned acknowledges and agrees that local governments are prohibited from contracting with persons or entities that do not comply with E-Verify requirements and that Moore County is relying on the certifications set forth herein in order to contract with the Undersigned. XVIII. Iran Divestment Act Certification. Article 6e of Chapter 147 of the North Carolina General Statutes (the "Iran Divestment Act") requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times: (i) when a bid is submitted, (ii) when a contract is entered into,

and (iii) when a contract is renewed or assigned. The Iran Divestment Act requires that contractors with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any contractor

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found on the State Treasurer's Final Divestment List. The State Treasurer's Final Divestment List can be found on the State Treasurer's website and the address

www.nctreasurer.com/Iran and is updated every 180 days. The Undersigned certifies

that it is not listed on the Final Divestment List and that it will not utilize any contractor listed on the Final Divestment List at any time during the term of the Agreement. XIX. Deletion and Unenforceability of Limitation of Liability

Provisions. The

Undersigned agrees that all provisions in the Agreement purporting to limit the liability

of the Undersigned in any way are hereby deemed deleted and of no force and effect. XX. Default Interest Rate.

The default interest rate applicable to any amounts owed by Moore County under the Agreement shall not exceed eight percent (3%) per annum.

XXI. Mediation. Any claim, dispute or other matter in question arising out of or related to this Contract shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party. The Parties agree that the mediation will be conducted and governed by the North Carolina Rules Implementing Statewide Mediated Settlement Conferences in Superior Court Civil Actions and the North

Carolina General Statutes. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Moore County, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. XXII. Use of County Name

prohibited. Systel may not use the name or other identifying characteristic of the County or its employees in any advertisements or promotions. XXIII. Severance Clause. In the event any provision of this Agreement is adjudged to be unenforceable or found invalid, such provision shall be stricken and the remaining

provisions shall be valid and enforceable. XXIV. Force Majeure. Neither party will be deemed to be in default of or to have breached any provision of this Agreement as a result of any delay, failure in performance or interruption of service, resulting directly or indirectly from acts of God, acts of civil or

military authorities, civil disturbances, wars, strikes or other labor disputes, fires, transportation contingencies, interruptions in telecommunications or Internet services or network provider services, failure of equipment and/or software, other catastrophes or any other occurrences which are beyond such party's reasonable control XXV.

Choice of Law. This Agreement shall be construed and enforced in accordance with the laws of the State of North Carolina. Each of the parties hereby submits to the jurisdiction and venue of the Courts of the State of North Carolina and any federal courts having jurisdiction. XXVI. No Waiver. No failure of either party to exercise or

enforce any of its rights under this Agreement will act as a waiver of such rights and no waiver will be effective unless made in writing and signed by an authorized representative of the waiving party.

DocuSign Envelope ID: D555EA66-75A5-4E60-A01B-FB1664EB6327

IN WITNESS THEREOF, Systel and Moore County have signed and sealed this Agreement, this day and year first written above.

ATTEST:

COUNTY OF MOORE

Frank R. Quis, Jr., Chairman Clerk to the Board Board of Commissioners

ATTEST:

SYSTEL BUSINESS EQUIPMENT CO., INC.

Aul Vice-President _____ Susan Williams Janene

PREAUDIT CERTIFICATE

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act. \s3\ Finance Officer

DocuSign Envelope ID: D555EA66-75A5-4E60-A01B-FB1664EB6327

2021 Urgent Repair Program

Agenda Item: _____

Meeting Date: _____

August 3, 2021 MEMORANDUM TO THE BOARD OF COMMISSIONERS FROM: Debra Ensminger Planning & Transportation Director

DATE: June 29, 2021 SUBJECT: 2021 Urgent Repair Program and associated documents.

PRESENTER: Debra Ensminger REQUEST: This is a request to accept \$100,000.00 through the 2021 Urgent Repair Program, approve and adopt the Post Approval Documentation, Procurement Policy, Assistance Policy, Budget Amendment, and any other subsequent documents. BACKGROUND: On January 19, 2021, the Board of Commissioners approved an application submittal to the North Carolina Housing Finance Agency for funding through the 2021 Urgent Repair Program. The County has been conditionally approved for a set aside amount not to exceed \$100,000.00. The Urgent Repair Program operates on an annual cycle with a focus on critical repairs for health and safety modifications of income qualified and owner-occupied homes with special needs. Moore County previously participated in the 2010, 2012, 2013, 2015, 2016, 2017, 2018, 2019 and currently participating in the 2020 program. Grant requirements include a "Post Approval Documentation" packet consisting of a Procurement Policy, Assistance Policy, and Budget Amendment. The required documents have been reviewed and approved by the County Attorney's Office. IMPLEMENTATION PLAN: All required documents will be forwarded to the North Carolina Housing Finance Agency and guidelines will be met as set forth in the programs Assistance Policy. FINANCIAL IMPACT STATEMENT: Appropriation of \$5,000.00 local match dollars is required and will be appropriated out of the General Fund. STAFF RECOMMENDATION: This action will require four (4) separate motions: 1) Make a motion to accept the \$100,000.00 2021 Urgent Repair Program offered to Moore County through the North Carolina Housing Finance Agency as presented. 2) Make a motion to approve, adopt and allow the Chairman to execute Post Approval Documentation, Procurement Policy, Assistance Policy, and all associated documents related to the implementation of the 2021 Urgent Repair Program as presented. 3) Make a motion to approve Budget Amendment as presented. 4) Make a motion to allow the County Manager to sign funding agreement once received by the North Carolina Housing Finance Agency and any subsequent documents received.

2021 Urgent Repair Program

SUPPORTING ATTACHMENTS: Post Approval Documentation, Assistance Policy, Procurement & Disbursement
Policy, Budget Amendment

REVISED AWARDED GRANT INFORMATION FORM

Including all State and Federal financial assistance Financial Assistance Title/Grant Name: Urgent Repair Program 2021 (URP21)

Grantor (State or Federal agency, private foundation etc.): North Carolina Housing Finance Agency (NCHFA)

Grantor Contact Person: Dan McFarland

Grantor Phone Number / e-mail: 919-877-3752

/dmcfarland@nchfa.com

Purpose of Grant Funding: To address imminent threats to health and human safety posed by housing in qualified, Low-income, owner-occupied homes.

Total Requested: \$ 100,000

Matching Requirement: Local Match: \$5,000 State Match: Federal Match:

Period Covered: FY22+ Project closeout February 2023

Grant Number: URP2121

Revenue Code: Expenditure Code:

1. Does the assistance include Federal funds (funds from State may originate from a Federal agency)? YES NO

If yes, list CFDA number (*required, should be provided in information received from grantor):
No CDFA number for this grant

If yes, please provide name of Federal agency:

2. Does the grant period extend over more than one fiscal year? YES NO

If Yes, list fiscal years: FY22, FY23

3. Are you planning to request funds each year? YES NO

If yes, please indicate fiscal years This is a competitive (not guaranteed) grant offered annually

4. Is this a reimbursement grant? YES NO

5. What are the reporting requirements?

Monthly

Quarterly

Semi-Annually

At End of Grant

6. Who prepares reports? Stephanie Cormack

7. What, if any, long term commitments for the County are involved if we accept the grant funds, i.e. program continuation after grant funding ceases? Program exists for the life of the grant

8. List any laws, acts, or regulations specifying performance requirements of the County: None additional to existing

9. Please include any other comments below: The County would receive \$50,000 initially and will need to act on a reimbursement basis until the remaining \$50,000 is disbursed during the last quarter of the program. County would also need to expend the \$5,000 local matching funds.

* Please attach a copy of your revised grant agreement to Financial Services.

Moore County
Assistance Policy
For the 2021 Cycle of the
Urgent Repair Program

What is the Urgent Repair Program? The County of Moore has been awarded \$100,000 by the North Carolina Housing Finance Agency ("NCHFA") under the 2021 cycle of the Urgent Repair Program ("URP21"). This program provides funds to assist very-low and low- income households with special needs in addressing housing conditions which pose imminent threats to their life and/or safety or to provide accessibility modifications and other repairs necessary to prevent displacement of very-low and low- income homeowners with special needs such as frail elderly and persons with disabilities. A total of 10 households will be assisted under URP21.

This Assistance Policy describes who is eligible to apply for assistance under URP21 how applications for assistance will be rated and ranked, what the form of assistance is and how the repair/modification process will be managed. The County has designed this URP21 project to be fair, open, and consistent with the County's approved application for funding and with NCHFA's URP Program Guidelines.

The funds provided by NCHFA come from the North Carolina Housing Trust Fund. Additional funds for construction costs are provided by local organizations in the amount of \$5,000.

Eligibility To be eligible for assistance under URP21 applicants:

- 1) must reside within the county limits of Moore and own and occupy the home in need of repair or have life state rights; and must be current on all property taxes with no outstanding taxes owed
- 2) must have a household income which does not exceed 50% of the County median income for the household size (see income limits below)
- 3) must have a special need (i.e. be elderly, > 62 years old, handicapped or disabled, a single parent with a dependent living at home, a Veteran, a large family with >5 household members or a household with a child below the age of six with lead hazards in the home).
- 4) must have urgent repair needs, which cannot be met through other state or federally-funded housing assistance programs

URP21 Income Limits* for Moore County

Number in

Household

30% of Median

(very-low income)

50% of Median

(low income)

1 \$16,100 \$26,800

2 \$18,400 \$30,600

3 \$20,700 \$34,450

4 \$22,950 \$38,250

5 \$24,800 \$41,350

6 \$26,650 \$44,400

7 \$28,500 \$47,450

8 \$30,300 \$50,500

*Income limits are subject to change based on annually published HUD HOME Limits and will be updated each year. This update will not require a re-approval of the governing authority.

Outreach Efforts of the Urgent Repair Program The County informs Moore County service providers of housing rehab opportunities through a Public Notice submitted to the Pilot (local paper) as well as on the County Website. Moore County will notify each of the following agencies of this Project and provide applications for disbursement:

- Moore County Department of Social Services
- Moore County Health Department
- Moore County Senior Enrichment Center
- Local Municipalities within the County
- Action Pathways (Weatherization Program)
- Meals on Wheels
- Moore County Transportation Services
- Veteran's Administration
- Habitat for Humanity
- Independent Living
- ARC of Moore
- Northern Moore Family Resource Center
- Coalition for Human Care
- Red Cross
- United Way

Selection of applicants The County has devised the following priority system to rank eligible applicants, determine which of them will be selected for assistance and in what order. Under this system, applicants will receive points for falling into certain categories of special need and income. The applications will be ranked according to which receive the most points.

Priority Ranking System for Moore County's URP21

Special Needs (for definitions, see below) Points

Never served by Moore County

Disabled, Elderly or Veteran Household Member (62 or older)

10

6

Single-Parent Household (with one or more children in the home) 4

Large Family (5 or more permanent residents) 6

Child under six years of age with lead hazards in the home 4

Income (See Income Table above) Points

Less than 30% of County Median Income 10

30% to 50% of County Median Income 5

****NOTE**** If the household has more than one special need as outlined above then that applicant will receive the allotted points for all applicable categories.

Under NCHFA Program Guidelines, a minimum of 50% of households assisted must have incomes which are less than 30% of the area median income for the household size, and

no household with an income exceeding 50% of the area median income will be eligible. This guideline will be adhered to strictly and will be the primary factor in the selection of those households to be assisted under URP21.

Recipients of assistance under the URP21 will be chosen by the above criteria without regard to race, color, religion, national origin, sex, familial status and disability.

The definitions of special needs populations under URP21 are:

- Never served by Moore County: A person that has not been served in the past by a previous program offered by Moore County Planning & Transportation Department will be verified by staff to ensure the allotted points are included in the ranking criteria.
- Elderly: An individual aged 62 or older.
- Disabled: A person who has a physical, mental or developmental disability that greatly limits one or more major life activities, has a record of such impairment, or is regarded as having such an impairment.
- Large Family: A large family household is composed of five or more individuals living in the home; of at least four are immediate family members.
- Household Member: Any individual who is an occupant (defined below) of the unit to be rehabilitated shall be considered a "household member" (the number of household members will be used to determine household size and all household members are subject to income verification).
- Occupant: An occupant is defined as any immediate family member (mother, father, spouse, son/daughter of the head of the household, regardless of the time of occupancy); or non-immediate family member who has resided in the dwelling at least 3 months prior to the submission of the family's application.
- Single-Parent Household: A household in which one and only one adult resides with one or more dependent children.
- Veteran: A person who served in the active military, naval, or air service, and who was discharged or released therefrom under conditions other than dishonorable. Provide DD-214 form to demonstrate.
- Child with lead hazards in the home: a child below the age of six living in the applicant house which contains lead hazards.

Client Referral and Support Services Many homeowners assisted through the Urgent Repair Program may also need other services. When the Urgent Repair Program staff meet the homeowner during the work write-up process, they will discuss the resources and programs available in the County and provide a copy of Moore County's "Resource Guide" of agencies and contact numbers that may assist in homeowner needs.

What is the form of assistance under URP21? The County will provide assistance to homeowners, whose homes are selected for repair/modification in the form of a loan. Homeowners will receive an unsecured deferred, interest-free loan, forgiven at a rate of \$2,000 per year, until the principal balance is reduced to zero.

What is the amount of the loan? The amount of the loan will depend on the scope of work necessary to address the identified imminent threats to life and/or safety, and that will be determined by the County's Housing Rehab Program Coordinator. There is no minimum to the amount of the loan; however, the maximum life-time limit according to the guidelines of URP21 is \$10,000.

What kinds of work will be done? Only repairs that address imminent threats to the life

and/or safety of occupants of the dwelling unit or accessibility modifications will be performed under the County's URP. Please understand that all deficiencies in a home will likely not be able to be repaired with the available funds.

All work that is completed under URP21 must meet or exceed NC Residential Building Code.

Who will do the work on the homes? The County is obligated under URP21 to ensure that quality work is done at reasonable prices and that all work is contracted through a fair, open and competitive process. To meet those requirements, the County will allow qualified contractors to provide quotes, bids, or proposals for the products or services needed on each home. Please request a copy of the County's URP21 Procurement and Disbursement Policy for further information.

(Homeowners who know of quality rehabilitation contractors are welcome to invite them to bid).

A minimum of three qualified contractors will be invited to bid on each job, and the lowest responsive and responsible bidder will be selected for the contract. "Responsive and responsible" is described in the Procurement and Disbursement Policy. All bid opportunities will be posted on the county website, IPS, HUB site and via email to interested contractors.

A qualified contractor is a contractor who is not debarred on any state or federal list, has proper license required for the scope of work they are bidding on and have the proper insurance requirements that meets the County's guidelines.

What are the steps in the process, from application to completion? Now that you have the information about how to qualify for the County of Moore's URP21, what work can be done, and who will do it, let's go through all the major steps in the process:

1. Completing a Request for Assistance form: Homeowners who wish to apply for assistance must do so by September 29, 2021. Apply by contacting the Planning & Transportation Department, at 910-947-5010. Proof of ownership and income will be required at time of submittal. Those who have applied for housing assistance from the County in the past will not automatically be reconsidered. A new Request for Assistance will need to be submitted.

2. Preliminary inspection: The County's Housing Rehab Program Coordinator will visit the homes of potential loan recipients to determine the need and feasibility of repairs/modifications.

3. Screening of applicants: Request for Assistance will be rated and ranked by the County based on the priority system outlined on page 2. The households to be assisted will be selected by October 29, 2021. Household income will be verified for program purposes only (information will be kept confidential). Ownership of property will be verified along with other rating factors. From this review, the ten (10) most qualified applicants will be chosen according to the priority system described above. There will also be a list of alternates in the order of qualification. Applicants not receiving notification by November 15, 2021 that they were chosen may contact Community Development Staff, at 910-947-5010 to confirm the disposition of the

request for assistance.

4. Applicant interviews: Approved applicants will be provided detailed information on assistance, program repair/modification standards and the contracting procedures associated with their project at this informational interview.

5. Work write-up: The County's Housing Rehab Program Coordinator will visit the home again for a more thorough inspection. All parts of the home must be made accessible for inspection, including the attic and crawlspace, if any. The owner should report any known problems such as electrical short circuits, blinking lights, roof leaks and the like. The Housing Rehab Program Coordinator will prepare complete and detailed work specifications (known as the "work write-up". A final cost estimate will also be prepared by the Housing Rehab Program Coordinator and held in confidence until bidding is completed.

6. Formal agreement: After approval of the work write-up, the homeowner will sign a formal agreement that will explain and govern the repair/modification process and an explanation of the Promissory Note, which is considered a forgivable loan. This agreement will define the roles of the parties involved throughout the process.

7. Bidding: The bid invitation and work write-up will be sent to a minimum of three contractors asking those who want to bid on the projects to attend a mandatory pre-bid meeting which will include a walk-through of each home. Only those contractors in attendance will be provided a bid packet and given at least one week to prepare bid proposals. The names of those contractors in attendance will be supplied to the homeowner. Each will need access to those areas of the house, in which work is to be performed, in order to prepare a bid. Unless otherwise indicated a bid opening will be conducted at the Moore County Finance Department located at 206 S. Ray St., Carthage, NC at a specified date and time, with all bidders and the homeowner invited to attend.

8. Contractor selection: Within six (6) weeks of the bid opening and after review of bid breakdowns and timing factors, the winning bidder will be selected. All bidders and the homeowner will be notified of (1) the selection, (2) the amount, (3) the amount of the County's cost estimate, (4) any support or contingency costs that will be included in the loan amount, and (5) if other than the lowest bidder is selected, the specific reasons for the selection.

9. Execution of loan and contract: The loan will be executed as well as the repair/modification contract prior to work beginning on the project. This contract will be between the contractor and homeowner, with the County signing as an interested third party. The cost of the actual work and project related support costs up to the maximum amount of \$1000 will be included in the loan document.

10. Pre-construction conference: A pre-construction meeting will be held at the home or designated location. At this time, the homeowner, contractor and Moore County program representatives will be present and discuss the details of the work to be done. Starting and ending dates will be agreed upon, along with any special arrangements such as weekend or evening work hours and disposition of items to be removed from the home (such as old plumbing, etc.). If the contract has been executed, the County

will issue a "Notice to Proceed order" formally instructing the contractor to commence by the agreed-upon date within five (5) calendar days of the date stipulated on the "Notice to Proceed".

11. Construction: The contractor will be responsible for obtaining any required building and zoning permits for the project before beginning work. The permit must be posted at the house during the entire period of construction. Program staff will closely monitor

the contractor during the construction period to make sure that the work is being done according to the work write-up (which is made a part of the rehabilitation contract by reference) and in a timely fashion. Code Enforcement Officers will inspect new work for compliance with the State Building Code as required by the guidelines of URP21. The homeowner will be responsible for working with the contractor toward protecting personal property by clearing work areas as much as practicable. The contractor will be responsible for all clearing and cleaning arising from and due to construction activities.

12. Change Orders: All changes to the scope of work must be reduced to writing as a contract amendment ("change order") and approved by all parties to the contract: the owner, the contractor and two representatives of the County of Moore. If the changes require an increase in the loan amount, a loan modification stating these changes in the contract amount must be completed by the County, and executed by the owner. If the changes result in a decrease in the loan amount, an estoppel informing the homeowner of these changes in the contract amount will be completed by the County and conveyed to the owner. "Work must be within the scope of the original project and not so substantial in amount or kind so as to invalidate the original bid procedure"

13. Payments to contractor: The contractor will be paid following inspection of and satisfactory completion of all items on the work write-up and change orders, if any, as outlined in the County's Procurement and Disbursement Policy.

14. Post-construction meeting: Following construction, the contractor and the Housing Rehab Program Coordinator will sit down with the homeowner one last time. At this meeting the contractor will hand over all owner's manuals and warranties on equipment to the Housing Rehab Program Coordinator for review prior to the project closeout. The contractor and Housing Rehab Program Coordinator will go over operating and maintenance requirements for any new equipment installed and discuss general maintenance of the home with the homeowner. The homeowner will have the opportunity to ask any final questions about the work and the loan.

15. Closeout: Once each item outlined in section 13 has been satisfied and the homeowner has signed a Certificate of Satisfaction, the job will be closed out (fully completed).

What are the key dates? If, after reading this document, you feel that you qualify for this program and wish to apply, please keep the following dates in mind:

- Request for Assistance available to the public starting September 1, 2021.
- Request for Assistance must be turned in at the Moore County Planning & Transportation Department by 4:30 P.M. on September 30, 2021.
- Households selected from applications on October 29, 2021.
- All rehabilitation work must be under contract by November 15, 2022.

- All rehabilitation work must be completed by December 31, 2022.

How do I request an application? Just contact:

Moore County Planning & Transportation Department
 c/o Community Development Staff
 PO Box 905
 Carthage, NC 28327
 910-947-5010

Or pick up a Request for Assistance at the Moore County Planning & Transportation Department, any library within the County, the County Health Department, or the Department of Social Services office.

Is there a procedure for dealing with complaints, disputes and appeals? Although the application process and repair/modification guidelines are meant to be as fair as possible, the County of Moore realizes that there is still a chance that some applicants or participants may feel that they were not treated fairly. The following procedures are designed to provide an avenue for resolution of complaints and appeals.

During the application process:

1. If an applicant feels that his/her Request for Assistance was not fairly reviewed or rated and would like to appeal the decision made about it, he/she should contact the Project Administrator within five days of the initial decision and voice their concern. If the applicant remains dissatisfied with the decision, the detailed complaint should be put into writing.
2. A written appeal must be made within 10 business days of the initial decision on an application.
3. The County of Moore will respond in writing to any complaints or appeals within 10 business days of receiving written comments.

During the repair/modification process:

1. If the homeowner feels that repairs or modifications are not being completed per the contract, he/she must inform the contractor and the Community Development Staff.
2. The Housing Rehab Program Coordinator will inspect the work in question. If it is found that the work is not being completed according to contract, the Housing Rehab Program Coordinator will review the contract with the contractor and ask the contractor to remedy the problem.
3. If problems persist, a mediation conference between the homeowner and the contractor may be convened by the Housing Rehab Program Coordinator and facilitated by the County's Community Development Staff.
4. Should the mediation conference fail to resolve the dispute, the Project Administrator at the direction of the Planning & Transportation Director will render a written final decision.
5. If the Housing Rehab Program Coordinator finds that the work is being completed according to contract, the complaint will be noted and the Housing Rehab Program

Coordinator and the homeowner will discuss the concern and the reason for the Housing Rehab Program Coordinator decision.

Will the personal information provided remain confidential? Yes. All information in applicant files will remain confidential. Access to the information will be provided only to County employees who are directly involved in the program, the North Carolina Housing Finance Agency and auditors.

What about conflicts of interest? No officer, employee or other public official of the County, or member of the Board of County Commissioners, or entity contracting with the County that exercises any functions or responsibilities with respect to URP21 shall have any interest, direct or indirect, in any contract or subcontract for work to be performed with program funding, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. Relatives of County employees, Board of County Commissioners and others closely identified with the County, may be approved for rehabilitation assistance only upon public disclosure before the Board of County Commissioners and written permission from NCHFA.

What about favoritism? All activities under URP21, including rating and ranking applications, inviting bids, selecting contractors and resolving complaints, will be conducted in a fair, open and non-discriminatory manner, entirely without regard to race, color, religion, national origin, sex, familial status and disability

Who can I contact about URP21? Any questions regarding any part of this application or program should be addressed to:

Housing Rehab Program Coordinator Project Administrator
 Carlis P. Sweat Stephanie Cormack
 PO Box 905 PO Box 905
 Carthage, NC 28327 Carthage, NC 28327
 910-947-5010 910-947-5010

These contacts will do their utmost to answer questions and inquiries in the most efficient and correct manner possible.

This Assistance Policy is adopted this ____ day of _____ 20__.

BY: _____
 Frank Quis
 Moore County Board of Commissioners

Attest: _____
 Laura Williams
 Notary Public

County of Moore

Procurement and Disbursement Policy

URGENT REPAIR PROGRAM PROCUREMENT POLICY 1. To the maximum extent practical, the County of Moore (the County) promotes a fair, open and competitive procurement process as required under the North Carolina Housing Finance Agency's Urgent Repair Program (URP). The County will conduct a public bid which will allow "qualified contractors" to provide quotes, bids or proposal for the products and services needed. Every reasonable effort will be made to receive at least three quotes, bids, or proposal. A "qualified contractor" is a contractor who is not debarred on any state or federal list, has proper licenses required for the scope of work they are bidding on. All bid opportunities will be posted on the County website, IPS, and HUB site, and via email to interested contractors. 2. At least three eligible contractors shall be invited to bid on each job. Only those contractors who attend the mandatory pre-bid meeting will be allowed to provide quotes, bids, or proposal for services needed. The award will be made to the lowest responsive and responsible bidder, taking into consideration quality, performance, and the time specified in the bids for the performance of the contract. Reasonable changes may be made in the plans and specifications to bring the contract price within the funds available. This will be accomplished by taking into consideration the same work write-up item(s) reductions for all bidders to compare total revised bid amounts and then awarding to the lowest responsive and responsible bidder "Responsible means including but not limited to (a) the contractor is deemed able to complete the work in a timely fashion "Responsive means including but not limited to (a) the bid is within 20%, in either direction, of the County's cost estimate, (b) the contractor has not been suspended or debarred and (c) there is no conflict of interest (real or apparent). In the event of a project re-bid due to quotes, bids or proposals not falling within the County's cost estimate: and there is no change in the scope of work only those contractors who have not visited the home will be required to attend the walk through of that home. All contractors working on pre-1978 units must be Renovation, Repair and Painting Rule (RR&P) certified renovators working for Certified Renovation firms; only those contractors with this certificate on file will be invited to bid on pre-1978 homes. 3. Although bid packages may be bundled for multiple job sites, the bids for multiple job sites shall be considered separate and apart when awarded and shall be awarded to the lowest responsive and responsible bidder(s) for each job site. 4. Bid packages shall consist of an invitation to bid, work write up(s) and bid sheet(s) for each job including instructions for distribution and receipt of bids. Contractors who attend the mandatory pre-bid walkthrough will be given no less than seven (7) days to prepare bid proposals. Each contractor will have access to all parts of the house during the pre-bid walkthrough in order to prepare a bid. Unless otherwise indicated a bid opening will be conducted in the Moore County Finance department located at 206 South Ray Street, Carthage, NC at a specified date and time, with all bidders invited to attend.

5. Bids must include a cost-per-item breakdown with line-item totals equaling the submitted bid price. Discrepancies must be reconciled prior to a contract being awarded.

6. Any change to the original scope of work must be reduced to writing in the form of a change order to be agreed upon and signed by all parties to the original contract and two representatives of the County. The change order must also detail any changes to the original contract price. "Work must be within the scope of the original project and not so substantial in amount or kind so as to invalidate the original bid procedure."

7. No work may begin prior to a contract being awarded and a written notice to proceed provided to the contractor. In addition, a pre-construction conference and "walk thru" shall be held at the work site or designated location prior to commencement of repair work.

8. The County reserves the right to reject any or all bids at any time during the procurement process. 9. In the event of a true emergency situation, the County reserves the right to waive normal procurement procedures in favor of more expedient methods, which may include seeking telephone quotes, faxed bids and the like. Should such methods ever become necessary the transaction will be fully documented by noting all parties spoken to, creating a bid tab sheet as required by the County outlining quote amounts and scope of work. 10. All sealed bids will be opened publicly at a time and place to be announced in the bid invitation. All bidders are welcome to attend. Moore County will issue intent to award to the lowest responsible and responsive bidding contractor, pending final award after legal, finance, and Management approval within six (6) weeks of the bid opening. All bidders and the homeowner will be notified in writing of 1) the selection of the winning bid, 2) the amount of the winning bid, 3) the amount of the County's cost estimate upon request; and 4) the specific reasons for the selection, if other than the lowest bidder was selected. 11. The contractor is responsible for obtaining a building and zoning permit for the project before beginning work when applicable. The permit must be posted at the house during the entire period of construction. Moore County Housing Rehab Program Coordinator will closely monitor the contractor during the construction period to make sure that the work is being completed according to the work write-up (which is made part of the rehabilitation contract by reference) and in a timely fashion. Local Code Enforcement Officials will inspect the work for compliance with the NC State Building Code, when applicable. To protect personal property the homeowner will be responsible for working with the contractor toward clearing work areas of personal property as needed as much as practical. The contractor will be responsible for all clearing and cleaning activities necessary due to construction activities. 12. The County of Moore is an equal opportunity employer, implements non-discriminatory practices in its procurement/disbursement and will make special outreach efforts to include M/WBE (Minority/Women Business Enterprise) businesses within its contractor and subcontractor pool. Contractors will be chosen by the above criteria without regard to race, color, religion, national origin, sex, familial status and/or disability.

DISBURSEMENT POLICY

1. All repair work must be inspected by (a) the County's Housing Rehab Program Coordinator, and (b) the homeowner prior (c) the local building inspector when applicable prior to any payments to contractors. If all work is deemed satisfactory and all other factors and written agreements are in order, payment shall be issued upon presentation of an original invoice from the contractor. Contractor should allow 30 business days for processing of the invoice for payment. *Note* the contractor must provide the Community Development Staff with all owners' manuals; warranties on equipment/materials if applicable and a use and sales tax certificate will be required to be submitted prior to payment.
2. If any of the work is deemed unsatisfactory, it must be corrected prior to authorization of payment. If the contractor fails to correct the work to the satisfaction of the County Housing Rehab Program Coordinator, payment may be withheld until such time the work is satisfactory. (Contractors may follow the County's Urgent Repair Program Assistance Policy if a dispute occurs; however, contractors shall abide by the final decision as stated in the policy).
3. The County assures, through this policy, that adequate funds shall be available to pay the contractor for satisfactory work. 4. All contractors, sub-contractors and suppliers must sign a lien waiver prior to disbursement of funds. The Procurement and Disbursement Policies are adopted this the _____ day of

_____20____. County of Moore BY: _____

Frank Quis Board of County Commissioners Chair

ATTEST: _____ Laura Williams Clerk to the Board

CONTRACTORS STATEMENT: I have read and understand the attached Procurement and Disbursement Policy.

BY: _____

COMPANY NAME: _____ WITNESS:

Fiscal Year 2021/2022

Budget Line Item Number

Budgeted

Amount Increase/ Revised

(Decrease) Budget

Revenue 10019000 32950 Appropriated Fund Balance -	5,000	5,000
Expense 10036056 59910 Transfer to MultiYr Grant Fund -	5,000	5,000
Revenue 24019000 32955 Transfer from General Fund -	5,000	5,000
Expense 24023018 56294 URP21 Urgent Repair Local -	5,000	5,000
Revenue 24042018 36283 URP21 Urgent Repair -	100,000	100,000
Expense 24023018 56295 URP21 Urgent Repair -	100,000	100,000
Approved this _____ day of _____, 2021		

Frank Quis

Moore County Board of Commissioners

Laura Williams

Clerk to the Board

20001

Planning - General Fund

Agenda Item: _____ Meeting Date: __08/03/2021__

MEMORANDUM TO: MOORE COUNTY BOARD OF COMMISSIONERS FROM: Rachel Patterson, GIS DATE: August 3, 2021 SUBJECT: Public Hearing – Amendment to the Moore County Road Name and Addressing Ordinance PRESENTER: Rachel Patterson REQUEST:

Request is hereby made for the Board of Commissioners to call a public hearing for Tuesday, August 17, 2021, at 5:30 pm to consider amendments to the Moore County Road Name and Addressing Ordinance to add one (1) road.

BACKGROUND: On July 10, 1989, the Moore County Board of Commissioners enacted the Moore County Road Name and Addressing Ordinance, establishing the names of roads, a procedure for the future naming or renaming of roads and the numbering of all houses, mobile homes, commercial and industrial buildings.

In adopting this Ordinance, the Board recognized the need for the naming of roads outside of municipal limits in the County of Moore and the numbering of residential, commercial and industrial structures, and accessory buildings thereto, as being essential for the operation of the enhanced 911 dispatch system in the County of Moore. Section 3 of this Ordinance states “No new roads outside of municipal limits in the County of Moore,

whether a part of the State Secondary Road System or Private, shall be named without approval of the Board of Commissioners.” The road listed here is for initial naming and are privately maintained; DEWPORT RD (P4253).

IMPLEMENTATION PLAN: Upon adoption of this amendment, a formal letter of notification of the approved road names will be

forwarded to individuals who own property along the road. FINANCIAL IMPACT STATEMENT:

Not Applicable. RECOMMENDATION SUMMARY:

Staff respectfully requests that the Board of Commissioners make a motion to call a public hearing for August 17, 2021, at 5:30 pm to consider amendments to the Moore County Road Name and Addressing Ordinance to add one (1) road to the ordinance.

SUPPORTING ATTACHMENTS Road Name and Addressing Ordinance Color Maps Legal Notice

AMENDMENT TO

THE MOORE COUNTY ROAD NAME AND ADDRESSING ORDINANCE ADOPTED JULY 10, 1989 AND AS SUBSEQUENTLY AMENDED RESOLVED by the Board of Commissioners of the County of Moore that Section III ROAD NAMING OF THE ABOVE REFERENCED ORDINANCE BE AMENDED TO ADD, RENAME, OR REMOVE THE FOLLOWING ROADS AS INDICATED: ADD: DEWPORT RD (P4253)Located off private road Berrydrew Ln, which is located at the end of Needhams Rd (SR 1327).

AND, FURTHER, that the effective date of this amendment to the above described Ordinance shall be upon adoption.

Adopted this 17th day of August 2021. _____ Francis R Quis, Jr., Chairman
Moore County Board of Commissioners _____ Laura Williams, Clerk to the Board
Moore County Board of Commissioners

TABLE OF CONTENTS
MOORE COUNTY ORDINANCE UPDATE
– August 2021 –

NEW/CHANGED/REMOVED ROAD NAME	MAP NUMBER
DEWPORT RD	1

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Source : \\gisdb\gis\Projects\DEPARTMENTS\ADDRESSING\Streets_order\Inance\RoadName_PreAgenda\UpdateRoads_LetterSize.mxd

Map Prepared By Moore County GIS Department Date : 7/6/2021

Moore County GIS Disclaimer All the information contained on this media is prepared for the inventory of real property found within Moore County. All data is compiled from recorded deeds, plats, and other public records and data. Users of this data are hereby notified that the aforementioned public primary information sources should be consulted for verification of the information. All information contained herein was created for the County's internal use. MOORE COUNTY, ITS OFFICIALS, AGENTS AND EMPLOYEES MAKE NO WARRANTY AS TO THE CORRECTNESS OR ACCURACY OF THE INFORMATION

SET FORTH ON THIS MEDIA WHETHER EXPRESS OR IMPLIED, IN FACT OR IN LAW, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE. Any resale of this data is strictly prohibited in accordance with North Carolina General Statutes 132-10. Grid is based on North Carolina State Plane Coordinate System NAD83 (feet).
Moore County Ordinance Update - Map 1

400 Feet

Legend

Existing Roads

Parcels

Cities

County Line

LEGAL NOTICE

Notice is hereby given that two Public Hearings regarding proposed amendments to the Moore County Road Name and Addressing Ordinance will be held before the Moore County Board of Commissioners at 5:30 PM on Tuesday, August 17, 2021, in the Commissioners' Meeting Room located on the 2nd floor of the Historic Courthouse at 1 Courthouse Sq., Carthage, North Carolina. The purpose of the hearings is to consider the following:

- 1) An amendment to the Moore County Road Name and Addressing Ordinance to one road to the Ordinance, which is Dewport Rd, and
- 2) An amendment to the Moore County Road Name and Addressing Ordinance to one road to the Ordinance, which is Wits End Trl. Information pertaining to these amendments is available for review at the Moore County GIS Department, located at 302 S. McNeill St, Carthage, NC 28327, during normal business hours.

Interested persons are invited to attend. Accommodations for individuals with disabilities or impairments will be made upon request to the extent that reasonable notice is given.

Laura Williams Clerk to the Board

Agenda Item: _____ Meeting Date: __08/03/2021__

MEMORANDUM TO: MOORE COUNTY BOARD OF COMMISSIONERS FROM: Rachel Patterson, GIS DATE: August 3, 2021 SUBJECT: Public Hearing – Amendment to the Moore County Road Name and Addressing Ordinance PRESENTER: Rachel Patterson REQUEST:

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In adopting this Ordinance, the Board recognized the need for the naming of roads outside of municipal limits in the County of Moore and the numbering of residential, commercial and industrial structures, and accessory buildings thereto, as being essential for the operation of the enhanced 911 dispatch system in the County of Moore. Section 3 of this Ordinance states “No new roads outside of municipal limits in the County of Moore,

whether a part of the State Secondary Road System or Private, shall be named without approval of the Board of Commissioners.” The roads listed here are for initial naming and are privately maintained; WITS END TRL (P4254).

IMPLEMENTATION PLAN: Upon adoption of this amendment, a formal letter of notification of the approved road names will be

forwarded to individuals who own property along each the road. FINANCIAL IMPACT STATEMENT:

Not Applicable. RECOMMENDATION SUMMARY:

Staff respectfully requests that the Board of Commissioners make a motion to call a public hearing for August 17, 2021, at 5:30 pm to consider amendments to the Moore County Road Name and Addressing Ordinance to add on (1) road to the ordinance.

SUPPORTING ATTACHMENTS Road Name and Addressing Ordinance Color Maps Legal Notice

AMENDMENT TO

THE MOORE COUNTY ROAD NAME AND ADDRESSING ORDINANCE ADOPTED JULY 10, 1989 AND AS SUBSEQUENTLY AMENDED RESOLVED by the Board of Commissioners of the County of Moore that Section III ROAD NAMING OF THE ABOVE REFERENCED ORDINANCE BE AMENDED TO ADD, RENAME, OR REMOVE THE FOLLOWING ROADS AS INDICATED: ADD: WITS END TRL (P4254).....Located off Lakebay Rd (SR 2023) directly across from the private road Deer Path Rd. Approximately 1.4 miles west of the intersection of Lakebay Rd (SR 2023) and Aiken Rd (SR 2175)

AND, FURTHER, that the effective date of this amendment to the above described Ordinance shall be upon adoption.

Adopted this 17th day of August 2021. _____ Francis R Quis, Jr., Chairman
Moore County Board of Commissioners _____ Laura Williams, Clerk to the Board
Moore County Board of Commissioners

TABLE OF CONTENTS
MOORE COUNTY ORDINANCE UPDATE
– August 2021 –

NEW/CHANGED/REMOVED ROAD NAME MAP NUMBER
WITS END TRL 1

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AIKEN RD

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Source : \\gisdb\gis\Projects\DEPARTMENTS\ADDRESSING\Streets_order\Inance\RoadName_PreAgenda\UpdateRoads_LetterSize.mxd

Map Prepared By Moore County GIS Department Date : 7/6/2021

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Moore County Ordinance Update - Map 1

400 Feet

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- 1) An amendment to the Moore County Road Name and Addressing Ordinance to one road to the Ordinance, which is Dewport Rd, and
- 2) An amendment to the Moore County Road Name and Addressing Ordinance to one road to the Ordinance, which is Wits End Trl. Information pertaining to these amendments is available for review at the Moore County GIS Department, located at 302 S. McNeill St, Carthage, NC 28327, during normal business hours.

Interested persons are invited to attend. Accommodations for individuals with disabilities or impairments will be made upon request to the extent that reasonable notice is given.

Laura Williams Clerk to the Board

Agenda Item: Meeting Date: 08/03/2021 MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Laura M. Williams, Clerk DATE: 07/27/2021 SUBJECT: Appointments / Juvenile Crime Prevention Council REQUEST:

Appoint members to the Juvenile Crime Prevention Council.

BACKGROUND: Member Laura May, currently representing Moore County Schools, has accepted a new job. She is willing and recommended to remain a JCPC member, but it is requested that her member designation be changed from Schools representative to Commissioner Appointee. Lucinda Dedmond, Assistant Director for Student Support Services for Moore County Schools, is recommended for appointment to the Schools representative position. Bunny Critcher's current term of service representing DSS expires this month and she is willing to continue service. Additionally, Ms. Beth Tanner has applied for appointment and would qualify as a Commissioner Appointee.

IMPLEMENTATION PLAN: Clerk will make notification of appointments and update records. RECOMMENDATION SUMMARY: Make a motion to change Laura May's JCPC member designation for her current term of service to Commissioner Appointee instead of Schools representative, and to appoint Lucinda Dedmond as the Schools representative, to reappoint Bunny Critcher as the DSS representative, and to appoint Beth Tanner as a Commissioner Appointee member for two-year terms expiring August 31, 2023. ATTACHMENTS: Lucinda Dedmond Appointment Application Beth Tanner Appointment Application

Lucinda Dedmond

340 E. Connecticut Avenue

9102156281 910-947-2976

ldedmond@ncmcs.org School Administrator

I am the the Asst. Director for Student Support Services with Moore County Schools. In this role I head up theMental Health effort for the district and I supervise the counselors, psychologists, and social workers; this roleseems to make me a natural fit for the the school representative.

07/27/2021

LUCINDA MURRAY-DEDMOND

340 East Connecticut Avenue

Southern Pines NC, 28387

910-215-6281

EDUCATION

2016 Post Master's Certificate in School Administration

University of North Carolina

Greensboro, NC

1986 Master of Education in School Psychology

University of North Carolina

Chapel Hill, NC

1984 Bachelor of Arts with Honors in Psychology

University of North Carolina

Chapel Hill, NC

LICENSURE

2016 School Administrator-Principal License

1989 Licensed Psychological Associate #1291

North Carolina Psychology Board

Boone, NC

1986 School Psychologist License

State Board of Education Department of Public Instruction State of North Carolina

EXPERIENCE

2017-present Assistant Director for Student Support Services

Moore County Schools

Supervise counselors, psychologists, and social workers; apply for and administer various grants to increase student access to mental health professionals including Specialized Instructional Support Personnel; develop and implement social/emotional learning framework; provide professional development around social emotional learning, mental health, and equity; work with other departments to develop and implement processes for Multi Tiered Systems of Support; coordinate and supervise 504, PBIS, and Student Support Teams; and generally support the Safety Health and Welfare for students and staff in Moore County Schools.

1999-2017 School Psychologist

Moore County Schools

Fulfill traditional school psychology role to include psycho-educational evaluations, individual and group counseling, consultation with parents, teachers, administrators, and community members, program development, and research. Assume leadership role for the 11 member School Psychology team; order tests, attend state level lead meetings, coordinate coverage, train new psychologists. Serve on the county MTSS Implementation Team. Serve on the county-wide autism spectrum assessment team. Supervised school psychology externs.

Fulfilled expanded school psychology role at Southern Pines Primary School to include co-development and delivery of classroom guidance curriculum.

Chaired the Positive Behavior Intervention Support initiative at Southern Pines Primary School including attending the NC PBIS training, chairing the committee, maintaining the structures, and training staff. Created power points, wrote skits, and produced a video to teach students procedures and rules.

Chaired the Responsiveness to Instruction initiative at Southern Pines Primary School including attending the NC RtI training, researching and recommending school wide interventions, training staff in problem solving, interventions, and progress monitoring, and chairing the Student Support/Problem Solving Team.

Served on the School Improvement Team at Southern Pines Primary School, taking minutes, coordinating the writing of the school improvement plan, developing School Climate Survey, and collecting and analyzing assessment data through excel spreadsheets in order to assess program effectiveness.

1996-1999 Psychological Associate

Self Employed

Provided psycho-educational assessments for adults and children with an emphasis on learning disabilities.

1994-1996 Psychological Associate

Psychological Associates of Sanford

Provided individual and family psychotherapy for children and adults.

1990-1994 Psychological Associate

RHA-NC Operations

Provided behavior management for intellectually disabled adults and children in an Intermediate Care Facility (ICF-MR) including group homes and day treatment program. Developed and maintained behavior programs, monitored effects of

psychotropic medications, trained staff in specific programs and general behavior management techniques. Provided psychological assessment and counseling for these clients. Trained and supervised psychology assistants.

1986-1990 School Psychologist
Moore County Schools

Fulfilled traditional school psychology role to include psycho-educational evaluations, individual and group counseling, consultation with parents, teachers, administrators, and community members, program development, and research.

1986-1990 Part Time Instructor
Sandhills Community College

Taught Continuing Education classes in behavior management to educators and daycare workers.

CONFERENCES/TRAINING

2016 MTSS State Training
2015 North Carolina School Psychology Association Fall Conference
2014 North Carolina School Psychology Association Fall Conference
2011 National Association of School Psychologists Annual Convention
2011 Foundations of Disaster Mental Health
2007-2010 Responsiveness to Instruction Best Practices Institute
2007 Responsiveness to Instruction State Training
2006 Positive Behavior Intervention Support State Training

Donna Elizabeth "Beth" Tanner

106 N. McNeill Street, Carthage, NC 28327

9198011705 9198011705

detanner0110@gmail.com Attorney -- State of NC -- see resume

I have provided my resume for my full background, but my most relevant experience is representing the Department of Public Safety both in court and as in-house counsel. I represented many sections, but particularly I represented Juvenile Justice during my time there which gave me direct experience in concerns related to justice involved youth.

07/17/2021

Donna Elizabeth "Beth" Tanner

709 Walcott Way Cary, NC 27519 919-801-1705 detanner0110@gmail.com

PROFESSIONAL AND

ACADEMIC ACHIEVEMENTS TO DATE 2005 B.A. Romance Languages, Spanish and B.A. English University of North Carolina at Chapel Hill

President Phi Sigma Pi Honors Fraternity 2004-2005

Member Student Attorney General's Staff 2002-2004 2008 J.D. Campbell University Norman Adrian Wiggins School of Law

AAJ Trial Team Member Spring 2007, Fall 2008

Buffalo Trial Team Member Spring 2008 Intramural Moot Court Competition Fall 2006 Top Oralist Order of Old Kivett Awarded upon graduation

2006 Summer Intern, Harnett County District Attorney's Office 2007 Extern, Judge Linda Stephens, Court of Appeals

My responsibilities included research and writing on multiple legal areas, which were used by Judge Stephens in her decision making and opinions. 2007 Summer Associate, Cranfill Sumner & Hartzog, LLP 2008-2014 Attorney, Cranfill Sumner & Hartzog, LLP AWARDS: 2011 Golden Gavel Award from Westfield Insurance for Excellence in Trial

My practice at CSH included the civil defense of physicians, hospitals, chiropractors, pharmacists and many other healthcare providers. I also defended general liability claims filed against healthcare clients and against businesses. I also assisted in debt collections actions on behalf of healthcare clients. Furthermore, I practiced domestic law in addition to my other areas of practice.

While at CSH, I assisted in all aspects of defense of our clients. This included extensive writing, trial and trial preparation, motions

practice, depositions, and discovery. My insurance and professional liability practice was mainly focused in superior court, but I also represented clients in district court, small claims actions, and administrative hearings.

At Cranfill, I also had the opportunity to expand my practice to family law. I represented domestic clients in all areas of family law from divorce and complex equitable distribution to custody and adoption. My domestic practice also allowed me to advise healthcare clients who were responding to subpoenas or court orders involving minor patients.

Furthermore, I gained extensive experience through my pro bono work with Legal Aid of North Carolina representing clients at the Employment Security Commission. I repeatedly appealed, and won, cases before the Full Commission. Additionally, I had experience representing domestic violence victims through my work with the Volunteer Lawyers Program at Legal Aid.

2014-2016 Assistant Attorney General, North Carolina Department of Justice, Public Safety Division

I represented the Department of Public Safety, a state agency that manages North Carolina prisons, North Carolina Highway Patrol, and the National Guard, as well as emergency management among other state safety organizations. I had sole and primary responsibility for a very large volume of civil litigation cases, primarily constitutional claims by prisoners against the Department of Public Safety. I primarily managed federal court litigation on behalf of the Department of Public Safety for alleged constitutional violations both within prisons and by the Highway Patrol.

My practice included work in federal court, state superior and district court, the North Carolina Court of Appeals, as well as the Fourth Circuit Court of Appeals. I advised the Department on issues that arose during litigation and also provided other general legal advice as requested based on issues that may arise.

My responsibilities included almost completely primary responsibility in my section for claims alleging deliberate indifference to serious medical needs filed against the Department and its employees. My job included both managing individual employee clients as well as the agency client. Additionally, I managed criminal appeals on behalf of the State of North Carolina.

2016-2017 Assistant General Counsel, North Carolina Department of Public Safety I supported all the branches of the Department, which include probation/parole, the Highway Patrol, and the prison system. My practice was mostly focused on support of the prison system, and particularly supporting the prison healthcare system, which includes Central Prison Hospital. Day to day, I worked on policy concerns, provided legal advice and support, participated in various committees (including quality improvement) as the legal member, and work with other agencies, including licensing boards and other state agencies. I managed litigation issues from the client side and participate in management decisions regarding policy and practice issues which arose.

I also routinely directed and managed the release of records of all types, including public records and those records that are considered confidential, to courts, individuals, boards, media, and other agencies.

I was tasked with staying up to date on cutting edge legal issues, political issues, and operational issues which might impact the Department. I was also charged with staying educated on the policies and practices of the department, particularly the Division of Prisons. I drafted and approved contracts, I answered court orders, and I directed certain

litigation decisions in consultation with the General Counsel. I

participated in settlement conferences as the client and was involved in evaluating claims filed against the Department. Because the Department has a wide range of divisions, and because the Division of prisons houses men, women, and juveniles, this job allowed me to gain

experience in a wide range of legal and policy issues. 2017-Present Associate Director, North Carolina Innocence Inquiry Commission AWARDS: 2019 North Carolina Lawyers Weekly Lawyer of the Year

Nominee The North Carolina Innocence Inquiry Commission is a state agency charged with the neutral investigation of post-conviction claims of factual innocence. Since its inception in 2006, the Commission's work has resulted in the exoneration of 11 individuals in North Carolina. This agency is the only state agency like it in the United States. The Commission is provided with all the powers of both criminal and civil procedure to effectuate its investigations. The Commission is comprised of a Commission staff and Commissioners who are charged with hearing

cases if the Commission's Executive Director has determined, in her discretion, that the case should be heard before the Full Commission.

In my role as Associate Director, I report directly to the Executive Director and I supervise all other Commission staff. I work with the

Executive Director to screen applications for review by the Commission.

I have my own investigative case load which includes such responsibilities as interviewing witnesses, searching for and collecting evidence, and interacting with other state and local agencies.

I work with the Executive Director to present cases to the Full Commission. In addition, I manage

all legal issues on behalf of the Commission. I work with the Executive

Director on legislative issues that face the Commission. I am responsible

for working with the Executive Director to educate the community and our partners about the Commission's work through presentations both in North Carolina and out of state and through social media. I am involved

in funding decisions, including grant applications. I am responsible for

managing requests for Commission records. My work requires that I

have a working knowledge of North Carolina Criminal Law and Procedure, North Carolina Civil Procedure, and

certain federal laws. Since joining the Commission, we have presented three cases to the

Commission in hearing, all of which have been voted through for

consideration by a three judge panel. One of those cases has already been considered by a three judge panel and

resulted in an exoneration, the other two cases are pending three judge panel reviews. When I started working at

the Commission, the Commission had approximately 9 cases

that had been at the Commission for more than 5 years. Today, the

Commission has 2 cases that have been with the Commission more than five years, and one of those cases is

scheduled for hearing in the next month. When I started at the Commission, the Commission's practice was to have

only one hearing per year. We have had three hearings since

November 2017 and have two more scheduled this year.

LICENSURE August 2008 Licensed Attorney, State of North Carolina

2009 U.S. District Court, Eastern and Western Districts and Bankruptcy Court 2014 U.S. District Court, Middle

District 2014 U.S. Court of Appeals for the Fourth Circuit COMMUNITY INVOLVEMENT 2019-Present Volunteer

Capital Area Teen Court (Judge role)

2019-Present Board Member, Horse and Buddy Therapeutic Riding Program

Agenda Item: Meeting Date: 08/03/2021

MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Laura M. Williams, Clerk DATE: 07/27/2021 SUBJECT: Appointments / Library Board of Trustees

REQUEST:

Reappoint two members to the Library Board of Trustees.

BACKGROUND: The current terms of service for Library Trustees Joanna King and Susan Zucchini expire August 31.

Each is willing and recommended for reappointment. Ms. Zucchini has served the term limit and the Library Director has requested Board waive the limit as it is authorized to do to allow Ms. Zucchini to continue her valuable service. IMPLEMENTATION PLAN:

Clerk will make notification of appointments and update records. RECOMMENDATION SUMMARY:

Make a motion to reappoint Joanna King and to waive the term limit and reappoint Susan Zucchini to the Library Board of Trustees for three-year terms expiring August 31, 2024. ATTACHMENTS:

Letter Requesting Term Limit Waiver