

MOORE COUNTY BOARD OF COMMISSIONERS

TUESDAY, JULY 20, 2021 REGULAR MEETING 4:30 P.M. – CALL TO ORDER CLOSED SESSION – pursuant to N.C.G.S. 143-318.11(a)(3) 5:30 P.M. – INVOCATION – Reverend John Williamson, Acorn Ridge Baptist Church

PLEDGE OF ALLEGIANCE – Gary Briggs, Tax Administrator 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: June 15, 2021, Regular Meeting and Closed Session

B. Minutes: June 17, 2021, Special Meeting C. Tax Releases/Refunds – June 2021 D. Budget Amendments

E. NC Forest Service Contract for FY22 F. Local Educational Bonds – 2018 Bond Referendum – Revision 15 G.

Digital Learning Invoices H. Memorandum of Agreement between County, Sandhills Center, and Moore County

Schools I. Cost Allocation Plan for Community Development Division J. Essential Single Family Rehab Loan Pool

Program 2020 Cycle Public Disclosure of Potential Conflict of Interest K. Moore County Transportation Services Title

VI Plan Update L. Period of Performance Extension for FY21 Community Transportation Program Section 5311 M.

FY22 5311 Community Transportation Program Grant Agreement N. Home and Community Care Block Grant

Contract IV. RECOGNITIONS

V. PRESENTATIONS VI. PUBLIC HEARINGS VII. OLD BUSINESS

VIII. NEW BUSINESS A. Tax – Request for Approval of Settlement Reports for 2020-2021 (Gary Briggs, Tax Administrator)

B. Tax – Request for Charge of 2021-2022 Tax Levy (Gary Briggs, Tax Administrator)

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

(Randy Gould, Public Works Director) D. Public Works – Request for Approval of Sole Source Purchase Contract with Badger Meter, Inc. (Randy Gould, Public Works Director) E. Public Safety – Request for Approval of Contract

for Hazard Mitigation Grant Program – Hurricane Florence (Bryan Phillips, Public Safety Director) IX.

APPOINTMENTS A. Tax Administrator

B. Convention & Visitors Bureau Board

C. Planning Board

D. Nursing and Adult Care Home Community Advisory Committee X. ADDITIONAL AGENDA

XI. MANAGER'S REPORT XII. COMMISSIONERS' COMMENTS

XIII. CLOSED SESSION – if needed ADJOURNMENT

PUBLIC COMMENT PROCEDURES

MOORE COUNTY BOARD OF COMMISSIONERS

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

1. The Public Comment period will be held at the beginning of the Board meeting. The comment period will be limited to a maximum of thirty minutes.
2. Persons who wish to address the Board during the Public Comment Period will register on a sign-up sheet available on the table outside the entrance door to the Commissioners' Meeting Room indicating contact information and topic. Sign-up sheets will be available beginning 30 minutes before the start of the meeting. No one will be allowed to have his/her name placed on the list by telephone request to County Staff.
3. Each person signed up to speak will have three (3) minutes to make his/her remarks. Each person signed up to speak will only be entitled to the time allotted to each speaker and one additional time period which may be yielded to him/her by another individual who has also signed up to speak on a particular topic.
4. Speakers will be acknowledged by the Board Chairperson in the order in which their names appear on the sign-up sheet. Speakers will address the Board from the lectern at the front of the room and begin their remarks by stating their name and address.
5. Public comment is not intended to require the Board to answer any impromptu questions. Speakers will address all comments to the Board as a whole and not one individual commissioner. Discussions between speakers and members of the audience will not be allowed.
6. Speakers will be courteous in their language and presentation. Matters or comments which are harmful, discriminatory or embarrassing to any citizens, official or employee of Moore County shall not be allowed. Speaker must be respectful and courteous in their remarks and must refrain from personal attacks and the use of profanity.
7. Only one speaker will be acknowledged at a time. If the time period runs out before all persons who have signed up get to speak, those names will be carried over to the next Public Comment Period.
8. Any applause will be held until the end of the Public Comment Period.
9. Speakers who have prepared written remarks or supporting documents are encouraged to leave a copy of such remarks and documents with the Clerk to the Board.
10. Speakers shall not discuss any of the following: matters which concern the candidacy of any person seeking public office, including the candidacy of the person addressing the Board; matters which are closed session matters, including but not limited to matters within the attorney-client privilege, anticipated or pending litigation, personnel, property acquisition, matters which are made confidential by law; matters which are the subject of public hearings.
11. Information sheets outlining the process for the public's participation in Board meetings will also be available in the rear of the Commissioner's Meeting Room.
12. Action on items brought up during the Public Comment Period will be at the discretion of the Board.

Adopted on the 5th day of March 2007 by a 5 to 0 vote of the Moore County Board of Commissioners. Revised on the 7th day of April 2015.
Revised on the 7th day of February 2017.

MOORE COUNTY BOARD OF COMMISSIONERS TUESDAY, JUNE 15, 2021 REGULAR MEETING, 5:30 P.M.

The Moore County Board of Commissioners convened for a Regular Meeting at 10:30am, Tuesday, June 1, 2021, in the Commissioners' Meeting Room of the Historic Courthouse, One Courthouse Square, Carthage, North Carolina. Commissioners Present:

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

Chairman Quis called the meeting to order. Reverend Paul Murphy offered the invocation and Assistant County Manager Janet Parris led the Pledge of Allegiance. PUBLIC COMMENT PERIOD

Mr. John Misiaszek and Mr. Keith Clark offered comment.

Chairman Quis recognized elected officials present at the meeting. 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 Commissioner Gregory noted that although the following items were consent items, they represented a lot of work. Upon motion made by Commissioner Gregory, seconded by Commissioner Graham, the Board voted 5-0 to approve the following consent agenda items: Minutes: May 26, 2021, Special Meeting Minutes: June 1, 2021, Regular Meeting and Closed Session

Tax Releases/Refunds – May 2021

Budget Amendments Digital Learning Invoices for Moore County Schools Nonprofit Grant Agreement with Sandhills Center for FY 22 Elections Building Capital Project Ordinance Revision 3

2010 LOB Public Utilities Capital Project Ordinance Revision 4

County Facilities Expansion Capital Project Ordinance Revision 9

Limited Obligation Bonds Series 2021: Revision 10 to Capital Project Ordinance for Courthouse & Detention Buildings, Budget Amendment for Water Pollution Control Plant, Budget Amendment for Public Utilities
 FY 21-22 School Nurse Funding Initiative Contract with Moore County Schools Southern Health Partners FY 21
 Contract Amendment for Inmate Medical Services Deed of Dedication for Camelia Crossing Phase 3 Moore County
 Airport Airfield Lighting Rehabilitation Project Revision # 1

Moore County Airport – Professional Services for Runway 5 RPZ Land Acquisition, 185 Storage Dr. / Grant
 Administration Paperwork Contract between Moore County Transportation Services and Monarch Agreement
 between Moore County Transportation Services and One Call Agreement between Moore County Transportation
 Services and ModivCare

FY 21-22 Home & Community Care Block Grant Funding

Five-Year Contract with Mid South Food Services for Nutrition Programs Revisions to Fire Commission Rules of
 Procedure Lease Contract with Westmoore Volunteer Fire Protection Association, Inc. The tax releases/refunds
 resolutions, budget amendments, Elections Building revised ordinance, Public Utilities
 revised ordinance, County Facilities revised ordinance, Limited Obligation Bonds Series 2021 revised ordinance and
 budget amendments, Airport Airfield Lighting project documents, Airport Runway 5 RPZ project documents, and
 revised Fire Commission Rules of Procedure are hereby incorporated as a part of these minutes by attachment as
 Appendices A, B, C, D, E, F, G, H, and I, respectively. PUBLIC HEARINGS Public Hearing/Administration –
 Proposed FY 22 Budget County Manager Wayne Vest briefly provided background regarding the proposed FY 22
 budget and noted

changes to that which was originally presented. Chairman Quis opened the duly advertised public hearing regarding
 this matter and the following citizens offered comment: Mr. John Misiasek – support for more funding to Moore
 County Schools

Mr. Keith Clark – recommendations for operational changes to Moore County Transportation Services and increased
 funding of the same Ms. Rachel Chandler – support for more funding to Moore County Schools

Ms. Libby Carter – support for more funding to Moore County Schools Sara Jane Harmon – recommendation to
 enact a resolution banning any Moore County taxpayer funding of Critical Race Theory

There being no further speakers, Chairman Quis closed the public hearing. Mr. Vest noted a special meeting to
 consider adoption of the budget ordinance was scheduled for the coming Thursday.

NEW BUSINESS

Administration – Request for Approval of Contract with New Atlantic Contracting, Inc. for Court Project Capital Projects Manager Rich Smith requested the Board's approval of the contract for the construction of the new court facility. Upon motion made by Commissioner Daeke, seconded by Commissioner Graham, the Board voted 5-0 to approve the contract between New Atlantic Contracting, Inc. and the County of Moore in the amount of \$41,125,000.00 for the construction of the new court facility, contingent upon approval by Finance and Legal, and authorize the Chairman to sign. Administration – Request for Approval of General Management Contract with Moore County Airport Authority

County Manager Wayne Vest presented the contract with the Moore County Airport Authority for general management. Upon motion made by Commissioner Graham, seconded by Commissioner Ritter, the Board voted 5-0 to approve the General Management Contract between the County of Moore and the Moore County Airport Authority. APPOINTMENTS Jury Commission Upon motion made by Commissioner Graham, seconded by Commissioner Daeke, the Board voted 5-0 to

reappoint Jimmie Ann Lassiter to the Jury Commission for a two-year term expiring July 31, 2023. Planning Board Chair Upon motion made by Commissioner Graham, seconded by Commissioner Ritter, the Board voted 5-0 to reappoint Joe Garrison as Chair of the Planning Board for FY 22. Voting Delegate for NCACC Annual Conference Upon motion made by Commissioner Graham, seconded by Commissioner Ritter, the Board voted 5-0 to appoint Commissioner Louis Gregory as the voting delegate to the NCACC annual conference to be held in New Hanover County in August. Workforce Development Board

Upon motion made by Commissioner Daeke, seconded by Commissioner Gregory, the Board voted 5-0 to appoint Caroline Brigmon to the Workforce Development Board to fill the unexpired term of Division of Workforce Solutions representative John Lowery through August 31, 2021. COMMISSIONERS' COMMENTS

Chairman Quis read the following statement: On behalf of the Board of Commissioners, I would like to express again that we are pleased with the opportunity presented to us by the nonprofit, Foundation Forward, Inc. to display replicas of our nation's

founding documents here in Moore County. Representatives of Foundation Forward presented this concept to us during our April 6 meeting, and several citizens including veterans were present to offer their support, leadership, and/or fundraising capabilities, for which we are grateful. Following the presentation of this

opportunity, our staff began researching potential locations for the display on County-owned property here in Carthage, the County Seat, and working with community contacts to move the project forward. We continue to consider the most appropriate location for these Charters of Freedom with input from various stakeholders. Our next step in this project will be the signing of a letter of intent from Foundation Forward, Inc. Once received and reviewed, we will assemble a steering committee to move the process along. As stated by Foundation Forward, this is a nonpartisan effort and we encourage everyone who is interested to get involved during the appropriate phase of the project to help complete this display, which the County will maintain as a legacy of our freedom for all to enjoy. Chairman Quis stated his appreciation for staff working many hours to pull the budget together and said he also appreciated the comments of the individuals who spoke.

CLOSED SESSION Upon motion made by Commissioner Graham, seconded by Commissioner Ritter, the Board voted 5-0 to enter into closed session pursuant to N.C.G.S. 143-318.11(a)(3) to preserve the attorney-client privilege and regarding the case Moore County v. Randy Acres and Soek Yi Phan.

Upon returning to open session at approximately 7:30pm, Commissioner Graham clarified that her motion to enter into closed session was inclusive of two matters, signified by the word "and" in the motion. 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. There was discussion regarding direction to the County Attorney to draft a letter to the Moore County Airport Authority regarding the name of the Airport. The Board determined further discussion with the County Attorney was needed and upon motion made by Commissioner Graham, seconded by Commissioner Gregory, the Board voted 5-0 to enter into closed session pursuant to N.C.G.S. 143-318.11(a)(3). Shortly thereafter, 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. Upon motion made by Commissioner Daeke, seconded by Commissioner Gregory, the Board voted 5-0 to authorize the County Attorney to draft a letter opposing a name change for the Moore County Airport and authorize the Chairman to sign.

ADJOURNMENT There being no further business, upon motion made by Commissioner Graham, seconded by Commissioner Daeke, the Board voted 5-0 to adjourn the June 15, 2021, regular meeting of the Moore County Board of Commissioners at 7:40pm.

Francis R. Quis, Jr., Chairman

Laura M. Williams, Clerk to the Board

MOORE COUNTY BOARD OF COMMISSIONERS THURSDAY, JUNE 17, 2021
SPECIAL MEETING, 10:00 A.M.

The Moore County Board of Commissioners convened for a Special Meeting at 10:00am, Thursday, June 17, 2021, in the Commissioners' Meeting Room of the Historic Courthouse, One Courthouse Square, Carthage, North Carolina.

Commissioners Present:

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

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

Adoption of the FY 22 Budget Ordinance County Manager Wayne Vest briefly reviewed points regarding the recommended FY 22 budget, noting that it prioritized education, public safety, and health and human services. Mr. Vest reviewed in further detail the prioritization of education and noted that Moore County Schools would receive the same funding as allocated in the previous year. He reviewed that in FY 20, there was an additional one-time allocation for the opening of the new McDeeds Creek Elementary School and it was understood that it was only for that fiscal year. Mr. Vest also discussed appropriations for capital for Moore County Schools and noted that education accounted overall for around 45% of the County budget. Mr. Vest discussed a request from the Schools for an additional allocation for classified staff salary increases and he explained that the County and Board of Commissioners did not set the pay scale for State employees, nor did the County establish the local supplement amounts, though the funds were provided by the County. He reviewed that the State was considering a 3% increase for certified staff and a 1% increase for classified staff and said that was part of the problem but it was the State's issue to solve, not the Board of Commissioners. Mr. Vest additionally discussed funding for Moore County Transportation Services and expressed appreciation for citizen Keith Clark and his interest in the program. He said the department would become a standalone department with its own director and indicated staff would be looking at opportunities for routes, etc., but at this time he recommended moving forward with the MCTS budget as he presented. Upon motion made by Commissioner Gregory, seconded by Commissioner Graham, the Board voted 5-0 to adopt the Fiscal Year 2021-2022 County of Moore Budget Ordinance. The Budget Ordinance is hereby incorporated as a part of these minutes by attachment as Appendix A.

Following adoption of the budget, Chairman Quis opened the floor for commissioner comments. Commissioner Gregory expressed appreciation to Mr. Vest and his staff for all of their work in putting the budget together and

said he knew everything was taken into consideration prior to a recommendation being made. Commissioner Gregory noted there were new citizens in Moore County who may not be familiar with the Board's activities in recent years and he emphasized the Board's support and prioritization of education, contrary to comments made in the public hearing at the Board's June 15 meeting. He reviewed that the commissioners had seen a need for facilities and met those needs while keep the tax impact at a minimum. There had been built four new schools and a major renovation/addition was completed for a high school. Funding was secured through Sandhills Center for mental health services for the Schools. Coronavirus Relief Funds were allocated to support the Schools' nutrition programs. Funds were also allocated to digital learning. Support for the Schools had remained steady even while the average daily membership (ADM) decreased. Commissioner Gregory suggested Moore County Schools needed to focus their attention on the State with regard to salary needs and said was also concerned that the classified staff were not being paid at the rate they should be paid.

Commissioner Gregory said the Board had and would continue to do its very best to make sure education remained a priority and the commissioners would do all they possibly could to ensure students received the best education possible. Commissioner Graham concurred with Commissioner Gregory's comments and said the Board had received a few emails since Tuesday's public hearing. She said something that bothered her was the commissioners were

criticized for funding law enforcement, and said the County had good law enforcement. She said education was a priority and they also wanted the kids to be safe. Commissioner Graham said she did not think the County was overfunding the Sheriff's Office. She said she supported law enforcement and would continue to do her vest to support them as long as she sat on the Board.

Commissioner Daeke expressed agreement with comments made. Chairman Quis concurred with comments made by Commissioners Gregory and Graham as well. He noted that appropriations to Moore County Schools were only restricted in that \$750,000 was for digital learning and \$750,000 was for capital. Otherwise, the remainder of the more than \$30M could be spent as Moore County

Schools saw fit. He said the Schools had a very strong general fund and the healthy balance was due in part to funds that were appropriated for this year's budget and not yet spent. Chairman Quis said a growing capital fund was also available to the Schools with over \$14M and also funds from the sale of surplus property should exceed what was estimated. Also, he said Moore County Schools would receive approximately \$25M in COVID funds, though there were some limits on how it could be spent. Chairman Quis said the Board definitely prioritized education in Moore County. He said the population had increased and there was need for additional services throughout the County. He said the commissioners looked forward to continuing to work with the Board of Education in cooperation. Amendment to the Personnel Policy

Human Resources Director Dawn Gilbert presented for the Board's consideration an amended personnel policy to establish "Pandemic Endurance Leave." Upon motion made by Commissioner Graham, seconded by Commissioner Gregory, the Board voted 5-0 to add Section 18 Pandemic Endurance Leave to the County of Moore Personnel Policy in VI. Attendance and Leave and adopt the revised County of Moore Personnel Policy

reflecting this addition effective July 1, 2021. The Section 18 is hereby incorporated as a part of these minutes by attachment as Appendix B. Approval of Position Classification and Pay Plan

Human Resources Director Dawn Gilbert requested the Board's approval of the Position Classification and Pay Plan. Upon motion made by Commissioner Graham, seconded by Commissioner Daeke, the Board voted 5-0 to

adopt the Position Classification and Pay Plan for Moore County effective July 1, 2021. The Plan is hereby incorporated as a part of these minutes by attachment as Appendix C.

Approval of State Pay Plan Human Resources Director Dawn Gilbert requested the Board's approval of the Salary Plan Reporting Form

required by the State. Upon motion made by Commissioner Daeke, seconded by Commissioner Ritter, the Board voted 5-0 to approve the Office State Human Resources Salary Report Form for FY 2021/2022. Amendment to the Purchasing Policy / Uniform Guidance Policy

Purchasing Coordinator Terra Vuncannon requested the Board's approval of revisions to the Purchasing / Uniform Guidance Policies and noted this information had been presented to the Budget Team on April 22 and to the Board on June 1. Upon motion made by Commissioner Daeke, seconded by Commissioner Ritter, the Board voted 5-0 to approve the revision to the Moore County Purchasing Policy and Procedures Manual and the Uniform Guidance Procurement Manual, effective July 1, 2021, and authorize the Chairman to sign pending legal approval.

The amended policies are hereby incorporated as a part of these minutes by attachment as

Appendix D. ADJOURNMENT There being no further business, upon motion made by Commissioner Graham, seconded by Commissioner

Ritter, the Board voted 5-0 to adjourn the June 17, 2021, Special Meeting of the Moore County Board of Commissioners at 10:40am.

Francis R. Quis, Jr., Chairman

Laura M. Williams, Clerk to the Board

Agenda Item:

Meeting Date: July 20, 2021

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Caroline L. Xiong, Finance Director

DATE: July 12, 20201

SUBJECT: NC Forest Service Contract for Fiscal Year 2021-2022

PRESENTER: Caroline L. Xiong, Finance Director

REQUEST:

Approve the attached contract with the NC Forest Service for fiscal year 2021-2022.

BACKGROUND:

The NC Forest Service is a division of the North Carolina Department of Agriculture and Consumer Services. By statute, the NC Forest Service is authorized to control forest fires, protect forests from pests and disease, and develop and improve forested areas. In order to receive these services, each county is required to "contribute at least 25% of the total cost of the forestry program" to operate in the county. (N.C. Gen. Stat. § 106-898).

In fiscal year 2020-2021, the total budget for the NC Forest Service to operate in Moore County was \$444,147. Moore County contributed \$177,659 towards that amount, which was 40% of the total budget. The State of North Carolina budgeted \$266,488, which was 60% of the total budget.

The NC Forest Service is requesting that the County agrees to a continued budget of \$444,147 for fiscal year 2021-2022 and that the County again contributes \$177,659 to the budgeted amount.

IMPLEMENTATION PLAN:

None

FINANCIAL IMPACT STATEMENT:

\$177,659 for forestry services within the County of Moore.

RECOMMENDATION SUMMARY:

Make a motion to approve the attached agreement between the County of Moore and the State of North Carolina Department of Agriculture and Consumer Services and authorize the Chairman to sign the same.

SUPPORTING ATTACHMENTS:

1. Agreement for the Protection, Development, and Improvement of Forest Lands in Moore

County, North Carolina

Agenda Item:

Meeting Date: July 20, 2021

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Caroline L. Xiong, Finance Director

DATE: July 12, 2021

SUBJECT: Approval of Memorandum of Agreement with Moore County Schools,
County of Moore and Sandhills Center

PRESENTER: Caroline L. Xiong, Finance Director

REQUEST:

Request for approval of Memorandum of Agreement with Moore County Schools, County of Moore and Sandhills Center for the Fiscal Year 2021-2022 and to approve the following budget amendment.

BACKGROUND:

In response to the high unmet need for mental/behavioral health care for Moore County Schools' students, the district has envisioned creating a centrally based team of mental/behavioral health practitioners for several years. Thanks to the funding from the Sandhills Center and the support of the County Commissioners, the beginning of this team can now be a reality. A Memorandum of Agreement has been created between all parties through which Sandhills Center would provide funding for one or more licensed school psychologists, school counselors, and/or social workers providing behavioral/mental health services to Moore County Schools students; to cover travel expenses, professional liability insurance, purchase/lease computer equipment and provide training for such professionals. The total annual funding from Sandhills Center to MCS was \$250,000 in FY2021, and it would be \$250,000 for FY2022.

IMPLEMENTATION PLAN:

None

FINANCIAL IMPACT STATEMENT:

Utilizes funding from the Sandhills Center.

RECOMMENDATION SUMMARY:

1. Make a motion to approve the Memorandum of Agreement with Moore County Schools, County of Moore and Sandhills Center for the Fiscal Year 2021-2022.

2. Make a motion to approve the following budget amendment.

SUPPORTING ATTACHMENTS:

Memorandum of Agreement– PDF document

Budget Amendment

Fiscal Year 2021/2022

Budget Line Item

Number

Budgeted

Amount Increase/ Revised

(Decrease) Budget

Revenue 10018000 30457 Sandhills Center BHI Grant -	250,000	250,000
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Expense 10034096 56301 Sandhills Center BHI Grant -	250,000	250,000
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Approved this _____ day of _____, 2021

Frank Quis

Moore County Board of Commissioners

Laura Williams

Clerk to the Board

10472

Finance - Sandhills Center - Behavior Health Intervention (BHI)

MEMORANDUM OF AGREEMENT This Memorandum of Agreement ("Agreement") is made and entered into this the 20th day of July,

2021, by and between Sandhills Center, a Local Management Entity/Managed Care Organization, with corporate offices at 1120 Seven Lakes Drive, West End, North Carolina; the County of Moore, a body corporate and unit of local government organized and existing under the laws of North Carolina with corporate offices at 1 Courthouse Square, Carthage, North Carolina; and the Moore County Board of Education, a body corporate and unit of local government organized and existing under the laws of North Carolina with corporate offices at 5277 Highway 15-501 South, Carthage, North Carolina. The term of this contract will be July 1, 2021 – June 30, 2022. WHEREAS, Sandhills Center is a Local Management Entity/Managed Care Organization (LME/MCO), as that term is defined in N.C. Gen. Stat. § 122C-3 (20c), that manages certain publicly-funded behavioral/mental health benefits across its service areas in North Carolina, including Moore County; and WHEREAS, the County of Moore is a unit of local government with general oversight and authority under N.C. Gen. Stat. § 153A-77 over commissions, boards, and agencies of county government, including the local board of health; social services board; and area mental health, developmental disabilities, and substance abuse board; and WHEREAS, the Moore County Board of Education is a unit of local government with general oversight and authority under N.C. Gen. Stat. § 115C-40 over matters pertaining to the public schools within the Moore County Schools administrative unit; and

WHEREAS, the parties mutually desire to promote behavioral/mental health services for students enrolled in the Moore County Schools to extent feasible within available funding; and WHEREAS, Sandhills Center desires to disburse to Moore County funds in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) to support behavioral/mental health services for the citizens of Moore County; and WHEREAS, the County of Moore desires to disburse said funds to the Moore County Board of Education to promote the provision of behavioral/mental health services for students enrolled in the Moore County Schools; and WHEREAS, the Moore County Board of Education desires to accept said funds and to use them for their intended purpose;

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement and for the purposes stated herein, the parties hereby agree as follows: 1. Sandhills Center will reimburse the County of Moore for up to Two Hundred Fifty Thousand Dollars (\$250,000.00) in expenditures to support behavioral/mental health services for the citizens of Moore County. Said funds will be paid on a monthly basis in response to itemized invoices from the County of Moore or appropriate County staff up to the aggregate overall limit of Two Hundred Fifty Thousand Dollars (\$250,000.00); and

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21-0315

2. The County of Moore will reimburse the Moore County Board of Education for up to Two Hundred Fifty Thousand Dollars (\$250,000.00) in expenditures to the Moore County Board of Education to support the provision of behavioral/mental health services for students enrolled in the Moore County Schools. Said funds will be paid on a monthly basis in response to itemized invoices from the Moore County Board of Education or appropriate school system staff up to the aggregate overall limit of Two Hundred Fifty Thousand Dollars (\$250,000.00); and

3. By its approval of this Agreement, the Moore County Board of Education directs its Superintendent and central office administration to apply the funds received from Moore County pursuant to paragraph 2, above, exclusively for the provision of behavioral/mental health services for students enrolled in the Moore County Schools. In particular, the Superintendent and staff are authorized to apply said funds to cover all or part of the salaries of one or more licensed school psychologists, school counselors, and/or social workers providing behavioral/mental health services to Moore County Schools students; to cover reasonable travel expenses and obtain professional liability insurance for such professionals; to purchase or lease appropriate computer equipment for such professionals; and/or to provide for appropriate training for such professionals. IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date indicated below.

SANDHILLS CENTER COUNTY OF MOORE _____

Victoria Whitt Francis R. Quis, Jr., Chairman

Chief Executive Officer Board of Commissioners

MOORE COUNTY BOARD OF EDUCATION ATTEST: _____

_____ Elizabeth Carter, Chair 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. _____ Moore County Finance Officer

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Certificate Of Completion

Envelope Id: AD568B8EE5FF49A4A69C728B9C24ACA0 Status: Sent

Subject: Please DocuSign: 6-30-21 MOA - Sandhills - Schools FY22.docx

Source Envelope:

Document Pages: 2 Signatures: 3 Envelope Originator:

Certificate Pages: 6 Initials: 0 Cheryl Zielsdorf

AutoNav: Enabled

Envelopeld Stamping: Enabled

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

czyielsdorf@moorecountync.gov

IP Address: 184.2.42.2

Record Tracking

Status: Original

7/1/2021 11:53:46 AM

Holder: Cheryl Zielsdorf

czyielsdorf@moorecountync.gov

Location: DocuSign

Signer Events Signature Timestamp

Caroline Xiong

cxiong@moorecountync.gov

Security Level: Email, Account Authentication

(None)

Completed

Using IP Address: 184.2.42.2

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Viewed: 7/1/2021 1:04:02 PM

Signed: 7/2/2021 10:04:23 AM

Electronic Record and Signature Disclosure:

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

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

Victoria Whitt

victoriw@sandhillscenter.org

Security Level: Email, Account Authentication

(None)

Signature Adoption: Pre-selected Style

Using IP Address: 173.92.105.172

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Viewed: 7/2/2021 11:08:21 AM

Signed: 7/2/2021 11:08:48 AM

Electronic Record and Signature Disclosure:

Accepted: 7/2/2021 11:08:21 AM

ID: a7aca5be-2d5d-4200-b3fd-851bed918bd7

Elizabeth Carter

Libby.Carter@ncmcs.org

Security Level: Email, Account Authentication

(None)

Signature Adoption: Pre-selected Style

Using IP Address: 65.191.250.198

Sent: 7/2/2021 11:08:49 AM

Viewed: 7/5/2021 8:26:55 AM

Signed: 7/8/2021 12:20:15 PM

Electronic Record and Signature Disclosure:

Accepted: 7/5/2021 8:26:55 AM

ID: 44c815da-8028-4c5a-b07b-f046854d52f2

Caroline Xiong

cxiong@moorecountync.gov

Security Level: Email, Account Authentication

(None)

Signature Adoption: Pre-selected Style

Using IP Address: 174.193.16.140

Signed using mobile

Sent: 7/8/2021 5:14:49 PM

Viewed: 7/8/2021 6:28:18 PM

Signed: 7/8/2021 6:28:32 PM

Electronic Record and Signature Disclosure:

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

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

Signer Events Signature Timestamp

Laura Williams

clerktoboard@moorecountync.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events Signature Timestamp

In Person Signing Host:

Laura Williams

clerktoboard@moorecountync.gov

In Person Signer:

Francis R. Quis, Jr., Chairman

Security Level: In Person

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Deputy Finance Officer

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

Vista®; Mac OS® X

Browsers: Final release versions of Internet Explorer® 6.0

or above (Windows only); Mozilla Firefox 2.0

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

above (Mac only)

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

Screen Resolution: 800 x 600 minimum

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FY 21-22 Cost Allocation Plan Approval

Agenda Item: _____ Meeting Date: July 20th, 2021 MEMORANDUM TO THE BOARD OF COMMISSIONERS FROM: Debra Ensminger Planning & Transportation Director DATE: June 15, 2021 SUBJECT: Approval of Cost Allocation Plan for Moore County's Community Development Division PRESENTER: Debra Ensminger

REQUEST:

Request the Board of County Commissioners approve the Cost Allocation Plan for Moore County's Community Development Division. BACKGROUND:

The Cost Allocation Plan is a requirement due to the County being a recipient of grant funds.

The purpose of the Plan is to forecast reimbursable grant expenses for the upcoming budget year. The Cost Allocation Plan has been reviewed and approved by the Internal Auditor.

IMPLEMENTATION PLAN: The Cost Allocation Plan will be utilized as a guide in reimbursement costs of salary, benefits, and training for staff employed during the implementation of programs identified in the Plan.

FINANCIAL IMPACT STATEMENT:

The Cost Allocation Plan will have no fiscal impact; its purpose is to forecast grant reimbursable costs.

RECOMMENDATION SUMMARY:

Make a motion to approve the Cost Allocation Plan for Moore County's Community Development Division as presented in the agenda packet. SUPPORTING ATTACHMENTS: Cost Allocation Plan

COST ALLOCATION PLAN

Moore County

PURPOSE

The purpose of this cost allocation plan is to summarize, in writing, the methods and procedures that the Community Development division of the Moore County Planning & Transportation Department (henceforth, Moore County Community Development) will use to allocate costs to various programs, grants, contracts and agreements.

This Cost Allocation Plan is based on the Indirect Allocation method described in OMB Circular A-87. Indirect costs are those that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective.

GENERAL APPROACH

The general approach of Moore County Community Development in allocating costs to particular grants and contracts is as follows:

- A. All allowable direct costs are charged directly to programs, grants, activity, etc.
- B. All other allowable fundraising and administrative costs (costs that benefit all programs and cannot be identified to a specific program) are allocated to programs, grants, etc. using the direct salary allocation method.

ALLOCATION OF COSTS

The following information summarizes the procedures that will be used by Moore County Community Development beginning July 1, 2021, through June 30, 2022:

A. Compensation for Personnel Services – Documented with timesheets showing tasks performed by employees whose salaries are reimbursed through grants and allocated based on time spent on each program or grant. Salaries and wages are charged directly to the program for which work has been done. Timesheets are submitted to Finance for reimbursement from program accounts within 60 days after the completion of the salary month.

1. Fringe benefits include FICA and Medicare which are allocated in the same manner as salaries and wages. At this time health insurance, dental insurance, life & disability, and other fringe benefits are not included.

2. Vacation, holiday, and sick pay are allocated in the same manner as salaries and wages.

Moore County Community Development has one full time Housing Rehab Program Coordinator; approximately 50% of this salary may be accounted for and reimbursed under grants and or programs as follows:

GRANT/ PROGRAM HOURLY RATE HOURS COUNTY FICA AMOUNT ALLOCATED

CD Resource \$25.5123 237 x 1.0765 \$6,508.97

TOTAL \$25.5123 237 x 1.0765 \$6,508.97

CD Resource is past program support received from previous grant programs

B. Travel Costs – Allocated based on purpose of travel. All travel costs (local and out-of-town) are charged directly to the program for which the travel was incurred.

C. Professional Services Costs (such as consultants, accounting, and auditing services) – Allocated to the program benefiting from the services. All professional service costs are charged directly to the program for which the service was incurred.

D. Office Expense and Supplies (including office supplies and postage) – Allocated based on usage. Expenses used for a specific program will be charged directly to that program. Postage expenses are charged directly to programs to the extent possible.

E. Printing (includes supplies, maintenance, and repair) – Expenses are charged directly to programs that benefit from the services.

F. Training/Conferences/Seminars – Allocated to the program benefiting from the training, conferences, or seminars. Cost that benefit more than one program will be allocated to those programs on a per training basis. In other words, the entire cost from a single training (conference fee, hotel, mileage, MI&E) will be allocated to one single grant. While cost of the trainings may differ, the total number of trainings will be allocated among all grants.

The training cost listed below are incurred annually for training conferences by the Professional Housing Rehab Association of North Carolina (PHRANC) and the North Carolina Community Development Association (NCCDA). Total cost of training reflects the possibility of sending one staff member to one training conferences this fiscal year.

GRANT # TRAININGS AMOUNT ALLOCATED PER STAFF

CD Resource 1 \$1,000 TOTAL 1 \$1,000 (all staff, all training)

CD Resource is past program support received from previous grant programs

Essential Single Family Rehab Loan Pool Program 2020 Cycle Disclosure of Conflict of Interest

Agenda Item: Meeting Date: July 20, 2021

MEMORANDUM TO BOARD OF COMMISSIONERS: FROM: Debra Ensminger

DATE: June 14, 2021

SUBJECT: Essential Single Family Rehab Loan Pool Program 2020 Cycle – Public Disclosure of Potential Conflict of Interest

PRESENTER: Debra Ensminger Planning & Transportation Director

REQUEST: Request the Moore County Board of County Commissioners to approve the attached RESOLUTION determining that there is no apparent conflict of interest of a County of Moore employee receiving rehabilitation assistance under the Essential Single Family Rehab Loan Pool Program 2020 Cycle .

BACKGROUND: Moore County Community Development division received funding from the North Carolina Housing Finance Agency under the 2020 Cycle of the Essential Single Family Rehab Loan Pool Program.

This program provides funds to assist with the rehabilitation of moderately deteriorated homes that are owned and occupied by lower income, special need households. On June 16, 2020, the Moore County Board of County Commissioners approved the programs' Assistance Policy outlining all criteria of eligibility.

A County of Moore employee has applied for assistance and meets the qualifications to receive assistance from the 2020 Essential Single Family Rehab Loan Pool Program. Therefore, Moore County is required to make a public disclosure before the Moore County Board of County Commissioners and receive written permission from North Carolina Housing Finance Agency to

determine eligibility. This item has been reviewed by the Moore County Attorney's Office and it was determined that

no conflict of interest exists. IMPLEMENTATION PLAN: Upon disclosure before the Moore County Board of Commissioners that a Conflict of Interest does not exist, staff will forward for final determination to North Carolina Housing Finance Agency. FINANCIAL IMPACT STATEMENT:

If determined by North Carolina Housing Finance Agency that a Conflict of Interest indeed does not exist, the project will be considered to receive assistance.

RECOMMENDATION SUMMARY: Make a motion to approve and execute the attached RESOLUTION and authorize staff to forward to

North Carolina Housing Finance Agency for determination.

SUPPORTING ATTACHMENTS: Essential Single Family Rehab Loan Pool Program Assistance Policy
RESOLUTION

RESOLUTION

WHEREAS, the Conflicts of Interest section of the Moore County Assistance Policy for the 2020 Cycle of the Essential Single-Family Rehabilitation Loan Pool states the following: No employee or board member of Moore County, or entity contracting with Moore County, who exercises any functions or responsibilities with respect to the ESFRLP [Essential Single Family Rehab Loan Pool] project shall have any interest, direct or indirect, in any contract or subcontract for work to be performed with project funding, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. Relatives of Moore County employees or of Moore County board members and others closely identified with, may be approved for rehabilitation assistance only upon public disclosure before the Moore County Board of Commissioners and written permission from NCHFA [North Carolina Housing Finance Agency].

WHEREAS, Moore County Community Development staff received a Request for Assistance under the Essential Single Family Rehab Loan Pool Program 2020 Cycle. The homeowner requesting to be served under the program is employed by Moore County Solid Waste as a Compactor Operator located at one of the Solid Waste dump sites.

WHEREAS, the homeowner is employed with Moore County as a resource employee working minimal hours and cannot work any more than 19 hours per week.

WHEREAS, the homeowner has never worked with the Moore County Community Development Division.

WHEREAS, the homeowner requesting services is not related to any staff member within the Moore County Community Development Division or with anyone involved in the selection process.

WHEREAS, the homeowner has had no improper conversations and/or interactions with any staff involved with the decision of the program nor does his/her current employment with Moore County have any impact on the selection process.

WHEREAS, the homeowner requesting services has not influenced or attempted to influence the outcome in this matter.

WHEREAS, the Moore County employee does not exercise functions or responsibilities with respect to the program and the homeowner has no dealings with the Essential Single Family Rehab Loan Pool Program that would result in a conflict of interest to disqualify him/her from receiving services under this program.

WHEREAS, the homeowner meets all program criteria as outlined in the Essential Single Family Rehab Loan Pool Program 2020 Cycle.

WHEREAS, there has been a public disclosure of the potential conflict.

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

That there is no apparent conflict of interest for the County of Moore employee.

That the County of Moore employee is eligible to receive rehabilitation assistance under the Essential Single Family Rehab Loan Pool Program 2020 Cycle.

That this Resolution shall take effect immediately upon its adoption. Adopted, this the _____ day of _____, 2021.

Frank Quis, Chair

Moore County Board of Commissioners

Attest: _____

Laura Williams, Clerk to the Board

Agenda Item: Meeting Date: July 20, 2021

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Sonia Biggs

Moore County Transportation Services Manager DATE: June 21, 2021

SUBJECT: Moore County Transportation Services Title VI Plan Update PRESENTER: Debra Ensminger Planning & Transportation Director

REQUEST: Request the Board of County Commissioners approve the updated Title VI Plan for Moore County Transportation Services. The Title VI Plan is a requirement of the North Carolina Department of Transportation (NCDOT) and has been reviewed by the NCDOT and the County of Moore Attorney Office.

BACKGROUND: In accordance with DOT Order 1050.2A, the County of Moore, Moore County Transportation Services must assure the North Carolina Department of Transportation (NCDOT) that no person shall, on the ground of race, color, national origin, sex, creed (religion), age, or disability, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and related nondiscrimination authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any program or activity undertaken by the County of Moore, Moore County Transportation Services. The previous Moore County Title VI Plan was approved in 2018 and updates are performed on an as needed basis.

IMPLEMENTATION PLAN: Upon approval of the Title VI Plan, Moore County Transportation Services will continue to abide by the applicable Title VI laws and will perform all administrative updates as described by the plan.

FINANCIAL IMPACT STATEMENT: None RECOMMENDATION SUMMARY: Make a motion to approve the updated Moore County Transportation Services Title VI Plan and authorize the Chairman to execute the document. SUPPORTING ATTACHMENTS: Updated Moore County Transportation Services Title VI Plan.

Moore County
Transportation Services

Name

Title VI Program Plan
nondiscrimination

LEP

buses

1964

transit

equality

civil rights

EJ race gender

disability

rights

fair

Title VI MPO

national origin

age

Date Adopted

07/20/2021

public participation

equal opportunity

light rail

color

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PLAN REVIEW AND APPROVAL

On behalf of the Board of Commissioners for the County of Moore/Moore County Transportation Services (MCTS), I hereby acknowledge receipt of the Title VI Nondiscrimination Plan. We, the Board of Commissioners, have reviewed and hereby approve this Plan. We are committed to ensuring that all decisions are made in accordance with the nondiscrimination guidelines of this Plan, to the end the no person is excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under any Moore County Transportation Services and activities on the basis of race, color, national origin, sex, age, creed, or disability, as protected by Title VI of the Civil Rights Act of 1964 and the nondiscrimination provisions of the Federal Transit Administration.

Signature of Authorizing Official DATE

Table of Contents

Title VI Nondiscrimination Agreement

.....	5
1.0 Introduction	6
.....	
2.0 Description of Programs and Services	6
.....	
2.1 Programs and Services Administered	
2.21 Funding Sources / Tables	9
.....	
2.32 Decision-Making Process	9
.....	
2.43 Title VI Coordinator	10
.....	
2.54 Change of Title VI Coordinator and/or Head of Decision-making Body	10
.....	
2.65 Organizational Chart	10
.....	
2.76 Subrecipients	10
.....	
3.0 Title VI Nondiscrimination Policy Statement	11
.....	
4.0 Notice of Nondiscrimination	12
.....	
5.0 Procedures to Ensure Nondiscriminatory Administration of Programs and Services	13
.....	
6.0 Contract Administration	13
.....	
6.1 Contract Language	14
.....	
6.2 Nondiscrimination Notice to Prospective Bidders	15
.....	
7.0 External Discrimination Complaint Procedures	16
.....	
Discrimination Complaint Form	18
.....	
Discrimination Complaints Log	20
.....	
Investigative Guidance	21
.....	
SAMPLE Investigative Report Template	22
.....	
8.0 Service Area Population Characteristics	

.....	23
8.1 Race and Ethnicity	
.....	23
8.2 Age & Sex	
.....	23
8.3 Disability	
.....	24
8.4 Poverty	
.....	24
8.5 Household Income	
.....	25
8.6 Limited English Proficiency Populations	
.....	26
8.7 Population Locations	
.....	26
9.0 Title VI Equity Analyses (and Environmental Justice Assessments)	
.....	26
10.0 Public Involvement	
.....	27
10.1 Introduction	
.....	27
10.2 Public Notification	
.....	27
10.3 Dissemination of Information	
.....	27
10.4 Meetings and Outreach	
.....	27
10.5 Limited English Proficiency	
.....	29
10.6 Demographic Requests	
.....	32

10.7 Key Community Contacts 33

10.8 Summary of Outreach Efforts Since the Last Title VI Program Submission 33

11.0 Staff Training 33

12.0 Nonelected Boards and Committees – By Race and Gender 34

13.0 Record-Keeping and Reports 34

Appendices 35

Appendix A – Applicable Nondiscrimination Authorities

Appendix B – Organizational Chart

Appendix C– Annual Education and Acknowledgement Form

Appendix D- NCDOT's Transit Review Checklist

Appendix E-Demographic Request Form

TITLE VI NONDISCRIMINATION AGREEMENT
 BETWEEN
 THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
 AND
 COUNTY OF MOORE/MOORE COUNTY TRANSPORTATION SERVICES

In accordance with DOT Order 1050.2A, the County of Moore/Moore County Transportation Services assures the North Carolina

Department of Transportation (NCDOT) that no person shall, on the ground of race, color, national origin, sex, creed (religion), age, or disability, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and

related nondiscrimination authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to

discrimination or retaliation under any program or activity undertaken by the County of Moore/Moore County Transportation Services.

Further, the County of Moore/Moore County Transportation Services hereby agrees to:

1. Designate a Title VI Coordinator that has a responsible position within the organization and easy access to the Chairman of the Board of Commissioners of the organization.
2. Issue a policy statement, signed by the Chairman of the Board of Commissioners of the organization, which expresses a commitment to the nondiscrimination provisions of Title VI and related applicable statutes. The signed policy statement shall be posted and circulated throughout the organization and to the general public, and published where appropriate in languages other than English. The policy statement will be re-signed when there is a change of Chairman of the Board of Commissioners.
3. Insert the clauses of the contract language from Section 6.1 in every contract awarded by the organization. Ensure that every contract awarded by the organization's contractors or consultants also includes the contract language.
4. Process all and, when required, investigate complaints of discrimination consistent with the procedures contained within this Plan. Log all complaints for the administrative record.
5. Collect statistical data (race, color, national origin, sex, age, disability) on participants in, and beneficiaries of, programs and activities carried out by the organization.
6. Participate in training offered on Title VI and other nondiscrimination requirements. Conduct or request training for employees or the organization's subrecipients.
7. Take affirmative action, if reviewed or investigated by NCDOT, to correct any deficiencies found within a reasonable time period, not to exceed 90 calendar days, unless reasonable provisions are granted by NCDOT.
8. Document all Title VI nondiscrimination-related activities as evidence of compliance. Submit information and reports to NCDOT on a schedule outlined by NCDOT.

THIS AGREEMENT is given in consideration of, and for the purpose of obtaining, any and all federal funds, grants, loans, contracts, properties, discounts or other federal financial assistance under all programs and activities and is binding.

Authorized Signature

Date

Catherine Graham Frank Quis
Board of Commissioners Chair

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1.0 INTRODUCTION

Title VI of the 1964 Civil Rights Act, 42 U.S.C. 2000d provides that: “No person in the United States shall, on the ground

of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” The broader application of nondiscrimination law is found in other statutes, executive orders, and regulations, which provide additional protections

based on age, sex, creed, creed, and disability, including the 1987 Civil Rights Restoration Act, which extended nondiscrimination coverage to all programs and activities of federal-aid recipients, subrecipients, and contractors, including those that are not federally-funded (see Appendix A – Applicable Nondiscrimination Authorities).

Moore County Transportation Services is a recipient of Federal financial assistance from the North Carolina Department

of Transportation (NCDOT) and the United States Department of Transportation (USDOT), receiving Federal Transit Administration (FTA) funds through the NCDOT. As the primary recipient of USDOT funds in North Carolina, the NCDOT’s comprehensive Title VI Nondiscrimination Program includes compliance oversight and technical assistance

responsibilities towards its subrecipients and those subrecipients must use federal and state funds in a nondiscriminatory manner.

Moore County Transportation Services establishes this Title VI Nondiscrimination Plan for the purpose of complying with

Title VI of the Civil Rights Act of 1964, as required by FTA Circular 4702.1B, and related requirements outlined under Group 01.D, “Nondiscrimination Assurance,” of the FTA Certifications and Assurances. This document details the nondiscrimination program, policies, and practices administered by this organization, and will be updated periodically to

incorporate changes and additional responsibilities as they are made.

2.0 DESCRIPTION OF PROGRAMS AND SERVICES

• 2.1 PROGRAMS AND SERVICES ADMINISTERED DESCRIPTION OF SERVICES

All Moore County Transportation Services are non-emergency and provide the following types of transportation to all Moore County residences:

- Non-Emergency - all transportation services provided by MCTS are non-emergency transportation services.
- Demand response - when passengers request a single ride from one specific location to another specific location at a set time.
- Deviated fixed route - a fixed route with minor deviations for pick-ups and drop offs (A-Pines Line).

Requests for service must be scheduled at least 48 hours (two business days) in advance. Passengers are permitted two one wayone-way trips per day with exception to the deviated fixed route service.

Driver Sservice hoursis provided are Monday through Friday, between the hours of 6:00 3:30 am and 6:00 6:30 pm. Subscription appointment services are provided Monday through Friday between the hours of 5:00 am and 5:00 pm. All demand response appointment services are provided Monday through Friday between the hours of 8:00 am and 3:00 pm for in-county trips and between the hours of 9:00 am and 11:00 am for out of county Officetrips. Office

hours are between the hours of 87:030 am and 56:00 pm.

When in operation, Tthe deviated fixed route, the “A-Pines” Line, operates between the hours of 7:00 am and 5:30 pm, Monday through Friday. The route will deviate for clients located within a one mileone-mile radius from the designated stops.

- HOLIDAYS

Moore County Transportation Services is closed on holidays observed by the County of Moore. These designated holidays include;

New Year’s Day

Martin Luther King Jr. Day

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Easter Friday Memorial Day

Fourth of July

Labor Day Veterans Day

Thanksgiving

Friday after Thanksgiving Day Christmas (see schedule below)

When a holiday other than Christmas is on a Saturday, the preceding Friday shall be observed as a holiday. When a holiday other than Christmas is on a Sunday, the following Monday shall be observed as a holiday.

The County observes the following schedule regarding Christmas Day. When Christmas Day falls on the days noted in the table below, then the following days are observed as vacation:

Sunday Friday, Monday and Tuesday

Monday Monday, Tuesday and Wednesday

Tuesday Monday, Tuesday and Wednesday

Wednesday Tuesday, Wednesday and Thursday

Thursday Wednesday, Thursday and Friday

Friday Thursday, Friday and Saturday

Saturday Thursday, Friday and Saturday

• OUT-OF-COUNTY SCHEDULE

Out-of-County appointments must be made between the hours of 9:00 am and 11:00 am only.

The Moore County Transportation Services Out-Of-County schedule is as follows;

Day Area

Monday Fayetteville, Raeford, Sanford, Troy, and Biscoe

Tuesday No out of County trips

Wednesday Sanford

Thursday Chapel Hill, Durham, and Raleigh

Friday No out of County trips

MCTS vans are required to depart by 3:00pm from Chapel Hill/Durham and Fayetteville area(s).

• NON-EMERGENCY OR MEDICAL RELATED TRIPS

All transportation services provided by MCTS are non-emergency. Passengers scheduled for appointments will not be transported by MCTS if any of the following symptoms are evident:

o Chest pains

o Shortness of breath

o Severe nausea

o Vomiting or diarrhea

o Abdominal pain

o Labor pain

If the MCTS driver finds the passenger in distress upon arrival, the driver will recommend the passenger be transported to the hospital by Emergency Medical Services (EMS).

If a passenger becomes ill during transport the driver will call 911. The driver, in their discretion, will either drive directly to the nearest hospital emergency room or stop and wait for EMS to arrive.

Patients scheduled for appointments will not be transported by the transportation system if the following symptoms are evident:

If the Driver finds the patient in distress upon arriving at the patient's home, the driver will recommend transport to the county hospital by emergency services (EMS).

If a patient becomes ill during transport by a system vehicle, the Driver will call the agency dispatcher by radio, and the dispatcher will call 911 to determine the most appropriate action to be taken.

Moore County Transportation Services provides transportation to Medical, Employment, and Education related trips for

Moore County citizens with a small fee.

- o In County Trips= \$4 dollars each way

- o Out of County Trips to Biscoe, Fayetteville, Raeford, Sanford and Troy= \$7 dollars each way**

- o Out of County Trips to Chapel Hill, Durham, and Raleigh= \$10 dollars each way**

**Trips only provided on select weekdays. Please refer to policy and procedures for designated times.

- RESERVATIONS

MCTS must be notified of scheduled appointments no later than two business days (48 hours) before an appointment.

Requests for service can only be met if all the following conditions are met: • Moore County Transportation has available resources to meet the need.

- Space is available on an existing route.
- An efficient cost and effective route can be developed.

It is the passenger's or agencies responsibility to know and furnish MCTS with the doctor's name and the medical building (physical address) to where they are being transported.

Drivers are not permitted to sign passengers in or out of scheduled appointments.

All MCTS passengers will be ready approximately one and a half (1.5) hours prior to their scheduled appointment time.

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Demand Response appointments must be scheduled between 8:00am and 3:00 pm for in-county trips and between 9:00 am and 11:00 am for out of county trips.

Drivers wait five (5) minutes for passengers, if the client does not board the vehicle within 5 the passenger will be marked as a NO SHOW unless otherwise instructed by MCTS office.

Passengers should wait at a main entrance or curbside if they are physically or mentally capable and weather permitting. EXCEPTION: While transportation services are required to be scheduled no less than 48 hours two business days in

advance, if an organization within Moore County, which has not entered into a contract with the County for transportation services, experiences extenuating circumstances, the Director of MCTS or his/her designee, in his/her sole discretion, may approve transportation services to clients of that organization within the 48-hour window two business days. In such an event, MCTS will inform the requesting organization of the following:

1. The request must be approved by the Director of MCTS or their designee;
2. If approved, the requested services will be added to the schedule; however, to the extent possible, the assistance will not interfere with the scheduled operations of MCTS;
3. The organization will identify its clients to be transported, the locations for transportation services to be provided, preferred pick up times, and whether an aide/escort will be accompanying any of the clients. (See Section 8, Passenger Aide/Escort).
4. All trips are limited to in-county services only. No out of county trips will be provided;
5. The transportation services will be invoiced at the then current rate for Non-Client Transport Fee, as provided under the County's Fee Schedule for Transportation Services;
6. The organization will be responsible for payment for transportation services provided by MCTS; and any outstanding debts may result in the denial of future requests until payment is made in full.

• CANCELLATIONS

Cancellations must be received by MCTS at least 24 hours before a passengers requested appointment time to avoid a No-Show charge.

Drivers are not allowed to accept cancellation requests at any time.

• MOORE COUNTY TRANSPORTATION SERVICES STAFF

2.1 2.2 FUNDING SOURCES / TABLES

For the purpose of federally-assistedfederally assisted programs, "federal assistance" shall include:

1. grants and loans of Federal funds;
2. the grant or donation of Federal property and interest in property;
3. the detail of Federal personnel;
4. the sale and lease of, and the permission to use (on other than a casual or transient basis), Federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale or lease to the recipient; and
5. any Federal agreement, arrangement, or other contract which has, as one of its purposes, the provision of assistance.

Each FTA Formula Grant received by our system during the past year, and whether the funds were received through

NCDOT or directly from FTA, is checked below. Additional details are provided on how often each of the grants is received (annually, first time, etc.) and the amount.

Grant Title NCDOT FTA Details

(i.e., purpose, frequency, and duration of receipt)

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5310 (Transportation for Elderly Persons and
Persons with Disabilities)

5311 (Formula Grants for Other than
Urbanized Areas) Annually

5311 (b)(3) (Rural Transit Assistance)

Other: ROAP Annually

- MOORE COUNTY TRANSPORTATION SERVICES STAFF
- Transportation Director
- Transportation Manager
- Transportation Fleet & Route Coordinator
- Transportation Office Coordinator • 9 Full Time Drivers and 2 Part Time Drivers

2.2 2.3 DECISION-MAKING PROCESS

• The Moore County Board of Commissioners (BOC) is the governing board for Moore County Transportation Services and makes the final decisions on adopting program documents. The five members on the board vote at one of the one or two monthly meetings on the first Tuesday or Third Tuesday of the month. Permission is granted to be on the agenda. Various Plans/Policies/documents are required to be adopted by the Board of Commissioners. Moore County Transportation Services Local Coordinated Plan (LCP) must be approved every four years, the Substance Abuse Policy (amended as needed), System Safety Program Plan (SSPP) yearly, Title VI Plan amended as needed or every 3 years. The Board of Commissioners approves by vote. A Resolution granting permission for Moore County Transportation Services to apply and receive the annual CTP funds must be passed by the BOC.

• Any documents that do not need the commissioners' approval will be brought before the Moore County Transportation Services Advisory Board (TAB) at a quarterly meeting held on the third Wednesday/Thursday at 3pm. Members of the Advisory Board are appointed by the Board of Commissioners and serve a three yearthree-year term. The Board of Commissioners and TAB must approve any rate changes.

•

Board or Committee Name Appointed Elected # of Members

Board of Commissioners 5

Transit Advisory Board 12

2.8 2.4 TITLE VI COORDINATOR

The individual below has been designated as the Title VI Coordinator for Moore County Transportation Services, and is empowered with sufficient authority and responsibility to implement the Title VI Nondiscrimination Program:

Sonia Biggs

Transportation Manager

1048 Carriage Oaks Drive 302 Monroe St; Carthage, NC 28327

Phone: 910-947-3389

Email: sbiggs@moorecountync.gov

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Key responsibilities of the Coordinator include:

- Maintaining knowledge of Title VI and related requirements.
- Attending civil rights training when offered by NCDOT or any other regulatory agency.
- Administering the Title VI Nondiscrimination Program and coordinating implementation of this Plan.
- Making sure internal staff and officials are familiarized and complying with their Title VI nondiscrimination obligations.
- Disseminating Title VI information internally and to the general public, including in languages other than English.
- Presenting Title VI-related information to decision-making bodies for input and approval.
- Ensuring Title VI-related posters are prominently and publicly displayed.
- Developing a process to collect data related to race, national origin, sex, age, and disability to ensure minority, low-income, and other underserved groups are included and not discriminated against.
- Ensuring that non-elected boards and committees reflect the service area and minorities are represented.
- Implementing procedures for prompt processing (receiving, logging, investigating and/or forwarding) of discrimination complaints.
- Coordinating with, and providing information to, NCDOT and other regulatory agencies during compliance reviews or complaint investigations.
- Promptly resolving areas of deficiency to ensure compliance with Title VI nondiscrimination requirements.

2.9 2.5 CHANGE OF TITLE VI COORDINATOR AND/OR CHAIR-BOARD OF COMMISSIONERS

If Title VI Coordinator or Chair-Board of Commissioners changes, this document and all other documents that name the Coordinator, will immediately be updated, and an updated policy statement and assurance will be signed by the new Board of Commissioners Chair.

2.10 2.6 ORGANIZATIONAL CHART

An organizational chart showing the Title VI Coordinator's place within the organization is located in Appendix B.

2.11 2.7 SUBRECIPIENTS

Moore County Transportation Services does not pass-through funds to any other organizations and, therefore, does not have any subrecipients.

3.0 TITLE VI NONDISCRIMINATION POLICY STATEMENT

It is the policy of Moore County Transportation Services (MCTS), as a federal-aid recipient, to ensure that no person shall, on the ground of race, color, national origin, sex, creed (religion), age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of our programs and activities, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, and all other related nondiscrimination laws and requirements.

Signature

Type Name, Title of Responsible Official

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Date

Title VI and Related Authorities

Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d) provides that, “No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.” The 1987 Civil Rights Restoration Act (P.L. 100-259) clarified and restored the original intent of Title VI by expanding the definition of “programs and activities” to include all programs and activities of federal-aid recipients (such as, Moore County Transportation Services), subrecipients, and contractors, whether such programs and activities are federally - assisted or not.

Related nondiscrimination authorities include, but are not limited to: U.S. DOT regulation, 49 CFR part 21, “Nondiscrimination in Federally-assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act”; 49 U.S.C. 5332, “Nondiscrimination (Public Transportation)”; FTA Circular 4702.1B - Title VI Requirements and Guidelines for Federal Transit Administration Recipients; DOT Order 5610.2a, “Actions to Address Environmental Justice in Minority Populations and Low-Income Populations”; FTA C 4703.1 - Environmental Justice Policy Guidance For Federal Transit Administration Recipients; Policy Guidance Concerning (DOT) Recipient's Responsibilities to Limited English Proficient (LEP) Persons, 74 FR 74087; The Americans with Disabilities Act of 1990, as amended, P.L. 101-336; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 790; Age Discrimination Act of 1975, as amended 42 U.S.C. 6101; Title IX of the Education Amendments of 1972, 20 U.S.C. 1681; Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601; Section 508 of the Rehabilitation Act of 1973, 29 U.S.C. 794d.

Implementation

- This statement will be signed by the head of Moore County Transportation Services/County of Moore, and re-signed whenever a new person assumes that position.
- The signed statement will be posted on office bulletin boards, near the receptionist's desk, in meeting rooms, inside vehicles, and disseminated within brochures and other written materials.
- The core of the statement (signature excluded) will circulate internally within annual acknowledgement forms.
- The statement will be posted or provided in languages other than English, when appropriate.

4.0 NOTICE OF NONDISCRIMINATION

• In accordance with DOT Order 1050.2A, Moore County Transportation Services (MCTS) assures the North Carolina Department of Transportation that Moore County Transportation Services operates its programs and services without regard to race, color, national origin, sex, creed (religion), age and disability in accordance with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and related statutes. Any person who believes she or he has been aggrieved by any unlawful discriminatory practice may file a complaint with Moore County Transportation Services. • For more information on Moore County Transportations' civil rights program, and the procedures to file a complaint, contact (910)947-3389, (TTY-800-735-2962); email sbiggs@moorecountync.gov or contact our administrative office: Sonia Biggs, Transportation Manager; P.O. Box 905 302 Monroe St; Carthage, NC 28327. For more information visit www.moorecountync.gov.

- If information is needed in another language, please contact (910)947-3389.
- A complainant may file a complaint directly with the North Carolina Department of Transportation by filing with the Office of Equal Opportunity and Workforce Services, External Civil Rights Section, 1511 Mail Service Center, Raleigh, NC 27699-1511, Attention: Title VI Nondiscrimination Program; phone: 919-508-1808 or 800-522-0453, or TDD/TTY: 800-735-2962. • A complainant may file a complaint directly with the Federal Transit Administration by filing a complaint with the Office of Civil Rights, Attention: Title VI Program Coordinator, East Building, 5th Floor-TCR,1200 New Jersey Ave., SE, Washington, DC 20590.

Implementation

- The notice will be posted in its entirety on our website and in any documents and reports we distribute.
- Ads in newspapers and other publications shall include the following: Moore County Transportation Services operates without regard to race, color, national origin, sex, creed (religion), age or disability. For more information on Moore County Transportation Services civil rights program or how to file a discrimination complaint, contact 910-947-3389 or sbiggs@moorecountync.gov first three (3) bullets from Section 4.0 listed above.
- The statement will be posted or provided in languages other than English, when appropriate.

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5.0 PROCEDURES TO ENSURE NONDISCRIMINATORY ADMINISTRATION OF PROGRAMS AND SERVICES

We are committed to the nondiscriminatory administration of our programs and services. As with the implementation of

our programs in general, organization-wide compliance is required. Thus, employees and staff will periodically be reminded of our Title VI nondiscrimination obligations through staff training and use of the Annual Education and Acknowledgment Form below. The Title VI Coordinator will periodically assess program operations to ensure that this

policy is being followed. A single copy of the form is located in Appendix C.

Annual Education and Acknowledgement Form

Title VI Nondiscrimination Policy

(Title VI and related nondiscrimination authorities)

No person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity of a Federal-aid recipient.

All employees and representatives of Moore County Transportation Services are expected to consider, respect, and observe this policy in their daily work and duties. If any person approaches you with a civil rights-related question or complaint, please direct him or her to Sonia Biggs at (910) 947-3389.

In all dealings with the public, use courtesy titles (e.g., Mr., Mrs., Miss, Dr.) to address or refer to them without regard to their race, color, national origin, sex, age, or disability.

Acknowledgement of Receipt of Title VI Program

I hereby acknowledge receipt of Moore County Transportation Services Title VI Program and other nondiscrimination guidelines. I have read the Title VI Program and I am committed to ensuring that no person is excluded from participation in or denied the benefits of Moore County Transportation Services programs, policies, services and activities on the basis of race, color, national origin, sex, age, or disability, as provided by Title VI of the Civil Rights Act of 1964 and related nondiscrimination statutes.

Signature	Date
-----------	------

Implementation

- Periodically, but not more than once a year, employees and representatives will receive, review and certify commitment to the Title VI Program.
- New employees shall be informed of Title VI provisions and expectations to perform their duties accordingly, asked to review the Title VI Program, and required to sign the acknowledgement form.
- Periodic review of operational practices and guidelines by the Title VI Coordinator to verify compliance with the

Title VI

Program.

- Signed acknowledgement forms and records of internal assessments will remain on file for at least three years.

6.0 CONTRACT ADMINISTRATION

Moore County Transportation Services ensures all contractors will fulfill their contracts in a nondiscriminatory manner.

While contractors are not required to prepare a Title VI Program, they must comply with the nondiscrimination requirements of the organization to which they are contracted. Moore County Transportation Services and its contractors will not discriminate in the selection and retention of contractors (at any level) or discriminate in employment practices in connection with any of our projects.

6.1 CONTRACT LANGUAGE

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter

referred to as the "contractor") agrees as follows:

(1) Compliance with Regulations:

The contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination: The

contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, creed, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for Subcontractors, Including Procurements of Materials and

Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: The

contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by Moore County Transportation Services or the North Carolina Department of Transportation (NCDOT), the Federal Highway Administration (FHWA) and/or Federal Transit Administration (FTA) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to Moore County Transportation Services, or the NCDOT, FHWA and/or FTA as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In

the event of the contractor's noncompliance with

the nondiscrimination provisions of this contract, Moore County Transportation Services shall impose such contract sanctions as it or the

NCDOT, FHWA and/or FTA may determine to be appropriate, including, but not limited to:

(a) withholding of payments to the contractor under the contract until the contractor complies, and/or (b) cancellation, termination, or suspension of the contract, in whole or in part.

(6) Incorporation of Provisions: The

contractor shall include the provisions of

paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations,

or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as Moore

County Transportation Services or the NCDOT,

FHWA and/or FTA may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the

event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the

contractor may request Moore County Transportation Services to enter into such litigation to protect the interests of Moore County

Transportation Services, and, in addition, the

contractor may request the United States to enter into such litigation to protect the interests of the United States.

*The Contractor has read and is familiar with the terms above:

Contractor's Initials

Date

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Implementation

- The nondiscrimination language above (with initials line) will be appended to any existing contracts, purchase orders, and agreements that do not include it, and initialed by the responsible official of the other organization.
- The nondiscrimination language above (without initials line) will be incorporated as standard language before the signature page of our standard contracts, purchase orders, and agreements.
- The Title VI Coordinator will review existing contracts to ensure the language has been added.

6.2 NONDISCRIMINATION NOTICE TO PROSPECTIVE BIDDERS

The Moore County Transportation Services, in accordance with Title VI of the Civil Rights Act of 1964 and related nondiscrimination authorities, and Title 49 Code of Federal Regulations, Parts 21 and 26, hereby notifies all bidders that it will affirmatively insure that in any contact entered into pursuant to this advertisement, minority and women business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

Implementation

- The nondiscrimination language above will be included in all solicitations for bids for work or material and proposals for negotiated agreements to assure interested firms that we provide equal opportunity and do not discriminate.
- Outreach efforts will be made to minority and women-owned firms that work in requested fields, and documented.
- Unless specifically required under Disadvantaged Business Enterprise (DBE) or Affirmative Action programs, all contractors will be selected without regard to their race, color, national origin, or sex.

7.0 EXTERNAL DISCRIMINATION COMPLAINT PROCEDURES

These discrimination complaint procedures describe the process used by Moore County Transportation Services (MCTS) to process and investigate complaints of alleged discrimination filed under Title VI of the Civil Rights Act of 1964 and related nondiscrimination laws that are applicable to programs, services, and activities carried out by Moore County Transportation Services.

Complaints will be investigated by the appropriate authority. Upon completion of every investigation, Moore County Transportation Services will inform the complainant of all avenues of appeal. Moore County Transportation Services will make every effort to obtain early resolution of complaints at the lowest level possible. The option of informal mediation between the affected parties and Moore County Transportation Services staff may be utilized for resolution.

FILING OF COMPLAINTS

1. Applicability – The complaint procedures apply to the beneficiaries of Moore County Transportation Services programs, activities, and services, such as the members of the public and any consultants/contractors hired by Moore County Transportation Services.

2. Eligibility – Any person or class of persons who believes that he/she has been subjected to discrimination or retaliation prohibited by any of the Civil Rights authorities based upon race, color, sex, age, national origin, or disability, may file a written complaint with Moore County Transportation Services. The law prohibits intimidation or retaliation of any sort. The complaint may be filed by the affected individual or a representative, and must be in writing.

3. Time Limits and Filing Options – A complaint must be filed no later than 180 calendar days after the following:

The date of the alleged act of discrimination; or

The date when the person(s) became aware of the alleged discrimination; or

Where there has been a continuing course of conduct, the date on which that conduct was discontinued or the latest instance of the conduct.

Complaints may be submitted to the following entities:

Moore County Transportation Services: Sonia Biggs; P.O. Box 905 302 Monroe St; Carthage, NC 28327; 910-947-3389.

North Carolina Department of Transportation, Office of Civil Rights, External Civil Rights Section, 1511 Mail Service Center, Raleigh, NC 27699-1511; 919-508-1830 or toll free 800-522-0453

US Department of Transportation, Departmental Office of Civil Rights, External Civil Rights Programs Division, 1200 New Jersey Avenue, SE, Washington, DC 20590; 202-366-4070

Federal Transit Administration, Office of Civil Rights, ATTN: Title VI Program Coordinator, East Bldg. 5th Floor – TCR, 1200 New Jersey Avenue, SE, Washington, DC 20590

Federal Highway Administration, Office of Civil Rights, 1200 New Jersey Avenue, SE, 8th Floor, E81-314, Washington, DC 20590, 202-366-0693 / 366-0752

Federal Highway Administration, North Carolina Division Office, 310 New Bern Avenue, Suite 410, Raleigh, NC 27601, 919-747-7010

Federal Aviation Administration, Office of Civil Rights, 800 Independence Avenue, SW, Washington, DC 20591, 202-267-3258

US Department of Justice, Special Litigation Section, Civil Rights Division, 950 Pennsylvania Avenue, NW, Washington, DC 20530, 202-514-6255 or toll free 877-218-5228

4. Format for Complaints – Complaints shall be in writing and signed by the complainant(s) or a representative and include the complainant's name, address, and telephone number. Complaints received by fax or e-mail will be acknowledged and processed. Allegations received by telephone or in person will be reduced to writing, may be recorded, and will be provided to the complainant for confirmation or revision before processing. Complaints will be accepted in other languages, including Braille.

5. Discrimination Complaint Form – The Discrimination Complaint Form is consistent with the Nondiscrimination Assurance in Group 01.D of the FTA Certifications & Assurances.

6. Complaint Basis – Allegations must be based on issues involving race, color, national origin, sex, age, or disability. The term “basis” refers to the complainant’s membership in a protected group category.

Protected

Categories

Definition Examples Applicable Statutes and

Regulations

FHWA FTA

Race An individual belonging to one of the accepted racial groups; or the perception, based usually on physical characteristics that a person is a member of a racial group

Black/African American,

Hispanic/Latino, Asian,

American Indian/Alaska Native, Native

Hawaiian/Pacific Islander,

White

Title VI of the

Civil Rights Act

of 1964; 49 CFR Part

21;

23 CFR 200

Title VI of the

Civil Rights Act

of 1964; 49 CFR Part

21;

Circular 4702.1B Color Color of skin, including shade of skin within a racial group

Black, White, brown,

yellow, etc.

National Origin Place of birth. Citizenship is not a factor. Discrimination based on language or a person’s accent is also covered.

Mexican, Cuban, Japanese, Vietnamese,

Chinese

Sex Gender Women and Men 1973 Federal-

Aid Highway Act

Title IX of the

Education Amendments of 1972

Age Persons of any age 21 year old person Age Discrimination Act of 1975

Disability Physical or mental impairment, permanent or temporary, or perceived.

Blind, alcoholic, para-

amputee, epileptic,

diabetic, arthritic

Section 504 of the Rehabilitation

Act of 1973; Americans with
Disabilities Act of 1990
Creed Religion. Muslim, Christian, Hindu,
Atheist
49 U.S.C. 5332(b)

Complaint Processing

1. When a Title VI complaint against Moore County Transportation Services is received by Moore County Transportation Services, it will be forwarded to NCDOT for review, after which NCDOT will send a written acknowledgment and a Consent Release form to the complainant within ten (10) business days by registered mail. Any other Title VI complaint received by Moore County Transportation Services will be investigated internally and a written acknowledgement will be sent to the complainant within ten (10) business days by registered mail.
2. Moore County Transportation Services cannot investigate Title VI complaints filed against itself, but can investigate ADA complaints against itself. Moore County Transportation Services will consult with the NCDOT External Civil Rights Section to determine the acceptability and jurisdiction of all complaints received. (Note: If NCDOT has jurisdiction, the External Civil Rights Section will be responsible for the remainder of this process. Moore County Transportation Services will record the transfer of responsibility in its complaints log).
3. Additional information will be requested if the complaint is incomplete. The complainant will be provided 15 business days to submit any requested information and the signed Consent Release form. Failure to do so may be considered good cause for a determination of no investigative merit.
4. Upon receipt of the requested information and determination of jurisdiction, Moore County Transportation Services will notify the complainant and respondent of whether the complaint has sufficient merit to warrant investigation.
5. If the complaint is investigated, the notification shall state the grounds of the Moore County Transportation Services jurisdiction, while informing the parties that their full cooperation will be required in gathering additional information and assisting the investigator.
6. If the complaint does not warrant investigation, the notification to the complainant shall specifically state the reason for the decision.

Complaint Log

When a complaint is received by Moore County Transportation Services, the complaint will be entered into the Discrimination Complaints Log with other pertinent information, and assigned a Case Number. (Note: All complaints must be logged).

1. The complaints log will be submitted to the NCDOT's Civil Rights office during Title VI compliance reviews. (Note: NCDOT may also be request the complaints log during pre-grant approval processes).

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2. The Log Year(s) since the last submittal will be entered (e.g., 2012-2015, 2014-2015, FFY 2015, or 2015) and the complaints log will be signed before submitting the log to NCDOT.
3. When reporting no complaints, check the No Complaints or Lawsuits box and sign the log.

MOORE COUNTY TRANSPORTATION SERVICES DISCRIMINATION COMPLAINT FORM

Any person who believes that he/she has been subjected to discrimination based upon race, color, creed (religion), sex, age, national origin, or disability may file a written complaint with Moore County Transportation Services, within 180 days after the discrimination occurred.

Last Name: First Name: Male

Female

Mailing Address: City State Zip

Home Telephone: Work Telephone: E-mail Address

Identify the Category of Discrimination:

RACE COLOR NATIONAL ORIGIN AGE

CREED (RELIGION) DISABILITY SEX

*NOTE: Title VI bases are race, color, national origin. All other bases are found in the "Nondiscrimination Assurance" of the FTA

Certifications & Assurances.

Identify the Race of the Complainant

Black White Hispanic Asian American

American Indian Alaskan Native Pacific Islander Other _____

Date and place of alleged discriminatory action(s). Please include earliest date of discrimination and most recent date of discrimination.

Names of individuals responsible for the discriminatory action(s):

How were you discriminated against? Describe the nature of the action, decision, or conditions of the alleged discrimination. Explain as

clearly as possible what happened and why you believe your protected status (basis) was a factor in the discrimination. Include how other persons were treated differently from you. (Attach additional page(s), if necessary).

The law prohibits intimidation or retaliation against anyone because he/she has either taken action, or participated in action, to secure

rights protected by these laws. If you feel that you have been retaliated against, separate from the discrimination alleged above, please explain the circumstances below. Explain what action you took which you believe was the cause for the alleged retaliation.

Names of persons (witnesses, fellow employees, supervisors, or others) whom we may contact for additional information to support or

clarify your complaint: (Attached additional page(s), if necessary).

Name Address Telephone

1.

2.

3.

4.

MOORE COUNTY TRANSPORTATION SERVICES DISCRIMINATION COMPLAINT FORM

Have you filed, or intend to file, a complaint regarding the matter raised with any of the following? If yes, please provide the filing dates.

Check all that apply.

NC Department of Transportation

Federal Transit Administration

Federal Highway Administration

US Department of Transportation

Federal or State Court

Other

Have you discussed the complaint with any Moore County Transportation Services (MCTS) representative? If yes, provide the name, position, and date of discussion.

Please provide any additional information that you believe would assist with an investigation.

Briefly explain what remedy, or action, are you seeking for the alleged discrimination.

****WE CANNOT ACCEPT AN UNSIGNED COMPLAINT. PLEASE SIGN AND DATE THE COMPLAINT FORM BELOW.**

COMPLAINANT'S SIGNATURE

DATE

MAIL COMPLAINT FORM TO:

Moore County Transportation Services/County of Moore

Sonia Biggs

Transportation Manager

P.O. Box 905 302 Monroe St; Carthage, NC 28327

Phone: 910-947-3389

Email: sbiggs@moorecountync.gov

FOR OFFICE USE ONLY

Date Complaint Received:

Processed by:

Case #:

Referred to: NCDOT FTA Date Referred:

MOORE COUNTY TRANSPORTATION SERVICES

DISCRIMINATION COMPLAINTS LOG

Log Year(s):

CASE

NO.

COMPLAINANT

NAME

RACE/

GENDER

RESPONDENT

NAME

BASIS DATE

FILED

DATE

RECEIVED

ACTION TAKEN DATE

INVESTIG.

COMPLETED

DISPOSITION

No Complaints or Lawsuits

I certify that to the best of my knowledge, the above described complaints or lawsuits alleging discrimination, or no complaints or lawsuits alleging discrimination, have been filed with or against Moore County Transportation Services since the previous Title VI Program submission to NCDOT.

Signature of Title VI Coordinator or Other Authorized Official Date

Print Name and Title of Authorized Official

INVESTIGATIVE GUIDANCE

A. Scope of Investigation – An investigation should be confined to the issues and facts relevant to the allegations in the complaint, unless evidence shows the need to extend the issues.

B. Developing an Investigative Plan – It is recommended that the investigator prepares an Investigative Plan (IP) to define the issues and lay out the blueprint to complete the investigation. The IP should follow the outline below:

1. Complainant(s) Name and Address (Attorney name and address if applicable)
2. Respondent(s) Name and Address (Attorney for the Respondent(s) name and address)
3. Applicable Law(s)
4. Basis/(es)
5. Allegation(s)/Issue(s)
6. Background
7. Name of Persons to be interviewed
 - a. Questions for the complainant(s)
 - b. Questions for the respondent(s)
 - c. Questions for witness(es)
8. Evidence to be obtained during the investigation
 - a. Issue – Complainant allege that there are only six African American contractors participating in the highway construction industry in the State and their contract awards are very small.
 - i. Documents needed: documents which show all DBE firms which currently have contracts and must include the following 1) name and race of DBE firm; 2) Date of initial certification into the DBE program; 3) type of business; 4) contracts awarded anytime during the period to the present; 5) dollar value of contract.

C. Request for Information – The investigator should gather data and information pertinent to the issues raised in the complaint.

D. Interviews – Interviews should be conducted with the complainant, respondent, and appropriate witnesses during the investigative process. Interviews are conducted to gain a better understanding of the situation outlined in the complaint of discrimination. The main objective during the interview is to obtain information that will either support or refute the allegations.

E. Developing an Investigative Report – The investigator should prepare an investigative report setting forth all relevant facts obtained during the investigation. The report should include a finding for each issue. A sample investigative report is provided below.

MOORE COUNTY TRANSPORTATION Investigative Report

I. COMPLAINANT(S) NAME (or attorney for the complainant(s) – name and address if applicable)

Name, Address, Phone: 999-999-9999

II. RESPONDENT(S) (or attorney for the respondent(s) – name and address if applicable)

Name, Address, Phone: 999-999-9999

III. APPLICABLE LAW/REGULATION

IV. COMPLAINT BASIS/(ES)

V. ISSUES/ALLEGATIONS

VI. BACKGROUND

VII. INVESTIGATIVE PROCEDURE

VIII. ISSUES / FINDINGS OF FACT

IX. CONCLUSION

X. RECOMMENDED ACTIONS

APPENDIX

[Include in the Appendix any supplemental materials that support your findings and conclusion.]

8.0 SERVICE AREA POPULATION CHARACTERISTICS

To ensure that Title VI reporting requirements are met, Moore County Transportation Services will collect and maintain population data on potential and actual beneficiaries of our programs and services. This section is intended as a compilation of relevant population characteristics from our overall service area. This data will provide context to the Title VI Nondiscrimination Program and be used to ensure nondiscrimination and improve public outreach initiatives and delivery of ongoing programs.

8.1 RACE AND ETHNICITY

The following table was completed using data from Census Table DP05, Demographic and Housing Estimates: 2019:

Race and Ethnicity Number Percent

Total Population	100,880	100
White	81,646	80.9
Black or African American	12,124	12.0
American Indian or Alaska Native	731	0.7
Asian	1,454	1.4
Native Hawaiian and Other Pacific Islander	175	0.2
Some other Race	3,150	3.1
Two or More Races	1,600	1.6

HISPANIC OR LATINO (of any race) 7,156 7.1

8.2 AGE & SEX

The following table was completed using data from Census Tables DP05 and S0101, Demographic and Housing Estimates: 2019:

Age

Number Percent

Both sexes Male Female Both sexes Male Female

Total Population	100,880	48,802	52,078	100%	48.4%	51.6%
Under 5 years	6,223	N/A	N/A	N/A	N/A	N/A
Under 18 years	21,306	N/A	N/A	N/A	N/A	N/A
18 to 64 years	48,712	N/A	N/A	N/A	N/A	N/A
65 years and over	24,639	10,784	13,855	24.4%	43.8%	56.2%

Median Age 43.4 40.5 46.5

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8.3 DISABILITY

The following table was completed using data from Census Table S1810, Disability Characteristics: 2019

Subject

Total With a Disability Percent with a Disability

Estimate Margin of Error +/- Estimate Margin of Error +/- Estimate Margin of Error +/-

Total civilian noninstitutionalized

population 95,850 +/-1,177 14,757 +/-2,114 15.4% +/-2.2

Population under 5 years 6,223 +/-635 107 +/-184 1.7% +/-2.9

Population 5 to 17 years 15,052 +/-553 1095 +/-672 7.3% +/-4.5

Population 18 to 64 years 50,849 +/-1,062 6211 +/-1,212 13.8% +/-3.5

Population 65 years and over 23,726 +/-767 3519 +/-951 14.8% +/-3.9

SEX

Male 44,776 +/-1,484 6,754 +/-1,189 15.1% +/-2.6

Female 51,074 +/-865 8,003 +/-1,527 15.7% +/-3.0

RACE AND HISPANIC OR LATINO

ORIGIN

White alone 77,312 +/-1,596 12,002 +/-1,837 15.5% +/-2.3

Black or African American alone 11,530 +/-984 2,040 +/-819 17.7% +/-7.3

American Indian and Alaska Native n/a n/a n/a n/a n/a n/a

Asian n/a n/a n/a n/a n/a n/a

Native American and Other Pacific

Islander

n/a n/a n/a n/a n/a n/a

Some other Race n/a n/a n/a n/a n/a n/a

Two or more races n/a n/a n/a n/a n/a n/a

Hispanic or Latino (of any race) 7,127 +/- 57 580 +/-384 8.1% +/-5.4%

8.4 POVERTY

The following table was completed using data from Census Table S1701, Poverty Status in the Past 12 Months: 2019

Subject

Total Below poverty level Percent below poverty level

Estimate

Margin of

Error +/- Estimate

Margin of

Error +/- Estimate

Margin of

Error +/-

Population for whom poverty status is
determined 99,168 +/-740 11,707 +/-2,930 11.8% +/-3.0

AGE

Under 18 20,566 +/-707 4,135 +/-1,508 20.1% +/-7.4

18 to 64 54,876 +/-715 6,104 +/-1,616 11.1% +/-3.0

65 years and over 23,726 +/-767 1,468 +/-584 6.2% +/-2.5

SEX

Male 47,904 +/-918 4,200 +/-1,319 8.8% +/-2.8

Female 51,264 +/-858 7,507 +/-2,116 14.6% +/-4.1

RACE AND HISPANIC OR LATINO

ORIGIN

White alone 80,596 +/-1,404 8,215 +/-2,240 10.2% +/-2.8

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Black or African American alone 11,781 +/-1,061 3,059 +/-1,696 26.0% +/-14.2

American Indian and Alaska Native n/a n/a n/a n/a n/a n/a

Asian n/a n/a n/a n/a n/a n/a

Native American and Other Pacific Islander n/a n/a n/a n/a n/a n/a

Some other Race n/a n/a n/a n/a n/a n/a

Two or more races n/a n/a n/a n/a n/a n/a

Hispanic or Latino origin (of any race) 7,127 +/-57 2,137 +/-1,534 30.0% +/-21.5

All individuals below:

50 percent of poverty level 5,713 +/-2,025 n/a n/a n/a n/a

125 percent of poverty level 15,599 +/-2,881 n/a n/a n/a n/a

150 percent of poverty level 20,299 +/-3,107 n/a n/a n/a n/a

185 percent of poverty level 26,089 +/-3,923 n/a n/a n/a n/a

200 percent of poverty level 29,189 +/-4,094 n/a n/a n/a n/a

8.5 HOUSEHOLD INCOME

The following table was completed using data from Census Table S1901, Income in the Past 12 Months (In 2019 Inflation-Adjusted Dollars): 2019

Subject

Households

Estimate Margin of Error +/-

Total 41,530 +/-1,339

Less than \$10,000 5.2% +/-1.8

\$10,000 to \$14,999 3.3% +/-1.5

\$15,000 to \$24,999 10.7% +/-3.0

\$25,000 to \$34,999 8.7% +/-2.7

\$35,000 to \$49,999 10.8% +/-2.8

\$50,000 to \$74,999 20.3% +/-3.6

\$75,000 to \$99,999 14.4% +/-2.9

\$100,000 to \$149,999 14.5% +/-3.1

\$150,000 to \$199,999 6.4% +/-2.5

\$200,000 or more 5.6% +/-1.8

Median income (dollars) 62,469 +/-6,066

Mean income (dollars) 82,882 +/-8,233

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8.6 LIMITED ENGLISH PROFICIENCY POPULATIONS

The following table was completed using data from Census Table B16001, 2015

The Spanish or Spanish Creole population is the only group that meets the 5% or 1,000 in population figure. The next largest language groups are German with 271 speakers and Tagalog, with 243 speakers, however both groups overwhelmingly speak English very well and also fall well below the 5% or 1,000 threshold. Of the 271 German speakers, 239 speak English very well while all 243 Tagalog speakers speak English very well. There has not been an issue servicing any of these population groups, and the most likely service needed would be from the ROAP Token program. When situations arise where interpretation is needed, MCTS has resources available throughout the community to assist including bilingual staff, assistance from other county departments including the Department of Social Services and Transportation Advisory Board Members.

8.7 POPULATION LOCATIONS

Federal-aid recipients are required to know the characteristics and locations of populations they serve, particularly by race/ethnicity, poverty and limited English proficiency. This can be accomplished through maps that overlay boundaries and demographic features on specific communities.

9.0 TITLE VI EQUITY ANALYSES (AND ENVIRONMENTAL JUSTICE ASSESSMENTS)

As required under FTA C 4702.1B and 4703.1, Title VI equity and environmental justice (EJ) analyses will be conducted whenever we plan to construct (or modify) a facility, such as a vehicle storage facility, maintenance facility, operation center, etc., or when there will be a change in fares. These studies will be conducted to see if the change could result in either a disparate impact based on race, color or national origin (Title VI) or a disproportionately high and adverse impact to minority and/or low-income populations (EJ). Thus, they will look at various alternatives before selecting a site for the facility. Project-specific demographic data will be collected on potentially affected communities and their involvement in associated decision-making activities will be documented. Specific studies will be made available to oversight agencies during compliance reviews or to evidence our due diligence should a complaint be filed in relation to the location and effect of a proposed facility or fare increases. Project-related equity and EJ studies will remain on file indefinitely.

Moore County, North Carolina

Estimate Margin of Error

Total: 86,714 +/-106

Speak only English 80,341 +/-619

Spanish or Spanish Creole: 4,664 +/-427

Speak English "very well" 2,747 +/-465

Speak English less than "very well" 1,917 +/-391

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10.0 PUBLIC INVOLVEMENT

10.1 INTRODUCTION

Effective public involvement is a key element in addressing Title VI in decision-making. Recipients engaged in planning and other decision-making activities must have a documented public participation process that provides adequate notice of public participation activities, and early and continuous opportunities for public review and comment at key decision points. Underlying these efforts is our commitment to determining the most effective outreach methods for a given project or population.

This Public Participation Plan describes how Moore County Transportation Services will disseminate vital agency information and engage the public by seeking out and considering the needs and input of interested parties and those traditionally underserved by existing transportation systems, such as minority and limited English proficient persons, who may face challenges accessing programs and other services. General public involvement practices will include:

- Scheduling meetings at times and locations that are convenient and accessible for minority and LEP communities.
 - Employing different meeting sizes and formats.
 - Coordinating with community college, community- and faith-based organizations, educational institutions, and other entities to implement public engagement strategies that reach out specifically to members of affected minority and/or LEP communities.
 - Providing opportunities for public participation through means other than written communication, such as personal interviews or use of audio or video recording devices to capture oral comments.
 - Considering radio, television, or newspaper ads on stations and in publications that serve LEP populations.
- Outreach to LEP persons could also include audio programming available on podcasts.

10.2 PUBLIC NOTIFICATION

Passengers and other interested persons will be informed of their rights under Title VI and related authorities with regard to our program. The primary means of achieving this will be posting and disseminating the policy statement and notice as stipulated in Sections 3.0 and 4.0, respectively. Additional measures may include openly stating our obligations and the public's rights at meetings, placing flyers at places frequented by targeted populations, and an equal opportunity tag-on at the end of radio announcements. The method of notification will be determined through an initial screening of the area.

10.3 DISSEMINATION OF INFORMATION

Information on Title VI and other programs will be crafted and disseminated to employees, contractors and subrecipients, stakeholders, and the general public. Public dissemination efforts may vary depending on factors present, but will generally include: posting public statements setting forth our nondiscrimination policy in eye-catching designs and locations; placing brochures in public places, such as government offices, transit facilities, and libraries; having nondiscrimination language within contracts; including nondiscrimination notices in meeting announcements and handouts; and displaying our Notice of Nondiscrimination at all our public meetings.

At a minimum, nondiscrimination information will be disseminated on our website and on posters in conspicuous areas at our office(s). Project-related information and our most current Title VI-related information will be maintained online.

10.4 MEETINGS AND OUTREACH

There is no one-size-fits-all approach to public involvement. A variety of comprehensive and targeted public participation methods will be used to facilitate meaningful public involvement. Methods for engaging stakeholders

and target audiences, including traditionally underserved and excluded populations (i.e., minorities, youth, low-income, the disabled, etc.) will include the following:

Public Relations and Outreach

Public relations and outreach (PRO) strategies aim to conduct well-planned, inclusive and meaningful public participation events that foster good relations and mutual trust through shared decision-making with the communities we serve.

- We will seek out and facilitate the involvement of those potentially affected.
- Public events will aim to be collaborative, fun, and educational for all, rather than confrontational and prescriptive.
- Media plans will typically involve multiple channels of communication like mailings, radio, TV, and newspaper ads.
- Abstract objectives will be avoided in meeting announcements. Specific “attention-grabbing” reasons to attend will be used, such as “Help us figure out how to relieve congestion on [corridor name]” or “How much should it cost to ride the bus? Let us know on [date].”
- Efforts will be made to show how the input of participants can, or did, influence final decisions.
- We will do our best to form decision-making committees that look like and relate to the populations we serve.
- We will seek out and identify community contacts and partner with local community- and faith-based organizations that can represent, and help us disseminate information to, target constituencies.
- Demographic data will be requested during public meetings, surveys, and from community contacts and committee members.

Public Meetings

“Public meeting” refers to any meeting open to the public, such as hearings, charrettes, open house and board meetings.

- Public meetings will be conducted at times, locations, and facilities that are convenient and accessible.
- Meeting materials will be available in a variety of predetermined formats to serve diverse audiences.
- An assortment of advertising means may be employed to inform the community of public meetings.
- Assistance to persons with disabilities or limited English proficiency will be provided, as required.

Small Group Meetings

A small group meeting is a targeted measure where a meeting is held with a specific group, usually at their request or consent. These are often closed meetings, as they will typically occur on private property at the owner’s request.

- If it is determined that a targeted group has not been afforded adequate opportunities to participate, the group will be contacted to inquire about possible participation methods, including a group meeting with them individually.
- Unless unusual circumstances or safety concerns exist, hold the meeting at a location of the target group’s choosing.
- Share facilitation duties or relinquish them to members of the target group.
- Small group discussion formats may be integrated into larger group public meetings and workshops. When this occurs, the smaller groups will be as diverse as the participants in the room.

Community Surveying

- Opinion surveys will occasionally be used to obtain input from targeted groups or the general public on their transportation needs, the quality or costs of our services, and feedback on our public outreach efforts.
- Surveys may be conducted via telephone, door-to-door canvassing, at community fairs, by placing drop boxes in ideal locations, or with assistance from other local agencies, like social services.

10.5 LIMITED ENGLISH PROFICIENCY

Limited English Proficient (LEP) persons refers to persons for whom English is not their primary language who have a limited ability to read, write, speak, or understand English. It includes people who reported to the U.S. Census that they speak English less than very well, not well, or not at all.

In an effort to comply with DOT's LEP policy guidance and Executive Order 13166, this section of our public participation plan outlines the steps we will take to ensure meaningful access to all benefits, services, information, and other important portions of our programs and activities by individuals who are limited-English proficient. Accordingly, a four factor analysis was conducted to determine the specific language services appropriate to provide, and to whom, to inform language assistance planning and determine if our communication with LEP persons is effective.

Four Factor Analysis

This Four Factor Analysis is an individualized assessment that balances the following four factors:

- (1) The number or proportion of LEP persons eligible to be served or likely to be encountered by a program, activity, or service of the recipient or grantee;
- (2) The frequency with which LEP individuals come in contact with the program;
- (3) The nature and importance of the program, activity, or service provided by the recipient to people's lives; and
- (4) The resources available to the recipient and costs.

Factor #1: The number or proportion of LEP persons eligible to be served or likely to be encountered by the program, activity, or service of the recipient.

LANGUAGE SPOKEN AT HOME Estimate Margin of Error Percent of Population Margin of Error

Total (population 5 years and over): 86714 +/- 106 100% (X)

Speak only English 80341 +/- 619 % +/- %

Spanish or Spanish Creole: 4,664 +/- 427 % +/- %

 Speak English "very well" 2,747 +/- 465 % +/- %

 Speak English less than "very well" 1,917 +/- 391 % +/- %

Moore County Transportation Services reviewed the 2015 US Census estimates from a population of 86,714 with Spanish or Spanish Creole individuals comprising the largest non-English speaking language group. The language spoken most by this group of individuals is Spanish. The Census Bureau estimates that there are 1,917 of those individuals that speak English less than "very well". This information helps Moore County Transportation understand that we are above the Safe Harbor Threshold for the Spanish and Creole population. Therefore it is our responsibility to also provide vital documents such as complaint sheets, policy statement and the Notice to the Public in Spanish. We will also assess through a survey if the LEP individuals are underserved due to language barriers.

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Factor #2: The frequency with which LEP individuals come in contact with the program.

Although the census shows that Moore County has a LEP population above the Safe Harbor Threshold it is very rare that Moore County Transportation Services has the opportunity to come in contact with these individuals. However, if we are contacted by an LEP individual we keep a log and have the resources available to properly assist. To verify that MCTS is meeting the needs of the non-English speaking population, surveys will be conducted via: via public meetings, ridership, contractors, local agencies and the faith community annually by distributing a simple survey card with two questions in English and the language the transit system finds necessary for their LEP group that would be more adequate for this assessment:

- What purpose do you often use our services? (Give a few examples to check mark, employment, medical, etc.)
- How often a week are you using our services?

Factor #3: The nature and importance of the program, activity, or service provided by the recipient to people's lives.

Moore County Transportation feels that public outreach to all groups within the community is important and will continue to reach out to persons with limited English proficiencies. Moore County Transportation provides all citizens including LEP clients client's non-emergency, subscription, demand response service and deviated fixed route operation to all Moore County residents. These transit services are for general public ridership or those sponsored through agency contracts with the Department of Social Services, Moore County Department of Aging, Monarch and other human service agencies within Moore County. The primary mission of Moore County Transportation Services is to provide safe and efficient transportation. Providing this service allows citizens to stay mobile and keep their independence. Using surveys for your riders will provide you the proper evidence of your transit system's significance to the community. On the same card as previously mentioned you could ask two more questions:

- Is "your transit system's name" transportation services important to you?
- If so which one? (Give examples to check mark) • What is your primary language?

Factor #4: The resources available to the recipient and costs.

Moore County Transportation Services identified local resources that could be used to provide LEP assistance to customers. Latino/Hispanic staff working within Moore County Government and free language services such as google translator which could be used to provide translation and interpreting services. Google translation is installed on the Moore County Transportation/Moore County website.]

LANGUAGE ASSISTANCE PLAN

Moore County Transportation Services analyzed the four factors and determined that the population of LEP persons living in Moore County that speak Spanish warrants the need for special population outreach to assist individuals with

Limited English Proficiency with its service region. The Spanish speaking population meets the safe harbor threshold

for the need of translation services listed above.

Language Assistance Measures

The following general language assistance measures are reasonable and achievable for our organization at this time:

- Translating public notices posted in the local paper, stops, and in vehicles into the languages of all language

groups that met the threshold in Factor 1.

- Making a concerted effort to inform LEP persons of available language assistance via staff, broadcast media, relationship-building with organizations, and our website.
- Posting vital bulletin board information and disseminating community surveys in various languages.

- Providing translation and interpretive services when appropriate (upon request or predetermined) at meetings.
- Determining how best to take public involvement to LEP groups directly, including through small group meetings.
- Language line translation services at our call center.
- Utilizing or hiring staff that speak a language other than English and can provide competent language assistance.

Note: We will not ask community-based organizations to provide, or serve as, interpreters at our meetings.

Relying upon CBOs in that capacity could raise ethics concerns. If a CBO decides (on its own) to translate any materials for its constituents, or bring interpreters it trusts to our meetings, we cannot object. That is their right.

- Using language identification flashcards to determine appropriate services.
- Establishing a process to obtain feedback on our language assistance measures.

Specific Measures by Language Group

- Spanish: MCTS will provide the following:
 - o Brochures and flyers, etc. in Spanish since that has been found to be the most dominate 2nd language.

Written Translation and Oral Interpretation

Vital documents will be translated for each eligible LEP language group in our service area that constitutes 5% or 1,000, whichever is less, of the population of persons eligible to be served or likely to be encountered. Translated materials will be placed online and in appropriate public (or private) places accessible to LEP persons. The safe harbor

provisions apply to the translation of written documents only, and do not affect the requirement to provide meaningful access to LEP individuals through competent oral interpreters where oral language services are needed and are reasonable. When appropriate, translation of any document will be communicated orally in the appropriate language.

In the event that the 5% trigger is reached for a LEP language group that is fewer than 50 persons, written notice will be provided in the primary language of that group of the right to receive competent oral interpretation of vital written materials, free of cost. The most effective method of notice, which could be an ad in the local newspaper or other publication, a radio commercial, or door hangers, will be determined in consideration of the circumstances on the ground and in coordination with language access resource contacts (LARC's).

Staff Support for Language Assistance

- Moore County Transportation staff will be provided a list of referral resources that can assist LEP persons with written translation and oral interpretation, including the Title VI Officer and any outside consultant contracted to provide language services. This list will be updated as needed to remain current.
- All main offices and vehicles will have on hand a supply of language assistance flashcards and materials translated into the languages of the largest LEP language groups. When encountered by an LEP person, staff (including drivers) should present the individual with a flashcard and let them choose the language. Do not assume you know their preferred language. Drivers are permitted to seek volunteer assistance from other passengers before contacting a referral resource. Document the encounter and report it to the Title VI Coordinator.
- Training: All employees will be instructed on our procedures for providing timely and reasonable assistance to LEP persons. New employee orientation will also explain these procedures to new hires. Staff routinely encountering LEP persons by telephone or in person will receive annual refresher training. All other employees

will be reminded of LEP through annual Title VI program acknowledgements (Section 5.0) and basic Title VI trainings (Section 11.0).

Project-Specific LEP Outreach

A project-specific four factor analysis will be conducted for any project being planned or scheduled outreach event limited to a specific geographical area delineated for that activity (i.e., the project study area or outreach area,

respectively). Language assistance will be provided in accordance with the measures already outlined, including translating written materials for each LEP language group that is 5% or 1,000, whichever is less, of the project or outreach area population.

Monitoring and Updating the LAP

Monitoring of daily interactions with LEP persons will be continuous, thus assistance techniques may be refined at any

time. This LAP will be periodically reviewed to determine if our language assistance measures and staff training are working. Resource availability and feedback from agency staff and the general public will be factors in the evaluation and any proposed updates. Among other practices, this process will include working with LEP community contacts to determine if our employees are responding appropriately to requests made with limited English or in languages other than English, and observing how agency staff responds to requests, including observing drivers or surveying riders.

To

the best of our ability, we will attempt to never eliminate a successful existing LEP service. Significant LEP program revisions will be approved or adopted by our board or designated official and dated accordingly. LEP data and procedures will be reviewed and updated at least once every three years.

10.6 DEMOGRAPHIC REQUEST

The following form was used to collect required data on Key Community Contacts and nonelected committee members. A single copy of the "Demographic Request" form is located in Appendix E

Moore County Transportation is required by Title VI of the Civil Rights Act of 1964 and related authorities to record demographic information on members of its boards and committees. Please provide the following information:

Race/Ethnicity:

White

Black/African American

Asian

American Indian/Alaskan Native

Native Hawaiian/Pacific Islander

Hispanic/Latino

Other (please specify):

National Origin: (if born outside the U.S.)

Mexican

Central American: _____

South American:

Puerto Rican

Chinese

Vietnamese

Korean

Other (please specify):

Gender: Male Female Age:

Less than 18 45-64

18-29 65 and older

30-44 Disability: Yes No

I choose not to provide any of the information requested above:

Completed forms will remain on file as part of the public record. For more information regarding Title VI or this request, please contact the Moore County Transportation Services/County of Moore at 910-947-3389 or by email at sbiggs@moorecountync.gov

Please sign below acknowledging that you have completed this form.

Thank you for your participation!

Name (print): _____

Signature: _____

Implementation

- Forms will be completed prior to triennial Title VI compliance reviews and remain on file for three years.
- All new and existing members of appointed decision-making boards or committees will be required to complete this form for reporting purposes.
- If a member, for whatever reason, selects "I choose not to provide any of the information requested above," they will have also completed the form.
- If a member chooses not to provide any of the information on the form, the Title VI Coordinator will be permitted to indicate that member's race and gender, based on the Coordinator's best guess.
- Data from these forms will be used to complete the Demographic Request Table in Appendix E
- Once a new member submits this form, the Demographic Request Table for the associated committee will be updated.

10.7 KEY COMMUNITY CONTACTS

Contact Name Community Name Interest or Affiliation Also a Committee Member? (Y/N)

Clare Ruggles Moore Family Resource Ctr. Community Group No

O'Linda Watkins-McSurely NAACP Community Group No

Maria Campbell Sandhills Community

College Local Higher Education Yes

Abigail Bivans Moore Free Care Clinic Medical Facility No

Contact information for key community contacts is not public information and is maintained outside of this document. Any staff

member who wishes to contact anyone listed above must request that information from the Title VI Coordinator.

10.8 SUMMARY OF OUTREACH EFFORTS MADE SINCE THE LAST TITLE VI PROGRAM SUBMISSION

The following format will be used to report all outreach efforts made since our last NCDOT Title VI Compliance Review. All

meetings and disseminations of information shall enable collection of information for the table below:

Meeting Date	Meeting Time	Meeting Purpose	Target Audience	Information Disseminated
January 9, 2020	-	Make students aware of transportation options	Students	Flyers
March 26, April 23, May 28, June 25, 2020	10:00 am	Discuss Opioid crisis in the region		

and inform the group on how

MCTS can be of

assistance

Opioid clients

needing clinic

transportation

Verbal information on system

information and how coordination can

be done

June 17, 2020 2:00 pm

Discuss

transportation options for Opioid

clinics

Opioid clinics

needing help transportation

clients

Verbal information on system

information and how coordination can

be done

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11.0 STAFF TRAINING

All employees will receive basic Title VI training at least once every three years. New hires will receive this training within 15 days of their start date. Basic training will cover all sections of this Plan and our overall Title VI obligations. Staff may receive specialized training on the application of Title VI in their specific work areas. Those who routinely encounter the public, such as office personnel, call center staff, and vehicle drivers, will receive annual refresher training. Trainings will be provided or organized by the Title VI Coordinator, and will often coincide with updates to our nondiscrimination policies and procedures. Records of staff trainings will be remain on file for at least three years (and in personnel files), and will include agendas, sign-in sheets, copies of calendars, and any certificates issued.

12.0 NONELECTED BOARDS AND COMMITTEES – BY RACE AND GENDER

The table below depicts race and gender compositions for each of our nonelected (appointed) decision-making bodies. Refer to

Appendix... for member names and full demographics for each committee.

[Use the Demographic Request Tables that you completed for each of your nonelected boards and committees to complete

the table below. Add additional rows, as needed. Once complete, delete this blue text, and include the original Demographic

Request Tables in the Appendix.]

Body Male % Female % Caucasian % African American

%

Asian American

%

Native American

%

Other % Hispanic %

Service Area Population 48% 52% 80.9% 12.0% 1.4% 0.7% 3.1% 7.1%

Transit Advisory Board 55% 45% 55% 36% 0% 0% 0% 9%

Strategies for Representative Committees

We will seek minority participation and strive for committees that are representative of our constituencies by:

- Openly asking public and small group meeting participants if they would be interested in serving on a committee.
- Seeking referrals from local organizations and key community contacts that serve or represent minorities.
- Exploring different types of committees, such as ad hoc minority- or youth-only Citizen Advisory Committees.
- Outreach efforts and responses (or lack thereof from those asked to serve or refer others) will be documented.

13.0 RECORD-KEEPING AND REPORTS

Records will be kept to document compliance with the requirements of the Title VI Program. Unless otherwise specified, Title VI-

related records shall be retained indefinitely. These records will made available for inspection by authorized officials of the

NCDOT and/or FTA. As a sub-recipient of FTA funds through NCDOT, we are required to submit a Title VI Program update to NCDOT every three years, the next of which is due in 2020. Reports on Title VI-related activities and progress to address findings identified in civil rights compliance reviews and assessments may also be submitted on an as-requested basis. It will occasionally be necessary to update this program plan and its component parts (e.g., complaints, Public Involvement, and LEP), applicable documents, and responsible officials. Updates will be submitted to NCDOT for review and approval.

In addition to other items throughout this plan, records and reports due at the time of compliance reviews or investigations will include:

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Compliance Reviews

- Title VI Program Plan
- List of civil rights trainings provided or received
- Summaries from any internal reviews conducted
- Ads and notices for specific meetings
- Findings from reviews by any other external agencies
- Title VI equity analyses and EJ assessments
- Discrimination Complaints Log

Complaint Investigations

- Investigative Reports
- Discrimination complaint, as filed
- List of interviewees (names and affiliations)
- Supporting Documentation (e.g., requested items, photos taken, dates and methods of contact, etc.)

Annually: Community Transportation Grant-Title VI Program Report

Quarterly: Public Outreach

Appendix A

Applicable Nondiscrimination Authorities

During the implementation of this Title VI Program, the organization, for itself, its assignees and successors in interest, is reminded that it has agreed to comply with the following non-discrimination statutes and authorities, including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); • Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); • The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.). • Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e et seq., Pub. L. 88-352), (prohibits employment discrimination on the basis of race, color, creed, sex, or national origin);
- 49 CFR Part 26, regulation to ensure nondiscrimination in the award and administration of DOT-assisted contracts in the Department's highway, transit, and airport financial assistance programs;
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure

compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); • Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); • The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).

Appendix B

Moore County Transportation Organization Chart

Transportation Manager
County Manager
Transportation Director
Transportation Office
Coordinator

Drivers

911 Full Time

2 Part Time

Transportation Fleet and

Route Coordinator

Board of Commissioners

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Appendix C

Annual Education and Acknowledgement Form

Title VI Nondiscrimination Policy

(Title VI and related nondiscrimination authorities)

No person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity of a Federal-aid recipient.

All employees and representatives of Moore County Transportation Services are expected to consider, respect, and observe this policy in their daily work and duties. If any person approaches you with a civil rights-related question or complaint, please direct him or her to Sonia Biggs at (910) 947-3389.

In all dealings with the public, use courtesy titles (e.g., Mr., Mrs., Miss, Dr.) to address or refer to them without regard to their race, color, national origin, sex, age or disability.

Acknowledgement of Receipt of Title VI Program

I hereby acknowledge receipt of Moore County Transportation Services Title VI Program and other nondiscrimination guidelines. I have read the Title VI Program and I am committed to ensuring that no person is excluded from participation in or denied the benefits of Moore County Transportation Services programs, policies, services and activities on the basis of race, color, national origin, sex, age, or disability, as provided by Title VI of the Civil Rights Act of 1964 and related nondiscrimination statutes.

Signature

Date

Appendix D

NCDOT's Compliance Review Checklist for Transit

I. Program Administration (General Requirements)

Requirement: FTA C 4702.1B – Title VI Requirements and Guidelines for FTA Recipients, Chapter III – General Requirements and Guidelines.

Note: Every NCDOT subrecipient receiving any of the FTA Formula Grants listed above must complete this section.

Requested Items (Please attach electronic documents (.pdf, .doc, etc.) or provide links to online versions)

Completed

1. A copy of the recipient's signed NCDOT's Title VI Nondiscrimination Agreement
2. Title VI Policy Statement (signed)
3. Title VI Notice to the Public, including a list of locations where the notice is posted
4. Type the name and title of your Title VI Coordinator and attach a list of their Title VI duties Name/Title: Sonia Biggs,
Transportation Manager
5. Title VI Complaint Procedures (i.e., instructions to the public regarding how to file a Title VI discrimination complaint)
6. Title VI Complaint Form
7. List of transit-related Title VI investigations, complaints, and lawsuits (i.e., discrimination complaints log)
8. Public Participation Plan, including information about outreach methods to engage traditionally underserved constituencies (e.g., minorities, limited English proficient populations (LEP), low-income, disabled), as well as a summary of outreach efforts made since the last Title VI Program submission
9. Language Assistance Plan for providing language assistance to persons with limited English proficiency (LEP), based
on the DOT LEP Guidance, which requires conducting four-factor analyses
10. A table depicting the membership of non-elected committees and councils, the membership of which is selected by
the recipient, broken down by race, and a description of the process the agency uses to encourage the participation of minorities on such committees
11. A copy of board meeting minutes, resolution, or other appropriate documentation showing the board of directors or
appropriate governing entity or official(s) responsible for policy decisions reviewed and approved the Title VI Program
12. A description of the procedures the agency uses to ensure nondiscriminatory administration of programs and services
13. If you pass through FTA funds to other organizations, include a description of how you monitor your subrecipients for compliance with Title VI, and a schedule for your subrecipients' Title VI Program submissions.
No Subrecipients
14. A Title VI equity analysis if you have constructed or conducted planning for a facility, such as a vehicle storage

facility, maintenance facility, operation center, etc.

No Facilities Planned or Constructed

15. Copies of environmental justice assessments conducted for any construction projects during the past three years and, if needed based on the results, a description of the program or other measures used or planned to mitigate any identified adverse impact on the minority or low-income communities

No Construction Projects

16. If the recipient has undergone a Title VI Compliance Review in the last 3 years, please indicate the year of the last review and who conducted it. Year/Agency:

II. Transit Providers

Requirement: FTA C 4702.1B, Chapter IV – Requirements and Guidelines for Fixed Route Transit Providers.

Note: All NCDOT subrecipients that provide fixed route public transportation services (e.g., local, express or commuter bus; bus rapid

transit; commuter rail; passenger ferry) must complete this section.

Not Applicable (Check this box if you do not provide fixed route services, and skip questions 17 and 18. This section

does not apply to you if you only provide demand response services.)

Requested Items

(Please attach electronic documents (.pdf, .doc, etc.) or provide links to online versions) Completed

17. Service standards (quantitative measures) developed for each specific fixed route mode that the recipient provides

(standards may vary by mode) must be submitted for each of the following indicators:

- Vehicle load for each mode (Can be expressed as the ratio of passengers to the total number of seats on a vehicle. For example, on a 40-seat bus, a vehicle load of 1.3 means all seats are filled and there are approximately 12 standees.)
- Vehicle headway for each mode (Measured in minutes (e.g., every 15 minutes), headway refers to the amount of time between two vehicles traveling in the same direction on a given line or combination of lines. A shorter headway corresponds to more frequent service. Service frequency is measured in vehicles per hour (e.g., 4 buses per hour).)
- On time performance for each mode (Expressed as a percentage, this is a measure of runs completed as scheduled. The recipient must define what is considered to be “on time.” Performance can be measured against route origins and destinations only, or against origins and destinations as well as specified time points along a route.)
- Service availability for each mode (Refers to a general measure of the distribution of routes within a transit provider's service area, such as setting the maximum distance between bus stops or train stations, or requiring that a percentage of all residents in the service area be within a one-quarter mile walk of bus service.)

18. Service policies (system-wide policies) adopted to ensure that service design and operations practices do not result in discrimination on the basis of race, color or national origin, must be submitted for each of the following:

- Transit amenities for each mode (e.g., benches, shelters/canopies, printed materials, escalators/elevators, and waste receptacles. NOTE: Attach this information only if you have decision-making authority over siting transit amenities or you set policies to determine the siting of amenities.)
- Vehicle assignment for each mode (Refers to the process by which transit vehicles are placed into service throughout a system. Policies for vehicle assignment may be based on the type or age of the vehicle, where age would be a proxy for condition, or on the type of service offered.)

Appendix E

DEMOGRAPHIC REQUEST FORM

Moore County Transportation is required by Title VI of the Civil Rights Act of 1964 and related authorities to record demographic information on members of its boards and committees. Please provide the following information:

Race/Ethnicity:

White

Black/African American

Asian

American Indian/Alaskan Native

Native Hawaiian/Pacific Islander

Hispanic/Latino

Other (please specify): _____

National Origin: (if born outside the U.S.)

Mexican

Central American:

South American: _____

Puerto Rican

Chinese

Vietnamese

Korean

Other (please specify):

Gender: Male Female Age:

Less than 18 45-64

18-29 65 and older

30-44 Disability: Yes No

I choose not to provide any of the information requested above:

Completed forms will remain on file as part of the public record. For more information regarding Title VI or this request, please contact the Moore County Transportation Services/County of Moore at 910-947-3389 or by email at sbiggs@moorecountync.gov .

Please sign below acknowledging that you have completed this form.

Thank you for your participation!

Name (print): _____

Signature: _____

Agenda Item: Meeting Date: July 20, 2021

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Debra Ensminger Planning & Transportation Director DATE: June 17, 2021

SUBJECT: Period of Performance Extension FY21 Community Transportation Program (Section 5311) Project #: 21-CT-062 Agreement#: 2000043330 WBS: 36233.74.21.4 Agreement#: 2000043262 WBS: 36233.74.21.3

PRESENTER: Debra Ensminger REQUEST:

A request to approve the Period of Performance Extension FY21 Community Transportation Program (Section 5311) grant, Project#: 21-CT-062, Agreement#: 2000043330-WBS: 36233.74.21.4 and Agreement#: 2000043262-WBS: 36233.74.21.3 granted by the North Carolina Department of Transportation. The Period of Performance Extension granted is effective July 1, 2021, ending December 31, 2021.

BACKGROUND: Moore County Transportation Services received funding through the FY21 5311 Community Transportation Rural Formula Grant to purchase one (1) van that has exceeded its useful life. A camera upgrade for twenty-one (21) vans and two (2) laptop computers. The grant funding award of \$122,159.00 will provide funding for the above capital purchases as well as all associated costs.

The Period of Performance for Project#: 21-CT-062 and Agreement#: 2000043330-WBS: 36233.74.21.4 is July 1, 2020, to June 30, 2021. Due to the inability to order the camera upgrade equipment and a delay in computer components, the cameras and computers will not be delivered and all costs associated with the purchases will not take place during the Period of Performance July 1, 2020, to June 30, 2021. The Period of Performance for Project#: 21-CT-062 and agreement#: 2000043262-WBS: 36233.74.21.3 is July 1, 2020, to June 30, 2021. The contract for raised roof vans with IMD expired September 27, 2020. This created a delay in vehicle ordering for agencies wishing to purchase from a competitive statewide purchasing schedule. The Van will not be delivered and all costs associated with the purchase will not take place during the Period of Performance July 1, 2020, to June 30, 2021. NCDOT completed a Period of Performance Extension for all FY21 5311 recipients on March 11, 2021.

Moore County Transportation Services requested a Period of Performance Extension as required of the FY21 5311 Community Transportation Rural Formula Grant from the North Carolina Department of Transportation. The Period of Performance Extension was approved on Thursday, June 17, 2021.

IMPLEMENTATION PLAN: Upon approval staff will forward the Period of Performance Extension to NCDOT Public Transportation Division.

FINANCIAL IMPACT STATEMENT: The funds are currently available in the FY22 5311 Community Transportation Rural Formula Grant. RECOMMENDATION SUMMARY:

Make a motion to approve the Period of Performance Extension FY21 5311 Community

Transportation Rural Formula Grant, Project#: 21-CT-062, Agreement#: 2000043330-WBS: 36233.74.21.4 and Agreement#: 2000043262-WBS: 36233.74.21.3 granted by the North Carolina Department of Transportation. The Period of Performance Extension granted is effective July 1, 2021, ending December 31, 2021. SUPPORTING

ATTACHMENTS: Period of Performance Approval Letters FY21 5311 Community Transportation Rural Formula Grant Agreement.

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION
ROY COOPER GOVERNOR J.ERIC BOYETTE SECRETARY
TO: Sonia Biggs Moore County
MEMORANDUM

March 11, 2021

FROM: Ryan Brumfield, Interim Director NCDOT -Integrated Mobility Section

SUBJECT: Period of Performance Extension Request Project#: 21-CT-062

Agreement#: 2000043262 WBS: 36233.74.21.3

Current POP Expiration: December 31, 2021

Based on your letter of request and completed application, NC DOT, Public Transportation Division (PTD) has approved your request for an extension of the Period of Performance for the project stated above.

The Period of Performance shall end December 31, 2021.

Please note that expenditures submitted for reimbursement shall include all eligible cost incurred within the Period Covered. The Period Covered represents the monthly or quarterly timeframe in which the project reports expenditures to the Department. Final expenses must be submitted for reimbursement within the 30 day timeframe following the new Period of Performance expiration date.

If you have questions or require further clarification, please contact Myra Freeman at (919) 707- 4672.

On behalf of the Department we wish you continued success in the completion of your project.

Thank you.

Mailing Address: Location: NC DEPARTMENT OF TRANSPORTATION INTEGRATED MOBILITY DIVISION

Telephone: 919-707-2600 Fax: 919-733-139/ Customer Service: 1-877-368-4968 | SOUTH WILMINGTON STREET
RALEIGH, NC 27601 1550 MAIL SERVICE CENTER RALEIGH, NC 27699-1550 Website: ncdot.gov

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION
ROY COOPER J. ERIC BOYETTE
GOVERNOR SECRETARY

Integrated Mobility Division
Period of Performance Extension
Application

Current POP End Date 6/30/2021 Requested Extension Date 12/31/2021

The Integrated Mobility Division (IMD) has executed this Administrative Period of Performance Extension for the following grant projects:

Grantee	Project #	Agreement	WBS Element
ADTS of Rockingham County, INC	21-39-058S	44637.30.3.3	2000044404
Alleghany County	21-AD-086	51081.23.2.3	2000042818
Beaufort County	21-39-017S	44637.33.2.3	2000044309
Buncombe County	21-AD-002	51081.25.3.3	2000042858
Brunswick County	21-39-085S	44637.35.2.3	2000043521
Cherokee County	21-AD-019	51081.15.4.3	2000042826
City of Rocky Mount (Tar River)	21-39-043U	44637.6.6.3	2000045234
Haywood Public Transit (Mountain Projects)	21-AD-070	51081.11.4.3	2000042855
Hoke County	21-CT-078	36233.51.21.3	2000043438
Johnston County Area Transit System (JCATS)	21-39-039S	44637.61.1.3	2000043354
Lenoir County	21-39-034S	44637.40.2.3	2000044459
Moore County	21-CT-062	36233.74.21.3	2000043262
Pitt County	21-39-064U	44637.29.3.3	2000043626
Transportation Administration of Cleveland County	21-CT-045	36233.103.22.3	2000043424
Wake County	21-CT-063	36233.106.16.3	2000045392
Western Carolina Community Action	21-AD-022	51081.12.2.3	2000042852
YVEDDI (Yadkin Valley Economic Development District Inc.)	21-AD-031	51081.21.2.3	2000042829

1. Reason for Delay. Provide a brief description of the delay.

The contract for raised roof vans with IMD expired September 27, 2020. This created a delay in vehicle ordering for agencies wishing to purchase from a competitive statewide purchasing schedule. IMD is currently collaborating with our NCDOT Main Purchasing Division to establish a new statewide purchasing schedule so that our subrecipients can purchase these vehicles at a competitive price going forward.

2. Provide a brief summary of the status of the project.

In addition to spare motor parts, replacement and excess vehicles have been ordered from awarded vendors. Transit Partners await delivery of products to close-out grant projects. Vendors recently informed IMD deliveries will be complete before the end of 2021.

3. Plan for Completion.

When vehicles and spare parts are delivered, inspections will be conducted, applicable forms will be completed, claims for reimbursement, and required grant reports will be submitted in the EBS reporting system.

4. Indicate the number of Period of Performance extensions that have been granted on this project:

In most cases, this will be the first extension granted for projects. This Administrative Period of Performance Extension is initiated by the IMD staff.

Transit Partners listed above will be notified of this Administrative Period of Performance extension authorized by IMD. Transit Partners must agree to submit a claim for reimbursement of eligible expenses incurred for the grant project within the 30-day time frame on or before the new end date upon receipt of vehicle(s) and/or spare motor parts. All provisions of the grant Agreement remain in effect (except the listed Period of Performance) and the transit partner will continue to abide by the contract and execute the project in the manner identified in the Agreement.

NCDOT / IMD Authorized Signature Date

Mailing Address: Telephone: (919) 707-4670 Location:

NC DEPARTMENT OF TRANSPORTATION Fax: (919) 733-1391 1 SOUTH WILMINGTON STREET 2

INTEGRATED MOBILITY DIVISION Customer Service: 1-877-368-4968 RALEIGH, NC 27601

1550 MAIL SERVICE CENTER

RALEIGH, NC 27699-1550

Website: ncdot.gov

FY22 5311 Community Transportation Program Grant Agreement

Agenda Item: Meeting Date: July 20, 2021

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Debra Ensminger Planning Director DATE: June 15, 2021

SUBJECT: FY22 5311 Community Transportation Program Grant Agreement PRESENTER: Debra Ensminger

REQUEST:

Request the Board of County Commissioners to approve the FY22 5311 Community Transportation Program Grant Agreement between Moore County Transportation Services and North Carolina Department of Transportation.

BACKGROUND:

On November 19, 2020, the Board of Commissioners approved Moore County Transportation Services application request for FY22 5311 Community Transportation Grant in the amount of \$392,771.00. (Administration \$312,221.00 – Capital \$80,550.00)

IMPLEMENTATION PLAN:

The FY22 5311 Community Transportation Grant Agreement will be returned to North Carolina Department of Transportation Public Transportation Division upon approval. FINANCIAL IMPACT STATEMENT:

The FY22 5311 Community Transportation Grant Administration Funding total is \$312,221.00.

Administration funding includes 80% Federal portion of \$249,776.00, 5% State portion \$15,611.00, and a 15% local match of \$46,834.00. The FY22 5311 Community Transportation Grant Capital Funding total is \$80,550.00. Capital funding includes 80% Federal portion \$64,440.00, 10% State portion \$8,055.00 and a 10% local match \$8,055.00. The local match portions will be covered through contract revenues. RECOMMENDATION

SUMMARY: Make a motion to approve the FY22 5311 Community Transportation Grant Agreement between Moore County Transportation Services and North Carolina Department of Transportation and allow the Chairman to sign all associated documents pertaining to this request. SUPPORTING ATTACHMENTS: FY 22 5311 Community Transportation Program Grant Agreement

AWARDED GRANT INFORMATION FORM

Including all State and Federal financial assistance Financial Assistance Title/Grant Name: FY22 5311
Community Transportation Rural Grant Program

Grantor (State or Federal agency, private foundation etc.): NCDOT

Grantor Contact Person: Myra Freeman

Grantor Phone Number / e-mail: 919-707-4672 / msfreeman1@nctod.gov

Purpose of Grant Funding: FY22 5311 Community Transportation Rural Grant provides funding for admin support and capital expenses of the day-to-day operations of the MCTS program.

Total Requested: \$ 392,711.00

Matching Requirement: Local Match: 15% & 10% Capital
State Match: 5% & 10% Capital
Federal Match: 80%

Period Covered: July 1, 2021 – June 30, 2022

Grant Number: 22-CT-062

Revenue Code: 23032000 36085 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):
20-509

If yes, please provide name of Federal agency: FTA

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

If Yes, list fiscal years: FY21 & FY22

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

If yes, please indicate fiscal years Indefinite

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? Sonia Biggs-MCTS Transportation Manager

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? Community Transportation Program Section 5311 grant agreement period of performance is July 1, 2021 – June 30, 2022.

8. List any laws, acts, or regulations specifying performance requirements of the County: FTA requirements/NCDOT/Public Transportation Division 5311 Section

9. Please include any other comments below: n/a

* Please attach a copy of your award letter and grant agreement to Financial Services.

Agenda Item: Meeting Date: MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Terri Prots, Aging Services Director DATE: July 7, 2021 SUBJECT: Home and Community Care Block Grant Contract PRESENTER: Terri Prots, Aging Services Director REQUEST:

Approve contract and any amended documents related to the Home and Community Care Block

Grant in the amount of \$795,939 for FY 22. BACKGROUND: The Home and Community Care Block Grant is the primary funding source for the following Aging services: In Home Aide program, Nutrition programs, Transportation, and Senior Center Operations.

The grant funds for FY 22 require a local match of \$88,436 which is already included in the Aging budget. These are Federal and State funds authorized by the Older Americans Act. Moore County Board of Commissioners approved the Home and Community Care Block Grant's

County Funding Plan for FY 22 on June 15, 2021, as part of the consent agenda. Those documents

detail how the Block Grant funds will be allocated to each service. IMPLEMENTATION PLAN: Grant funds were

available July 1, 2021 and have been utilized since. FINANCIAL IMPACT STATEMENT: The local match is included in the Aging budget. RECOMMENDATION SUMMARY:

Make a motion to approve the contract and any amended documents related to the FY 22 Home and

Community Care Block Grant not-to-exceed the amount of \$795,939 and authorize the Chairman to sign on the County's behalf. SUPPORTING ATTACHMENTS:

Contract originals were provided by the Triangle J Area Agency on Aging.

Agenda Item: Meeting Date: July 20, 2021

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Randy Gould, PE Public Works Director

DATE: July 6, 2021

SUBJECT: Valve Vault and Scum Drain Replacement

REQUEST: MOTION TO: Authorize the Chairman to execute the Service Contract in the amount of \$160,125.00 for the construction of a Valve Vault at Primary Clarifier #2 and the replacement of a scum drain line at Final Clarifier #2, both located at the Water Pollution Control Plant

BACKGROUND:

Historically excavation has been required to repair / replace the Pit, Direct or Scope valves of Primary Clarification. To alleviate repeated excavations and extensive down time of process units, the WPCP budgeted for the install of a valve vault.

The drain line from Final Clarifier #2 having been previously repaired in an incorrect location, requires the WPCP staff to continuously re-valve to empty the scum pit, resulting in an excessive amount of process flow being returned to Plant Headworks. The WPCP request the rerouting of the scum drain line at a lesser depth, to decrease the volume of flow returned to headworks. The advertisement for informal bids was issued on May 7, 2021. Bids were received May 27, 2021 and ELJ Inc. was the lowest responsive responsible bidder.

IMPLEMENTATION PLAN: MOTION TO: Authorize the chairman to execute Service Contract with ELJ Inc.

FINANCIAL IMPACT STATEMENT: This is a budgeted capital item in FY 2021 and is being reallocated to FY22.

Contract not to exceed

\$160,125.00

RECOMMENDATION SUMMARY: MOTION TO: Authorize the chairman to sign Service Contract with EJJ Inc

MOTION TO: Authorize the County Manager to approve change orders up to \$20,000 per change order.

SUPPORTING ATTACHMENTS:

Informal Bids Contract Bid Tab

Agenda Item: Meeting Date: July 20, 2021 MEMORANDUM TO BOARD OF COMMISSIONERS: FROM: Randy Gould, PE

Public Works Director DATE: July 12, 2021 SUBJECT: Badger Meter Purchase

REQUEST: Authorize the Chairman to execute the Sole Source Justification Form and the Purchase Contract with Badger Meter, Inc. in the amount of \$167,648.00 for water meters and accessories to be purchased.

BACKGROUND: Moore County has standardized on Badger Meters for our water meters. The County owns the software and meter reading equipment to read the meters remotely by drive-by. The meter software is also integrated to our billing software.

Meters will be ordered throughout the year in the sized and quantities needed to keep up with the demands. The Badger meters are a sole source purchase.

IMPLEMENTATION PLAN: Authorize the Chairman to execute the sole source purchase and the agreement with Badger Meter, Inc.

FINANCIAL IMPACT STATEMENT: This is a budgeted capital item for FY 2022. The contract is unit price not to exceed \$167,648.00. RECOMMENDATION SUMMARY: Motion to approve the sole source justification form to

Badger Meter, Inc and authorize the

Chairman to sign. Motion to approve the purchase contract with Badger Meter, Inc in the amount not to exceed \$167,648.00 and authorize the Chairman to sign.

SUPPORTING ATTACHMENTS: Sole Source form Purchase Contract with Badger Meter, Inc.

Badger Meter

Water Meters

\$167,648.00

X

X

X

05/21/2021

05/21/2021

STATE OF NORTH CAROLINA PURCHASE CONTRACT

COUNTY OF MOORE This Contract is made the 20th day of July, 2021, between the County of Moore, a political subdivision of the State of North Carolina (the "County"), and Badger Meter, Inc., a business corporation formed

under the laws of the State of Wisconsin and registered to business in the State of North Carolina (the "Seller"). 1. Description of Goods The Seller will transfer and deliver to the County, and the County, subject to the conditions set forth in this Contract, will take delivery and accept the Goods, as provided for in Attachments 1 through 4, which is attached hereto and incorporated by reference as if fully set forth herein. Attachment 1 Scope of Services

Attachment 2 Badger Meter Quotation #3224717 Attachment 3 Spreadsheet Attachment 4 Badger Meter Warranty

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

2. Term of Contract The term of this Contract is from July 20, 2021 through June 30, 2022. 3. Time of Delivery When County places orders, the Seller will deliver the Goods covered by this Contract and as requested by the County as expeditiously as possible--time is of the essence. Delivery will be made to Moore County Public Works, which is located at 5227 Hwy 15/501, in Carthage, North Carolina. The parties agree that time is of the essence. 4. Payment The County will pay the Seller up to \$167,648.00, which includes delivery, for the actual quantities of materials purchased at the unit prices shown in Attachment 1. Payment will occur within 30 days of delivery of the Goods. The County is responsible for the payment of any State of North Carolina taxes and registration fees.

5. Inspection

The County will have the right to inspect and test the Goods prior to acceptance. 6. Risk of Loss The risk of loss will pass to the County upon delivery of the Goods.

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7. Waiver

The failure by one party to require performance of any provision of this Contract will not affect that party's right to require performance at any time thereafter or to enforce other remedies available to it by law or under this Contract. In addition, no waiver of any breach or default of this Contract will constitute a waiver of any subsequent breach or default or a waiver of the provision itself. 8. Warranties The Seller represents and warrants that: a. It is a business corporation, validly existing and in good standing under the laws of the Wisconsin and is qualified and registered in good standing to do business in North Carolina; b. It has the requisite power and authority to execute, deliver and perform its obligations under this Contract; c. The Goods comply with all requirements set forth in this Contract; d. The Goods are free of defects in title, claims, liens, labor, material or fabrication; e. The Goods are suitable for the purposes intended; and f. The Goods are of merchantable quality. 9. Default

In the event the Seller defaults by one of the following, the County may, by written notice to the Seller, cancel all or any part of this order or exercise any other remedy allowed under North Carolina and federal law: a. Non-delivery, as required; b. Not providing adequate assurance of performance; or c. Breaches any term or condition of this Contract, 10. Assignment This Contract is not assignable by either party, by operation of law or otherwise. 11. Indemnification

To the fullest extent permitted by law, the Seller will indemnify and hold harmless the County, its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or arbitration) arising out of or resulting from this Contract or the actions of the Seller, its officials, employees, or contractors under this Contract or under contracts entered into by the Seller in connection with this Contract. This indemnification will survive the termination of this Contract. 12. Governing Law The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of the State of North Carolina. All actions relating to this Contract will be brought in the General Court of Justice in Moore County, North Carolina.

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13. Severability

If any provision of this Contract is held to be void, illegal, unenforceable, or in conflict with any law, the validity of the remaining portions and provisions of this Contract will not be affected. 14. Notices All notices which may be required by this Contract or any rule of law will be effective when received by certified mail sent to the following addresses: COUNTY: MOORE COUNTY PUBLIC WORKS ATTN: RANDY GOULD, DIRECTOR P.O. BOX 905 CARTHAGE, NC 28327

SELLER: BADGER METER, INC. ATTN: LEGAL 2626 GLENWOOD AVENUE, SUITE 500
RALEIGH, NC 27608 15. Non-Exclusive Agreement

The County and Seller acknowledge that this is a non-exclusive agreement. The County may purchase like or similar Goods from other sellers and the Seller may sell like or similar Goods to other buyers. 16. Modification This Contract can be modified or rescinded only by written agreement of the Parties. 17. Entire Agreement This Contract and Attachments 1 through 4 constitute the entire understanding between the parties and supersedes all prior understandings and agreements, whether oral or written, relating to the subject matter hereof.

18. Headings Subject headings are for convenience only and will not affect the construction or interpretation of any provision. The parties have expressed their agreement to these terms by causing this Contract to be executed by their

duly authorized officers or agents. This agreement is effective as of the date first written above.

SIGNATURES ARE ON THE FOLLOWING PAGE

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COUNTY OF MOORE BADGER METER, INC.

Francis R. Quis, Jr., Chairman
Korrine Fleming Board of Commissioners Assistant Secretary 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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ATTACHMENT 1

FN 21-0284 Page 5 of 5

Scope of Services Summary SPECIFICATIONS Contractor will supply the County with residential and commercial Badger water meters and accessories as specified in the Badger Meter Quotation #3224717 (Attachment 2) and Spreadsheet (Attachment 3). This contract includes line-item fees for the Beacon Meter Reading Services, licenses and Beacon Meter Reading Appurtenances which is included in Contractor's Quotation. The Goods and quantity of each to be sold by the Seller to the County, for this purchase of Badger water meters, are as follows:

Description Qty. Unit Price Total

BMI Part No. 101-8874 400 221.00 88,400.00

BMI Part No. 100-8365 50 165.00 8,250.00 BMI Part No. 100-5872 50 80.00 4,000.00 BMI Part No. 103-2034 10 265.00 2,650.00

BMI Part No. 100-9463 10 340.00 3,400.00

BMI Part No. 100-4308 10 765.00 7,650.00

BMI Part No. 103-7837 5 2,250.00 11,250.00

BMI Part No. 103-7615 5 2,725.00 13,625.00

BMI Part No. 100-1597 50 105.00 5,250.00 BMI Part No. 100-2810 50 135.00 6,750.00 BMI Part No. 101-3144 50 140.00 7,000.00

BMI Part No. 68886-501 12 175.00 2,100.00

BMI Part No. 68886-502 36 30.00 1,080.00

BMI Part No. 68886-301 208100 0.030 6,243.00

Total \$167,648.00

Attachments 2, 3, and 4 contains additional specifications, requirements, and details of the Purchase regarding this purchase.

DocuSign Envelope ID: 81075B51-B7B4-4EDC-B865-23DA5FA150D5

4545 W Brown Deer Road Milwaukee WI 53223
PO Box 245036 Milwaukee WI 53224-9536
Phone: 615-459-8288

Revised Date
To
MOORE COUNTY PUBLIC UTILITIES
P O BOX 1927
CARTHAGE
North Carolina 28327
Customer ID 00320832

Effective Dates 05-10-2021 - 07-30-2022
Salesperson Proposal Subject Shipping Terms / INCO Terms Payment Terms
007299 RON LILLEY Moore Co. NC Proposal PREPAY/NO CHARGE
FCA FACTORY
NET 30 DAYS
Line # Description Qty Unit Net Price
USD
Line Totals
USD

1

BMI Part No.: 101-8874
Description:
DS - Rcdl Disc Lead-Free Brz Alloy (NSF-61-372), BAB - MODEL 25- 5/8"
X 3/4-3/4 BORE (3/4 X 7-1/2) Potable, C1 - CAST IRON BOTTOM, 430 SS
(ONE) Plastic, XX - None, D3 - Badger Std (TS-135), Y2 - YR MFG 9D &
PBB HR-E LCD, DA - ORION ME MIGRATABLE, 2 - POLYMER LID /
POLYMER SHROUD (GREY) Torx Seal Screw, Sidewalk read, None, 1 -
Standard, 9 Dial - 0.01 Gal, E - 1,000 NY - YR MFG 9D BRCD IN, YR MFG
9D BRCD OUT Pit/Remote Thru Lid Kit, TF - TWIST TIGHT - 5 FT (MTR,
ASSY) AA - Ground/Ocean (Paused), B0A - BADGER METER STANDARD
(ID=B0A)
Cat String: DS-BAB-PC1P-XXD3-Y2-E1DA-2B1X1-9AE-NY-AG-TF-AA-
B0A

400 221.00 88,400.00
2

BMI Part No.: 100-8365
Description:
R4 - REGISTRATION FOR: BA1 - MODEL 25 HR-E LCD, DA - ORION ME

MIGRATABLE, 2 - POLYMER LID / POLYMER SHROUD (GREY) Torx Seal
Screw, 1 - Standard, 9 Dial - 0.01 Gal, E - 1,000 NX - YEAR OF MFG 9
DIGIT S/N BARCODED in, NONE out Pit/Remote Thru Lid Kit, TF - TWIST
TIGHT - 5 FT (MTR, ASSY) AA - Ground/Ocean (Paused), B0A - BADGER
METER STANDARD (ID=B0A) 12 - ORION ME/SE 24 PACK DEFAULT 16
Cat String: R4-BA1-E1DA-2B1-9AE-NX-AG-TF-AA-B0A

50 165.00 8,250.00

3

BMI Part No.: 100-5872

Description:

R4 - REGISTRATION FOR: BA1 - MODEL 25 HR-E LCD, CA - FOR
CONNECTIVITY TO ORION, 2 - POLYMER LID / POLYMER SHROUD
(GREY) Torx Seal Screw, 1 - Standard, 9 Dial - 0.01 Gal, E - 1,000 NX -
YEAR OF MFG 9 DIGIT S/N BARCODED in, NONE out None, TF - TWIST
TIGHT - 5 FT (MTR, ASSY) N/A B0A - BADGER METER STANDARD
(ID=B0A) 0 - NONE 24 PACK DEFAULT 16
Cat String: R4-BA1-E1CA-2B1-9AE-NX-XX-TF-XX-B0A

50 80.00 4,000.00

Domestic Quotation

Quotation No. 3224717

Thank you for your business!

This quotation is an offer made subject to the terms & conditions found on our website:

www.badgermeter.com/Company/Legal/Sales-Terms.aspx Quoted prices are firm for acceptance, via an order, within
the effective dates provided, shipping within 60 calendar days past the expiration of this quotation.

Page 1 of 3

ATTACHMENT 2DocuSign Envelope ID: 81075B51-B7B4-4EDC-B865-23DA5FA150D5

Line # Description Qty Unit Net Price

USD

Line Totals

USD

4

BMI Part No.: 103-2034

Description:

DS - Rcdl Disc Lead-Free Brz Alloy (NSF-61-372), DBB - MODEL 35- 3/4" (3/4 X 9) Potable, C1 - CAST IRON BOTTOM, 430 SS (ONE) Plastic, XX - None, D3 - Badger Std (TS-135), Y2 - YR MFG 9D & PBB HR-E LCD, DA - ORION ME MIGRATABLE, 2 - POLYMER LID / POLYMER SHROUD (GREY) Torx Seal Screw, Sidewalk read, None, 1 - Standard, 9 Dial - 0.01 Gal, E - 1,000 NN - YR MFG 9D BRCD IN, YR MFG 9D OUT Pit/Remote Thru Lid Kit, TF - TWIST TIGHT - 5 FT (MTR, ASSY) AA - Ground/Ocean (Paused), B0A - BADGER METER STANDARD (ID=B0A)

Cat String: DS-DBB-PC1P-XXD3-Y2-E1DA-2B1X1-9AE-NN-AG-TF-AA-B0A

10 265.00 2,650.00

5

BMI Part No.: 100-9463

Description:

DS - Rcdl Disc Lead-Free Brz Alloy (NSF-61-372), KCC - MODEL 70- 1" (1 X 10-3/4) Potable, C2 - CAST IRON BOTTOM, 430 SS (ALL) Plastic, XX - None, D3 - Badger Std (TS-135), Y2 - YR MFG 9D & PBB HR-E LCD, DA - ORION ME MIGRATABLE, 2 - POLYMER LID / POLYMER SHROUD (GREY) Torx Seal Screw, Sidewalk read, None, 1 - Standard, 9 Dial - 0.01 Gal, E - 1,000 NN - YR MFG 9D BRCD IN, YR MFG 9D OUT Pit/Remote Thru Lid Kit, TF - TWIST TIGHT - 5 FT (MTR, ASSY) AA - Ground/Ocean (Paused), B0A - BADGER METER STANDARD (ID=B0A)

Cat String: DS-KCC-PC2P-XXD3-Y2-E1DA-2B1X1-9AE-NN-AG-TF-AA-B0A

10 340.00 3,400.00

6

BMI Part No.: 100-4308

Description:

EU - E-Series Ultrasonic SS (NSF-61-372), EEA - 2" ELLIPTICAL (2 X 17) Potable, XX - None, X - NONE Encoder, DA - ORION ME MIGRATABLE, 1 - Standard, 9 Dial - 0.1 Gal, E - 1,000 A6 - BADGER STD (TS-424) Y2 - YR MFG 9D & PBB Pit/Remote Thru Lid Kit, TH - TWIST TIGHT - 10 FT (MTR, ASSY) B0A - BADGER METER STANDARD (ID=B0A)

Cat String: EU-EEA-PXXX-E5-DA-19BE-A6Y2-AGTH-AA-B0A

10 765.00 7,650.00

7

BMI Part No.: 103-7837

Description:

EB - E-Series Ultrasonic Lead Free Brz Alloy (NSF-61-372), EFD - 3"
ROUND (3 X 17) W/ TEST PLUG Potable, XX - None, X - NONE Encoder,
DA - ORION ME MIGRATABLE, 1 - Standard, 9 Dial - 0.1 Gal, E - 1,000 E3
- BADGER STD (TS-461) Y2 - YR MFG 9D & PBB Pit/Remote Thru Lid Kit,
TJ - TWIST TIGHT - 25 FT (MTR, ASSY) B0A - BADGER METER
STANDARD (ID=B0A)
Cat String: EB-EFD-PXXX-E5-DA-19BE-E3Y2-AGTJ-AA-B0A

5 2,250.00 11,250.00

8

BMI Part No.: 103-7615

Description:

EB - E-Series Ultrasonic Lead Free Brz Alloy (NSF-61-372), EGD - 4"
ROUND (4 X 20) W/ TEST PLUG Potable, XX - None, X - NONE Encoder,
DA - ORION ME MIGRATABLE, 1 - Standard, 9 Dial - 0.1 Gal, E - 1,000 E4
- BADGER STD (TS-462) Y2 - YR MFG 9D & PBB Pit/Remote Thru Lid Kit,
TJ - TWIST TIGHT - 25 FT (MTR, ASSY) AA - Ground/Ocean (Paused),
B0A - BADGER METER STANDARD (ID=B0A)
Cat String: EB-EGD-PXXX-E5-DA-19BE-E4Y2-AGTJ-AA-B0A

5 2,725.00 13,625.00

Domestic Quotation

Quotation No. 3224717

Thank you for your business!

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Page 2 of 3

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Line # Description Qty Unit Net Price

USD

Line Totals

USD

9

BMI Part No.: 100-1597

Description:

E4 - Endpoint Only, For Encoder, DA - ORION ME MIGRATABLE, Pit/
Remote Thru Lid Kit, TA - TWIST TIGHT - 8 IN (EP) AA - Ground/Ocean
(Paused), B0A - BADGER METER STANDARD (ID=B0A) 12 - ORION
ME/SE 24 PACK DEFAULT 16

Cat String: E4-4E-DA-AG-TAAA-B0A

50 105.00 5,250.00

10

BMI Part No.: 100-2810

Description:

E4 - Endpoint Only, For Encoder, AB - ORION CELLULAR-LTE M, Pit/
Remote Thru Lid Kit, TA - TWIST TIGHT - 8 IN (EP) AA - Ground/Ocean
(Paused), B0A - BADGER METER STANDARD (ID=B0A)

Cat String: E4-4E-AB-AG-TAAA-B0A

50 135.00 6,750.00

11

BMI Part No.: 101-3144

Description:

E4 - Endpoint Only, For Encoder, AH - ORION CELLULAR-LTE MS Pit/
Remote Thru Lid Kit, TA - TWIST TIGHT - 8 IN (EP) AA - Ground/Ocean
(Paused), B0A - BADGER METER STANDARD (ID=B0A) 13 - ORION LTE
24 PACK DEFAULT 16

Cat String: E4-4E-AH-AG-TAAA-B0A

50 140.00 7,000.00

12

BMI Part No.: 68886-501

Description: MOBILE READ MODULE SERVICE UNITS

12 175.000 2,100.00

13

BMI Part No.: 68886-502

Description: USER LOGIN ANNUAL LICENSE SERVICE UNITS

36 30.000 1,080.00

BMI Part No.: 68886-301

Description: BEACON MBL HOSTING SERV UNIT

208100 0.030 6,243.00

Notes and Assumptions

If applicable, sales tax and freight, if included on the proposal, is an estimate and will be recalculated based on rates and tax status in effect at the time of invoicing.

Actual lead time to be provided at time of order.

To aid in processing your order, please include the Quote number on the PO that is submitted for this proposal.

If you would like to place an order, please contact us at 615-459-8288 or at utilitydist@badgermeter.com

Domestic Quotation

Quotation No. 3224717

Thank you for your business!

This quotation is an offer made subject to the terms & conditions found on our website:

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Page 3 of 3

DocuSign Envelope ID: 81075B51-B7B4-4EDC-B865-23DA5FA150D5

Description	Qty	Unit	Price	SubTotal
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TAPS

1 Model 25 5/8" Meter(with Transponder)	400	221\$	88,400\$
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4 Model 35 3/4" Meter	10	265\$	2,650\$
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5 Model 70 1" Meter	10	340\$	3,400\$
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TAPS 94,450\$

DISTRIBUTION

2 Register DA for ME	50	165\$	8,250\$
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3 Register CA	50	80\$	4,000\$
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6 2" Ultrasonic	10	765\$	7,650\$
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7 3" Ultrasonic	5	2,250\$	11,250\$
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8 4" Ultrasonic	5	2,725\$	13,625\$
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9 Endpoint for Encoder DA	50	105\$	5,250\$
---------------------------	----	-------	---------

10 Endpoint for Encoder CA	50	135\$	6,750\$
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11 Endpoint for Encoder AH Cellular	50	140\$	7,000\$
-------------------------------------	----	-------	---------

12 Mobile Read Module Service Units	12	175\$	2,100\$
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13 User Login Annual License	36	30\$	1,080\$
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14 Beacon Hosting Service	208100	0.03\$	6,243\$
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DISTRIBUTION 73,198\$

TOTAL 167,648\$

502944

Badger Quote FY 2021-22

ATTACHMENT 3

DocuSign Envelope ID: 81075B51-B7B4-4EDC-B865-23DA5FA150D5

ORI-WR-02406-EN-05 (November 2020)Badger Meter Warranty

ORION® Water Products

with BEACON AMA®

PRODUCTS

This warranty shall apply to Badger Meter ORION® series AMR/AMI Water Endpoints, Endpoint Assemblies, reading hardware, and software for a BEACON® AMA system, sold on or after November 4, 2020.

ORION series AMR/AMI Water Endpoints include Fixed Network (SE), Migratable (ME), and Classic (CE). Endpoint Assemblies are Water Endpoints factory-connected to Badger Meter HR-E® LCD, and HR-E® encoders.

This warranty is not transferable and is extended only to utilities, municipalities, other commercial users and authorized distributors, hereafter referred to as “Customer” and does NOT apply to consumers or any person or entity who is not an original Customer of Badger Meter or its authorized distributors.

MATERIAL AND WORKMANSHIP

Badger Meter warrants all ORION series AMR/AMI Water Endpoints including battery, Endpoint Assemblies, reading hardware and software, hereafter referred to as “Product(s)” as listed below, to be free from defects in material and workmanship for the time period stated.

ORION Water Endpoints¹, 2 20 years and 6 months after shipment

ORION Endpoint Assemblies¹ 20 years and 6 months after shipment

ORION Cellular LTE-MP Endpoints 10 years and 6 months after shipment

Trimble® T10 Tablet³ 3 years after shipment

Panasonic Toughbook® Laptop for

BEACON AMA Mobile Solution³ 3 years after shipment

Trimble® Ranger 7 Handheld³ 3 years after shipment

Trimble Yuma 7 Tablet³ 3 years after shipment

ORION ME, CE Modules³ for Trimble Yuma 7 Tablet and

Trimble Ranger 7 Handheld

3 years after shipment

ORION Mobile Migratable (ME) Transceiver Kit³ or Classic (CE) Receiver Kit³

3 years after shipment

Trimble® Ranger 3 Handheld³ and

Charging Cradle 3 years after shipment

ORION Fixed Network (SE)

Gateway Transceiver 1 year after shipment

1 Water Endpoints, Endpoint Assemblies and Endpoint batteries—collectively ORION

Water Endpoint Products—are warranted to be free from defects in material and workmanship for twenty (20) years and six (6) months after shipment from

Badger Meter. Badger Meter will repair or replace, at its discretion, a non-performing ORION Water Endpoint Product at no cost during the first ten (10) years, and at a

prorated price during the last ten (10) years of the warranty. Badger Meter will apply

these prorated price discounts to the ORION Water Endpoint Product list prices at the

time of ORION Water Endpoint Product return and according to the following prorated price discount schedule: Years 11 through 12 - 75% discount; Years 13 through 15 - 50% discount; Year 16 - 40% discount; Year 17 - 30% discount; Year 18 - 20% discount; and Years 19 through 20 - 10% discount. Replacement Products are warranted for and under the balance of the original applicable Product warranty.

2 ORION Water Endpoints that are sold factory-connected to an E-Series® meter are warranted per the 20-year proration shown above. Refer to the appropriate E-Series Ultrasonic Meter warranty for meter, electronics and battery coverage.

3 Batteries, antennas, cables and accessories warranty is limited to 12 months from the date of shipment.

PRODUCT RETURNS

Product failures must be proven and verified to the satisfaction of Badger Meter. The Badger Meter obligation hereunder shall be limited to such repair and replacement and shall be conditioned upon Badger Meter receiving written notice of any asserted defect within 10 (ten) days after its discovery. This exclusive remedy shall not be deemed to have failed its essential purpose so long as Badger Meter is willing and able to replace the defective Product for the Customer within a reasonable time, after receipt of proof that a defect is involved. Product returns must be shipped by the Customer prepaid F.O.B. to the nearest Badger Meter factory or distribution center. The Customer shall be responsible for all direct and indirect costs associated with removing the Product and reinstalling the repaired or replacement Product.

LIMITS OF LIABILITY

This warranty shall not apply to any Product repaired or altered by any Party other than Badger Meter. The foregoing warranty applies only to the extent that the Product is installed, serviced and operated strictly in accordance with Badger Meter instructions. The warranty shall not apply and shall be void with respect to Products exposed to conditions other than those detailed in Product technical literature or which have been subject to vandalism, negligence, accident, acts of God, improper installation, operation or repair, alteration or other circumstances which are beyond the reasonable control of Badger Meter. With respect to products not manufactured by Badger Meter, the warranty obligations of Badger Meter shall in all respects conform and be limited to the warranty extended to Badger Meter by the supplier.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES WHATSOEVER, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE (except warranties of Title).

Any description of the Product, whether in writing or made orally by Badger Meter or its agents, specifications, samples, models, bulletins, drawings, diagrams, engineering sheets or similar materials used in connection with any Customer's order are for the sole purpose of identifying the Product and shall not be construed as an express

warranty. Any suggestions by Badger Meter or its agents regarding use, application or suitability of the Product shall not be construed as an express warranty unless confirmed to be such, in writing, by Badger Meter.

Exclusion of Consequential Damages and Disclaimer of Other Liability

The liability of Badger Meter with respect to breaches of the foregoing warranty shall be limited as stated herein. Badger Meter's liability shall in no event exceed the contract price. BADGER METER SHALL NOT BE SUBJECT TO AND DISCLAIMS: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY, (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY BADGER METER, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL AND CONTINGENT DAMAGES WHATSOEVER.

ATTACHMENT 4DocuSign Envelope ID: 81075B51-B7B4-4EDC-B865-23DA5FA150D5

www.badgermeter.com

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ORION® Water Products with BEACON AMA®

SMART WATER IS BADGER METER

DocuSign Envelope ID: 81075B51-B7B4-4EDC-B865-23DA5FA150D5

Certificate Of Completion

Envelope Id: 81075B51B7B44EDCB86523DA5FA150D5 Status: Sent

Subject: Please DocuSign: 6-29-21 Contract - PW - Badger Meter Inc. - Water Meters FINAL.pdf

Source Envelope:

Document Pages: 11 Signatures: 1 Envelope Originator:

Certificate Pages: 6 Initials: 0 Cheryl Zielsdorf

AutoNav: Enabled

Envelopeld Stamping: Enabled

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

czielsdorf@moorecountync.gov

IP Address: 65.191.164.50

Record Tracking

Status: Original

7/7/2021 2:05:41 PM

Holder: Cheryl Zielsdorf

czielsdorf@moorecountync.gov

Location: DocuSign

Signer Events Signature Timestamp

Randy Gould

rgould@moorecountync.gov

Security Level: Email, Account Authentication

(None)

Completed

Using IP Address: 184.2.42.2

Sent: 7/7/2021 2:12:00 PM

Viewed: 7/7/2021 2:20:03 PM

Signed: 7/7/2021 2:20:10 PM

Electronic Record and Signature Disclosure:

Accepted: 2/16/2018 12:47:43 PM

ID: c309a3f6-3097-4cf0-a15f-47e34520daff

Korrine Fleming

kffleming@badgermeter.com

Assistant Secretary

Security Level: Email, Account Authentication

(None)Signature Adoption: Pre-selected Style

Using IP Address: 66.162.230.244

Sent: 7/7/2021 2:20:12 PM

Viewed: 7/7/2021 4:29:25 PM

Signed: 7/7/2021 4:29:36 PM

Electronic Record and Signature Disclosure:

Accepted: 7/7/2021 4:29:25 PM

ID: 3dad2276-1a02-497d-8f0f-2171fec00fd4

Caroline Xiong

cxiong@moorecountync.gov

Security Level: Email, Account Authentication

(None)

Sent: 7/8/2021 5:18:30 PM

Viewed: 7/8/2021 6:28:53 PM

Electronic Record and Signature Disclosure:

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

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

Laura Williams

clerktoboard@moorecountync.gov

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events Signature Timestamp

In Person Signing Host:

Laura Williams

clerktoboard@moorecountync.gov

In Person Signer:

Francis R. Quis, Jr., Chairman

Security Level: In Person

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Editor Delivery Events Status Timestamp
Agent Delivery Events Status Timestamp
Intermediary Delivery Events Status Timestamp
Certified Delivery Events Status Timestamp
Carbon Copy Events Status Timestamp

Christopher Fuller

cfuller@moorecountync.gov

Security Level: Email, Account Authentication
(None)

Sent: 7/7/2021 2:12:00 PM

Viewed: 7/7/2021 2:14:22 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Laura Williams

clerktoboard@moorecountync.gov

Clerk to the Board

County of Moore

Security Level: Email, Account Authentication
(None)

Sent: 7/7/2021 2:12:01 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Mary Munz

mmunz@moorecountync.gov

Security Level: Email, Account Authentication
(None)

Sent: 7/7/2021 2:12:00 PM

Viewed: 7/7/2021 3:15:31 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Misty Leland

mistyleland@moorecountync.gov

County Attorney

County of Moore

Security Level: Email, Account Authentication
(None)

Sent: 7/7/2021 2:12:00 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Robbie Baker

rbaker@moorecountync.gov

Security Level: Email, Account Authentication
(None)

Sent: 7/7/2021 2:12:01 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Scott Forest

sforrest@moorecountync.gov

Security Level: Email, Account Authentication

(None)

Sent: 7/7/2021 2:12:01 PM

Electronic Record and Signature Disclosure:

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Caroline Xiong

cxiong@moorecountync.gov

Security Level: Email, Account Authentication

(None)

Sent: 7/7/2021 4:29:38 PM

Electronic Record and Signature Disclosure:

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

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

Carbon Copy Events Status Timestamp

Terra Vuncannon

tvuncannon@moorecountync.gov

Deputy Finance Officer

Security Level: Email, Account Authentication

(None)

Sent: 7/8/2021 5:18:31 PM

Electronic Record and Signature Disclosure:

Accepted: 7/8/2021 5:16:24 PM

ID: c5f33b1d-a8a1-454a-8adc-3bfb3941e73b

Witness Events Signature Timestamp

Notary Events Signature Timestamp

Envelope Summary Events Status Timestamps

Envelope Sent Hashed/Encrypted 7/7/2021 2:12:01 PM

Payment Events Status Timestamps

Electronic Record and Signature Disclosure

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

Electronic Record and Signature Disclosure created on: 2/7/2018 9:07:37 AM

Parties agreed to: Randy Gould, Korrine Fleming, Caroline Xiong, Caroline Xiong, Terra Vuncannon

electronically from us.

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

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

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

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

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

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from Carahsoft obo County of Moore - IT Department

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

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

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

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

Required hardware and software

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

Vista®; Mac OS® X

Browsers: Final release versions of Internet Explorer® 6.0

or above (Windows only); Mozilla Firefox 2.0

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

above (Mac only)

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

Screen Resolution: 800 x 600 minimum

Enabled Security Settings: Allow per session cookies

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

Acknowledging your access and consent to receive materials electronically

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

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

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

Agenda Item: Meeting Date: MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: D. Scot Brooks / D. Bryan Phillips DATE: July 13, 2021 SUBJECT: Hurricane Florence Hazard Mitigation Grant Program (HMPG)

REQUEST: Approve for the Finance Department to award the "Demolition" bid to Carolina Construction and Restoration LLC who is the lowest responsible bidder for up to thirteen (13) homes and allow the Chairman to sign a contract as prepared by the County Attorney. BACKGROUND: The HMGP is a federal grant program designed to help with the mitigation of disasters in declared counties including Moore County secondary to Hurricane Florence. FEMA will pay 75% and the State of North

Carolina will pay 25% to reconstruct, elevate, or acquire properties damaged or destroyed by Hurricane Matthew. Public informational meetings were performed by State and FEMA staff. Resident Applications, Damage Assessments and Cost vs. Benefits Analysis were performed to prioritize the projects.

IMPLEMENTATION PLAN:

FEMA and State EM staff has approved thirteen (13) structures and the County has worked through the lengthy process of assisting the residents through the mitigation process and acquiring a total of nine (9) homes with one still pending. FINANCIAL IMPACT STATEMENT: The HMPG is a federal and state grant with no cost to Moore County other than the administrative oversight of the grant. FEMA and State Emergency Management staff manages the program throughout the process.

RECOMMENDATION SUMMARY: Approve for the Finance Department to award the "Demolition" bid to Carolina Construction and Restoration LLC who is the lowest responsible bidder for up to thirteen (13) homes and allow the Chairman to sign a contract as prepared by the County Attorney. SUPPORTING ATTACHMENTS: Bid Documents

21-0317

STATE OF NORTH CAROLINA CONTRACT FOR SERVICES COUNTY OF MOORE

This Contract is entered into the 20th day of July, 2021, between the County of Moore, a political subdivision of the State of North Carolina (the "County"), and Carolina Construction & Restoration, LLC

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

2. TERM OF CONTRACT The term of this Contract is from July 20, 2021 through March 30, 2022. This Contract is subject to the availability of funds to purchase the specified Services and may be

terminated at any time during the term upon thirty (30) days' notice if such funds become unavailable. 3. PAYMENT TO CONTRACTOR During the term of this Contract, the Contractor will receive from the County an amount not to exceed \$150,225.00 as full compensation for the provision of services as provided herein. The County agrees to pay at the rates specified for Services, satisfactorily performed or provided, in accordance with this Contract. Unless otherwise specified, the Contractor will submit an itemized invoice to the County by the end of the month during which Services are performed or provided. Payment will be processed promptly upon receipt and approval of the invoice by the County. 4. INDEPENDENT CONTRACTOR The County and Contractor agree that the Contractor is an independent contractor and will not represent itself as an agent or employee of the County for any purpose in the performance of the Contractor's duties under this Contract. Accordingly, the Contractor will be responsible for payment of all federal, state and local taxes as well as business license fees arising out of the Contractor's activities in accordance with this Contract. For purposes of this Contract taxes will include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes.

The Contractor, as an independent contractor, will perform all services in a professional manner and in accordance with the standards of applicable professional organizations and licensing agencies. 5. INSURANCE The Contractor will maintain Workers' Compensation Insurance for all of the Contractor's

employees. The Workers' Compensation Insurance will be in the amounts prescribed by the laws of the State of North Carolina. The Contractor will maintain, at its expense, the following minimum insurance coverage:

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21-0317

Bodily Injury \$1,000,000.00 per occurrence

Property Damage \$100,000.00 per occurrence Bodily Injury/Property Damage

\$1,000,000.00 combined single limit per occurrence General Liability \$1,000,000 per occurrence / \$2,000,000 aggregate

Auto Liability \$1,000,000 any covered automobile. Umbrella Coverage \$5,000.000

Workers Compensation Limits provided should be coverage: A - \$500,000

B - \$500,000

C – Statutory Professional liability insurance will be required whenever the Contractor is required to be certified, licensed, or registered by a regulatory entity or where the Contractor's error in judgment, planning, design, or etc. could result in economic loss to the County. If professional liability insurance is required, the coverage must provide for no less than \$1,000,000.00 combined single limit per occurrence. The Contractor agrees to furnish the County proof of compliance with the insurance coverage requirements of this Contract upon request. The Contractor, upon request by the County, will furnish a certificate of insurance from an insurance company, licensed to do business in the State of North Carolina and acceptable to the County, verifying the existence of the insurance coverage required by the County. The certificate will provide for sixty (60) days advance notice in the event of termination or cancellation of coverage.

6. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor will indemnify and hold harmless the County, its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or arbitration) arising out of or resulting from the performance of this Contract or the actions of the Contractor, its officials, employees, or contractors under this Contract or under the contracts entered into by the Contractor in connection with this Contract. This indemnification will survive the termination of this Contract. 7. HEALTH AND SAFETY The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing Services under this Contract. 8. E-VERIFY Pursuant to North Carolina General Statute § 143-133.3, E-verify Compliance, the County may not enter into a contract unless the contractor, and the contractor's subcontractors under the contract, comply

with the requirements of Article 2 of Chapter 64 of the General Statutes. The Contractor represents and warrants that it is in compliance with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, the Contractor warrants that any subcontractors used by the Contractor will be in compliance with the requirements of Article 2 of Chapter 64 of the General Statutes. 9. IRAN DIVESTMENT ACT CERTIFICATION The Contractor certifies that: (i) the Contractor is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. § 147-86.58 (the "Final Divestment List"), and (ii) the Contractor will not utilize any subcontractor performing work under this Contract, which is listed on the Final Divestment

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

www.nctreasurer.com/iran and should be updated every 180 days. 10. NON-DISCRIMINATION IN EMPLOYMENT

During the performance of this Contract, the Contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, or disability. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, age, national origin, or disability. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. (b) The Contractor will, in all solicitations or advertisements for

employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, age, national origin, or disability.

(c) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall

post copies of the notice in conspicuous places available to employees and applicants for employment. (d) The

Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965,

and of the rules, regulations, and relevant orders of the Secretary of Labor. (e) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. (f) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with the procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non-compliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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11. GOVERNING LAW The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of the State of North Carolina. All actions relating to this

Contract in any way will be brought in the General Courts of Justice in the County of Moore and the State of North Carolina.

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

12. COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

During the performance of this Contract, the Contractor agrees as follows: (a) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. (b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a) of this section, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$10.00 for each calendar day in which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section. (c) Withholding of unpaid wages and liquidated damages. The Federal Emergency Management Agency, North Carolina Department of Public Safety, or the County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section. (d) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and also a clause requiring the subcontractors to include those clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by

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21-0317

any subcontractors or low tier subcontractors with the clauses set forth in paragraphs (a) through (d) of this section. 13. SUSPENSION AND DEBARMENT This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R.

§180.995), or its affiliates (defined at 2 C.F.R. §180.905) are excluded (defined at 2 C.F.R. §180.940) or disqualified (defined at 2 C.F.R. §180.935). The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subchapter C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subchapter C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the North Carolina Department of Public Safety and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provisions requiring such compliance in its lower tier covered transactions.

14. BYRD ANTI-LOBBYING AMENDMENT Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contracts, grant, or any other award covered by 31 U.S.C. §1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the recipient.

15. ACCESS TO RECORDS The following access to records requirements apply to this Contract: (a) The Contractor agrees to provide the North Carolina Department of Public Safety, the County, the Federal Emergency Management Agency (FEMA) Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of

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21-0317

the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. (b) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. (c) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under this Contract. 16. DEPARTMENT OF HOMELAND SECURITY (DHS) SEAL, LOGO, AND FLAGS The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific Federal Emergency Management Agency (FEMA) pre-approval. 17. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives. 18. NO OBLIGATION BY THE FEDERAL GOVERNMENT The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the Contract. 19. FRAUD AND FALSE OR FRAUDULENT OR RELATED ACTS The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract. 20. TERMINATION OF AGREEMENT This Contract may be terminated, without cause, by either party upon thirty (30) days written notice to the other party. This termination notice period will begin upon receipt of the notice of termination. Such a termination does not bar either party from pursuing a claim for damages for breach of the Contract. This Contract may be terminated, for cause, by the non-breaching party notifying the breaching party of a substantial failure to perform in accordance with the provisions of this Contract and if the failure is not corrected within ten (10) days of the receipt of the notification. Upon such termination, the parties will be entitled to such additional rights and remedies as permitted by law. Termination of this Contract, either with or without cause, will not form the basis of any claim for loss of anticipated profits by either party. 21. SUCCESSORS AND ASSIGNS The Contractor will not assign its interest in this Contract without the written consent of the County.

The Contractor has no authority to enter into contracts on behalf of the County.

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21-0317

22. COMPLIANCE WITH LAWS The Contractor represents that it is in compliance with all Federal, State, and local laws, regulations or orders, as amended or supplemented. The implementation of this Contract will be carried out in strict

compliance with all Federal, State, or local laws regarding discrimination in employment. 23. NOTICES All notices which may be required by this Contract or any rule of law will be effective when received by certified mail sent to the following addresses: COUNTY OF MOORE: MOORE COUNTY PUBLIC SAFETY ATTN: D. BRYAN PHILLIPS, DIRECTOR P.O. BOX 905 CARTHAGE, NC 28327 CONTRACTOR: CAROLINA CONSTRUCTION & RESTORATION, LLC ATTN: LEGAL 311 W. FRONT STREET LILLINGTON, NC 27546

24. AUDIT RIGHTS For all Services being provided under this Contract, the County has the right to inspect, examine, and

make copies of any and all books, accounts, invoices, records and other writings relating to the performance of those Services. Audits will take place at times and locations mutually agreed upon by both parties. The Contractor must make the materials to be audited available within one (1) week of the request for them.

25. COUNTY NOT RESPONSIBLE FOR EXPENSES The County will not be liable to the Contractor for any expenses paid or incurred by the Contractor unless otherwise agreed in writing. 26. EQUIPMENT The Contractor will supply, at its sole expense, all equipment, tools, materials, and supplies required to provide contracted Services unless otherwise agreed in writing. 27. PRIORITY OF DOCUMENTS In the event of any inconsistency between the Contract and any attachment to the Contract, the Contract

will have priority. 28. SEVERABILITY If any provision of this Contract shall be determined to be unenforceable by a court of competent jurisdiction, such determination will not affect any other provision of this Contract.

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21-0317

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

30. ENTIRE AGREEMENT This Contract and Attachments 1 and 2 constitute the entire understanding between the parties and supersedes all prior understandings and agreements, whether oral or written, relating to the subject matter hereof. 31. AMENDMENT This Contract may only be amended by the written mutual agreement of the parties. 32. DRAFTED BY BOTH PARTIES This Contract is deemed to have been drafted by both parties and no interpretation will be made to the contrary.

33. HEADINGS

Subject headings are for convenience only and will not affect the construction or interpretation of any provision. The parties have expressed their agreement to these terms by causing this Contract to be executed by their duly authorized officers or agents. This Contract is effective as of the date first written above. COUNTY OF MOORE CAROLINA CONSTRUCTION & RESTORATION, LLC _____

_____, Francis R. Quis, Jr., Chairman James L Taylor, Jr., Owner Board of Commissioners ATTEST: _____

Laura M. Williams Clerk to the Board \s2 PREAUDIT CERTIFICATE This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act. \s3\ Finance Officer

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ATTACHMENT 1

FN 21-0317

SCOPE OF SERVICES The Contractor will provide all necessary supervision, labor, materials, and equipment required to provide

demolition and removal services of up to thirteen (13) structures in support of a Hazard Mitigation Grant Program (HMGP) 4393-0004-R project, funded by the Federal Emergency Management Agency (FEMA). The purpose of these projects is to assist voluntary homeowners relocate outside of their current flood risk by acquiring and demolishing their current residential structures. There is currently a potential of thirteen (13) structures that will need to be demolished immediately. Ten (10) of the thirteen (13) sites are confirmed immediate demolition projects.

The Contractor will provide the following services:

Demolition of residential structures, including attached and unattached improvements;

Removal of demolition debris to an approved landfill (this includes debris from the demolition of houses, garages, driveways, sidewalks and above-grade concrete slabs);

Removal of septic tanks (if not removed, floors and walls must be cracked or crumbled so the tank will not hold water, and be filled with sand or another clean fill);

Removal of all underground electrical and gas piping

Removal of all structure foundation and basement walls to at least 1 foot below the finish grade of the site;

Removal of only those trees that restrict the demolition work on any structure;

Termination of all abandoned utilities at least 2 feet below the finish grade of the site.

Grading, leveling, and site stabilization of all demolition sites, including seeding grass. Attachment 2 contains the costs associated with the demolition and removal of up to thirteen (13) structures involved in the grant project listed above.

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ATTACHMENT 2

21-0317

COSTS OF DEMOLITION BY SITE

SITE (by Street Number) COST Mobilization cost per site TOTAL COST PER SITE

114 \$2,500.00 \$525.00 \$3,025.00

120 12,000.00

525.00

12,525.00

125 8,000.00 525.00

8,525.00

131 12,650.00 525.00

13,175.00

133 20,500.00 900.00 21,400.00

136 19,250.00 900.00 20,150.00

151 7,250.00 525.00

7,775.00

156 13,750.00 525.00

14,275.00

169 8,250.00 525.00

8,775.00

197 9,200.00 525.00

9,725.00

208 8,800.00 525.00

9,325.00

250 13,000.00 525.00

13,525.00

301 7,500.00 525.00

8,025.00

TOTAL ALL SITES \$142,650.00 \$7,575.00 \$150,225.00

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Agenda Item: Meeting Date: 07/20/2021 MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Laura M. Williams, Clerk

DATE: 07/09/2021 SUBJECT: Appointments / Tax Administrator

REQUEST: Adopt a resolution authorizing the appointment of Gary Briggs to serve as Tax Administrator for a term of four years.

BACKGROUND: Gary Briggs' current term of appointment as Tax Administrator expires this month. He has served one four-year term and previously served a two-year term. The position of acting Tax Administrator within Moore County serves as both the Tax Assessor and the Tax Collector and North Carolina General Statutes provide directions and requirements for the positions of Tax Assessor (105-294) and Tax Collector (105-349). Gary Briggs meets the qualifications to be appointed as Tax Assessor for a maximum period of four years and also fulfills the requirements to serve as Tax Collector for a period to be established by the Board of Commissioners. Upon appointment, the Tax Administrator shall

take an oath of office as described in both NCGS 105-294 and 105-349. IMPLEMENTATION PLAN:

Upon appointment of Gary Briggs, the Oath of Office will be administered by the Clerk to the Board. and execution of bond to serve as Collector will be facilitated. FINANCIAL IMPACT STATEMENT:

The FY 2022 budget includes funding for the position of Tax Administrator. RECOMMENDATION SUMMARY:

Make a motion to adopt the 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. SUPPORTING ATTACHMENTS:

- Resolution
- NCGS 105-294 County Assessor
- NCGS 105-349 Appointment, term, qualifications, and bond of tax collectors and deputies
- Oath of Office

County of Moore North Carolina

Resolution Authorizing the Appointment of a Tax Administrator

WHEREAS, Gary Briggs has successfully served as Moore County Tax Administrator for a term of four years and served previously a term of two years; and

WHEREAS, Gary Briggs' current term expires July 2021; and

WHEREAS, pursuant to the laws and North Carolina General Statutes, the Tax Administrator shall be responsible for the listing, appraisals and assessments of all real property, personal property, and motor vehicles in the County; and for the collection of all taxes for each property type within the County; and for the revaluation of all real property in the County; and

WHEREAS, pursuant to North Carolina General Statutes, the Tax Administrator shall serve at the pleasure of the Board of Commissioners; and

WHEREAS, a Tax Administrator (Assessor) who is certified by the North Carolina Department of Revenue may be appointed for a term of no less than 2 years and no more than four years; and

WHEREAS, Gary Briggs is certified by the North Carolina Department of Revenue and therefore may serve as acting Tax Administrator for a term of no more than four years.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Moore County that Gary Briggs is appointed as acting Tax Administrator for Moore County for a period of four years.

BE IT FURTHER RESOLVED that the beginning salary for this appointment term for this position for Gary Briggs shall be \$103,000.00 and shall be subject to cost-of-living and other employee benefit adjustments subsequently approved by the Board of Commissioners.

ADOPTED this 20th day of July 2021.

Commissioners

Frank Quis, Chairman

Moore County Board of

ATTEST:

Laura M. Williams, Clerk to the Board

STATE OF NORTH CAROLINA COUNTY OF MOORE

OATH MOORE COUNTY TAX ADMINISTRATOR

I, Gary Briggs, do solemnly swear that I will support and maintain the Constitution and laws of the United States, and the Constitution and laws of North Carolina not inconsistent therewith; and that I will faithfully discharge the duties of my office as Tax Administrator for the County of Moore, North Carolina, so help me God.

I, Gary Briggs, do further solemnly swear that I will well and truly execute the duties of the office of Tax Administrator according to the best of my skill and ability, according to law; and that I will not allow my actions as Tax Administrator to be influenced by personal or political friendships or obligations, so help me God.

Gary Briggs

Subscribed and sworn to before me this the 20th day of July 2021.

Laura M. Williams, Clerk Moore County Board of Commissioners

Agenda Item: Meeting Date: 07/20/2021

MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Laura M. Williams, Clerk DATE: 07/13/2021 SUBJECT: Appointments / Convention & Visitors' Bureau Board

REQUEST:

Appoint member to the Convention & Visitors Bureau (CVB) Board.

BACKGROUND: Member Tom Beddow's term expired June 30, 2021. He served in one of the two positions held by

individuals interested in the tourist business who have demonstrated an interest in tourist

development but do not own or operate a taxable tourist accommodation. IMPLEMENTATION PLAN:

Clerk will make notification of appointment and update records.

RECOMMENDATION SUMMARY: Make a motion to appoint a member to the CVB Board for a three-year term.

ATTACHMENTS: Appointment Applications

BRANCH, Don Everett

Retired

Former Vice President and Chief Marketing Officer

3M Corporate Marketing-Sales

As a business leader at 3M, Don Branch retired after 37 years of experience positioning the company for growth and cultivating new opportunities. Over half of Don's career was spent working internationally in 65+ countries providing him a keen understanding of markets and competition; people and cultures; and socio-political and economic situations.

As 3M's Chief Marketing Officer, Don's extensive commercial and consumer leadership experience prepared him to lead a diverse, high-performance team, managing complex marketing operations worldwide. He expanded 3M's marketing capabilities while exploring ways to communicate the company's unique position in inventing the future. This led the company to establish a new brand positioning that is now in use worldwide, "3M Science, Applied to Life™".

Don began his career with 3M as a member of the original sales force that launched the Post-it® Note. Progressing through many sales and marketing roles he then led the company's Consumer and Office Business Group in Asia and West Europe and also led 3M's Home Environment Markets Division which managed the Filtrete® Brand. Don is named on two patents and is a Six Sigma Master Black Belt.

Born in Mississippi and raised in Louisiana, Branch went to Louisiana Tech University and completed graduate level coursework at the Engsholm Management Institute in Stockholm, Sweden. Don is married to Linda Branch, his lifelong golf partner and resides full time in Pinehurst, NC.

John Misiaszek

744 Mimosa Dr. Vass, NC 28394

9102456595 9102456595

jmisiaszek@embarqmail.com retired

I'm a retired CPA. Was Chief Financial Officer for a public company in Rochester, NY. Served on the Board of the Seneca Zoo Society in Rochester. During my term we began a fund raising campaign that raised \$8,00,000 for a new exhibit. That attraction hosted more than 300,000 visitors each year. Our annual "Zoofest" generated many, many thousands of \$'s

06/14/2021

Warren Lewis

215 NE Broad St, Southern Pines, NC 28387

910-692-5240 910-603-4361

whl215@gmail.com Chef-Restaurant Owner

23 years as a successful Chef-Restaurant owner in Southern Pines. Extensive travel experience.

06/01/2021

Patrick A. Corso
P.O. Box 2316, Pinehurst, NC 28370
910-295-4326 910-695-5299
pcorso@nc.rr.com Retired as of May 21, 2021
See Bio

04/27/2021

PATRICK CORSO BIO

Pat and his family came to Moore County in 1986 and was named President of Pinehurst Resort in 1987 a position he held for 17 years. During his tenure, he oversaw the restoration of the resort and its return to prominence. He captained the effort in recruiting major championship golf events for Pinehurst including the 1999 and 2005 US Open Championships. He served as the General Chairman of the 1999 US Open won by Payne Stewart.

He and a partner formed National Resort Management in 2005 and managed PGA National Resort in Palm Beach Gardens, Florida and the Mount Washington Resort in Bretton Woods, New Hampshire. In 2011 he became Executive Director of Moore County Partners in Progress, a public/private partnership for economic development and served in that capacity until he retired in May of 2021.

Pat has chaired the North Carolina Travel & Tourism Board and served on the North Carolina Economic Development Board (2002-2004 & 2013) as well as the State Chamber Commerce Boards in both North Carolina and New Hampshire and is a graduate of Leadership New Hampshire. He was appointed by the Governor of North Carolina to the founding board of the Economic Development Partnership of NC and is Past Chairman of the American Hotel & Lodging Association Resort Committee.

He is past President of the Given Library and Tufts Archives, past Chair of the Boys & Girls Club of the Sandhills and board member of First Health Physicians Group & Quality First Committee, Moore County Chamber of Commerce, Regional Work Force Development Board and the Moore County Airport Authority. Pat is Chairman of University of North Carolina Pembroke Board of Trustees.

In 2003 he was named one of 40 North Carolina Tourism Leaders of the 20th Century by Appalachian State University. He received the Boy Scouts of America Distinguished Citizen of the Year award in 2014 and the Order of the Long Leaf Pine in 2021. Pat is a graduate of Ball State University and a member of The Royal and Ancient Golf Club of St. Andrews, Scotland and the Southern Pines Rotary Club. He and his wife Judy have three grown children.

Brian Cusumano

6275 7 Lks West, West End, NC 27376

910-585-4721 910-585-4721

458brc@gmail.com Retired

Work as DoD federal agent on FBI JTTF after 9/11/2001 attacks. Conducted law enforcement operations in New Orleans after Hurricane Katrina in 2005. Work as DoD federal agent in FBI Operations center for 2008 Super Bowl in Phoenix, AZ.-see attached resume-

Local Emergency Planning Committee

CVB

03/24/2021

Brian R. Cusumano

458brc@gmail.com

6275 Seven Lakes West

West End, NC 27376 (910) 585-4721

Career History

1/18 to 8/2020, Special Agent, Department of Defense (DoD) Inspector General, Defense Criminal Investigative Service, (DCIS), Al Udeid Air Base, Doha, Qatar and Ft. Bragg, NC. GS-13 (Top Secret Clearance)

- Assigned to the Transnational Field Office conducting international white collar criminal investigations throughout CENTCOM and EUCOM in support of the DoD.

3/17 to 1/18, Special Investigator, KeyPoint Government Solutions Ft. Bragg, NC (TS Clearance)

- NBIB Credentialed Investigator conducting background investigations for the purpose of determining employment suitability of persons who require access to sensitive or classified U.S. Government information. 2/2007 to 12/2014, Resident Agent in Charge, DCIS Phoenix, AZ, (Retired) GS-14 (TS Clearance/SCI)
- Supervised Federal Agents conducting criminal investigations critical to DoD programs, property and operations that provide for our national security, including complex white-collar crime, healthcare fraud, procurement fraud, theft of controlled military technologies, bribery/corruption, and worldwide undercover operations. Recognized as outstanding supervisor.

Special Assignments 6/2012 to 11/2012, Special Agent, DCIS, Camp Arifjan, Kuwait, GS-14. Conducted fraud investigations as member of the International Contract Corruption Task Force (ICCTF) during Operation Enduring Freedom. Cases included procurement fraud, corruption, theft and trafficking in persons.

8/2010 to 3/2011, Regional Director for Investigations, DCIS, Kabul, Afghanistan, GS-15. Supervised Agents in Bagram, Kabul and Kandahar. ICCTF investigations involved bribery/public corruption, money laundering and major thefts.

7/1997 to 2/2007, Special Agent, DCIS, Raleigh, NC, GS-13

- Directed and coordinated investigations with other DoD elements, including Army CID and Army MI units. Worked investigations involving major fraud, product substitution, including a successful case involving reserve parachute systems. Testified in multiple court proceedings in Federal, State and Military systems. Conducted law enforcement operations in New Orleans, LA after Hurricane Katrina in 2005. 5/1994 to 7/1997, Special Agent, DCIS, Los Angeles, CA, GS-12

- Case agent for undercover operations related to bogus aircraft parts and kickbacks in healthcare industry. Worked product substitution and grant fraud cases. Recognized as outstanding agent by DCIS management and the U.S. Attorney's office.

12/1991 to 5/1994, Fraud Prevention Manager, GE Capital, Merriam, KS

- Coordinated credit card fraud prevention efforts for various merchants throughout the U.S. Worked with store personnel and artificial intelligence systems to prevent fraudulent transactions. 3/1991 to 12/1991, Special Agent, U.S. Secret Service, Kansas City, MO, GS-7
- Presidential protection in U.S. and abroad. Investigated crimes against the Treasury, including counterfeit currency, bank fraud and access device fraud. Received a letter of commendation for investigative work. 4/1990 to 3/1991, Unit Manager, National Financial Data Services, Kansas City, MO
- Supervised a staff of 17 employees who managed 24 mutual funds. Successfully safeguarded and communicated critical, high-value information including establishing new accounts, reconciling account activity and processing dividends and capital gains. Audited daily multi-million dollar wires to financial institutions.

8/1986 to 3/1990, 1st Lieutenant, U.S. Marine Corps, Kaneohe Bay, HI

- Officer in Charge, Military Travel Section. Selected as the Assistant S-3, Brigade Service Support Group-1, (BSSG-1). Served as Executive Officer, and Commanding Officer, Headquarters and Service Company, BSSG-1. Deployed to S. Korea in 1988 and 1989 for Exercise Team Spirit.

Education

- Central Michigan University, Washington DC, Master's Degree, Master's of Science in Administration, 5/04
- University of Central Missouri, Warrensburg, MO, Bachelor's Degree, Finance, 5/86

Training Summary

USMC OCS, 1985; The Basic School, 1987; Financial Management Officers Course, 1987 Criminal Investigator Training Program, 1991 U.S. Secret Service, Special Agent Training Course, 1991 DCIS Special Agent Training Program, 1994

Inspector General Training Program, 1995

Firearms Instructor Refresher Training Program, 2000 Law Enforcement Advanced Interviewing, 2000 DCIS Management Development Program, 2001 U.S. Army, Finance School, 2001

U.S. Army, Command and General Staff College, Combined Arms Services Staff School, 2001 Firearms Multiple Weapons Training Program, 2002 Law Enforcement Supervisors Leadership Training Program, 2005 Physical Fitness Specialist, Cooper Clinic, 2005 Special Tactical Services, VA, 2006

High Risk Operations Training Program, FLETC, July 2010 DCIS Special Agent Refresher Training Course, FLETC, May 2013 Law Enforcement Instructor Training Program, FLETC, May 2016 Deployment Readiness Program, FLETC, February 2018 Advanced knowledge in Outlook, Excel, Power Point and Word

(Obtained rank of Major in the NC Army National Guard, Military Addendum available upon request)

U.S. Military Decorations Navy Commendation Medal, Navy Unit Citation, Marine Corps Selected Reserve Medal, National Defense Service Medal, Humanitarian Service Medal, Global War on Terrorism (DCIS), NATO Medal (DCIS)

SEAN C. McCORMICK

931-809-0405 | sean.clair.mccormick@gmail.com | www.linkedin.com/in/scmccormick

PROFESSIONAL PROFILE

Highly accomplished Pilot, Manager, Instructor, and Team Leader with a diverse background in complex aviation operations.

SUMMARY OF QUALIFICATIONS

Multi-Engine Airline Transport Pilot, Commercial Helicopter Pilot, Certified Flight Instructor, Top-Secret Clearance/SCI,

Executive Leadership, USG Flight Representative, Project Management, Strategic Communications, FAA Medical 1st Class

PROFESSIONAL EXPERIENCE

Flexjet LLC, First Officer

2019-2020

- Pilot in Command qualified in Challenger 300/350 super midsize business jet. Provide on demand, executive jet transportation

to high net worth clientele with focus on safety, customer service, and attention to detail.

- Conduct flights in a complex and dynamic environment within national and international airspace, in accordance with Federal

Aviation Regulation Part 135 and International Civil Aviation Organization regulations.

United States Army, Chief Warrant Officer Four (Retired)

1992-

2019

Executive Manager and Pilot in Command

- 1 of 5 Pilots entrusted to fly the Commanding General, United States Army Special Operations Command.

- Executive leader, Comptroller, Operations Officer responsible to forecast and allocate funds in excess of \$6 million in order to

sustain 15 specially modified US Army airplanes and helicopters based in North Carolina and Arizona.

Security Cooperation Special Operations Aviation Advisor

- Conducted Security Cooperation Operations as directed by the United States Secretary of Defense.

- Graduate of the Defense Institute of Security Assistance Management and charged with conducting United States Security

Cooperation missions in several high threat areas across South East Asia.

Aviation Liaison Officer to Special Operations Forces

- Subject Matter Expert selected to simplify coordination and efficiently allocate resources as a highly vetted and specially

selected Liaison Officer to the US Army's premier Counter Terrorist Special Mission Unit. • Advanced negotiations through international and cultural boundaries under time-sensitive constraints to secure the use of restricted air space and diplomatic clearances, during the emergency evacuation of a US embassy.

Pilot in Command and Flight Instructor in MH-6 "Little Bird" Light Assault Helicopter

- Consistently rated as the top 1% of US Army Special Operations Aviators as 1 of 15 Pilots entrusted to fly America's most elite

commandos in a joint Task Force uniquely designated as the "National Mission Force".

- Dedicated to thwarting global terrorist networks during 24 separate worldwide combat deployments. Participated in Direct

Action helicopter assault missions during the apprehension of numerous High Value Targets.

Flight Operations Manager

- Expertly consulted with executive management to accomplish complex goals related to national security objectives, while

governing a 2,400-hour annual flying program with a 100% aircraft operational rate.

- Effectively directed over 50 multifaceted aviation operations involving complex asset distribution of specialty aircraft and equipment. In all instances, “no-fail” timelines were routinely planned and executed down to the second.

Small Unit Leader

- Ranger Qualified, Sniper Team Leader and Jumpmaster with 3rd Battalion 75th Ranger Regiment.

Education

Stanford University Graduate School of Business, Resident Entrepreneurship Program Stanford, CA, 2016

Cornell University, Executive Leadership Program

Cornell, NY, 2015

Excelsior College, B.S. Liberal Studies

Albany, NY, 2007

Keystone College, A.A. Business Management

La Plume, PA, 1991

Volunteer Experience

Board Member, Moore County Transportation Authority

March 2019 - Present

President, 160th Night Stalker Association-North Carolina Chapter (501(c)19)

December 2016 - Present

Mentor, Community In Schools of Moore County North Carolina

March 2016 – Present

Affiliations

Ranger Regiment Association, 160th Night Stalker Association, The Veterans of Foreign Wars, Army Aviation Heritage Foundation

Chris Vonderkall

Longleaf Golf & Family Club, 10 N. Knoll Rd., Southern Pines, NC 28387

678-787-0270 678-787-0270

cjvonderkall@uskidsgolf.com Vice President Tournaments, USKG

Chris Vonderkall has relocated to Southern Pines to oversee the Longleaf Golf & Family Club that is owned and

operated by U.S. Kids Golf. He continues to be the Vice President of Tournaments for U.S. Kids Golf including the Operation of the world's largest and most prestigious junior golf championship which is held in the Pinehurst, Southern Pines and Aberdeen communities. The event generates 9.5 million to the local economy annually and has just been extended to be hosted in the area through 2025. Chris would represent the CVB Board very well, and brings a great background in Club and Event management.

08/08/2018

Agenda Item: Meeting Date: 07/20/2021

MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Laura M. Williams, Clerk DATE: 07/13/2021 SUBJECT: Appointments / Planning Board

REQUEST:

Appoint members to the Moore County Planning Board.

BACKGROUND: Member John Matthews' term expired June 30, 2021. Additionally, there are two vacant seats, one

for a term expiring August 31, 2021, and one for a term expiring June 30, 2023.

IMPLEMENTATION PLAN: Clerk will make notification of appointments and update records.

RECOMMENDATION SUMMARY: Make a motion to appoint members to the Moore County Planning Board.

ATTACHMENTS: Appointment Applications

215 Cove Ct. Aberdeen, NC 28315

fmnewman20@gmail.com

(336) 212-2235

Farrah N. Pulliam

Objective

Position myself in a challenging leadership position as to apply creative problem solving and fine management skills with a growing entity that aligns with my core values.

Experience Mar 2017-Present

Habitat for Humanity of the NC

Sandhills Aberdeen, NC

Construction/Finance Director

Oversees 8 to 10 new and refurbished homes per year and approx. 50 repairs per year in Moore, Richmond, and Hoke Counties

Provides leadership and management to construction, repair program, and finance staff in achievement of goals

Assure that Habitat construction sites are in accordance with City, State, County codes for building and safety

Hold administrative responsibility for public accountability for the affiliate

Provide regular financial reporting to the Board and Finance committees

Oversee processing of all revenue, expenditures, payroll and strategic budgeting with annual \$2 million budget/ \$6.7 million in assets.

Mar 2017 –May 2016 Edward Jones Investments Southern Pines, NC

Financial Advisor

Develop and deepen client relationships

Build and manage an Edward Jones Branch office

Deliver personalized investment solutions to help clients work toward their long-term financial goals

Research and provide clients with information on new and existing products and services

Completing risk analysis for new and current clients

Managed 10 million in assets

May 2016-Apr 2014 Powder Works, Inc. Thomasville, NC

Office Manager/Human Resources

Compile and analyze financial reports

Accounts payable/ Accounts Receivable

Payroll Journal Entries, depositing, and account reconciliation

Negotiate with vendors for procurement

Process: New employees, Insurance, and Workers compensation

Experience

Apr 2014- Nov 2013 Debbie Brower CPA, PLLC Greensboro, NC

Accounting Internship

Facilitate personal and business tax preparations

Generated state and federal reports for payroll accounting clients

Reconciled bank and credit card statements

Maintained and managed client accounts

Jan 2014-Aug 2010 Atlantic Contracting company, Inc Greensboro, NC

Assistant Estimator/M/WBE Coordinator

Minority and Women Owned Business (M/WBE) contract coordinator

Networking and organizing outreach opportunities for contracts

Create all subcontracts with required governmental paper work

Generate and processes finance and account information for current projects

Jun 2006-Aug 2010 PSA Construction, Inc. Randleman, NC

President/Owner

Project Management, Accounting, and Human Resource duties

Brokered and facilitated work contracts with customers

Sales and Marketing: cold calling, Door to door residential and businesses sales, In person sales meetings with residential customers, businesses, HOA boards, schools, government entities, property managers, and other contractors

Facilitated team concept by organizing work project strategies among HOA, subcontractors, employees, and property managers

Education

Dec 2015-May 2014 Guilford College Greensboro, NC

Accounting Major

May 2014

Randolph Technical Community

College Asheboro, NC

A.A. S Degree in Accounting

Phi Kappa Phi Honor Society

Certificates/

Training

Licensed General Contractor -Unclassified- State of North Carolina

Construction Project Management Diploma: NC State University

Certified Notary Public: State of North Carolina

Certified HR Assistant: CAI

Series 7 Exam-General Securities Representative-July 2016

Series 66 Exam-NASAA Uniform Combined State Law Exam-Sep
2016

National Center for Construction Education & Research (NCCER)

20976365 Curriculum Proctor

Computer

Proficient

Microsoft Word, Excel, PowerPoint, Access: QuickBooks Accounting; and Sage 100 Accounting

Interests Moore County Home Builders Association Board Member

May 2019-Present

Moore County Schools Business Advisory Council

March 2019-Present

West Southern Pines Task Force for Neighborhood Revitalization

June 2020-Present

Anton Sadovnikov

257 Magnolia Hill Drive, Carthage, NC, 28327

6172402181 6172402181

anton.sadovnikov89@gmail.com Military

I currently serve on the Planning Board of the Town of Carthage, and am actively seeking to expand my involvement in the community by serving on either the county Planning Board or the Board of Adjustment. I hold a B.S. in Corporate Finance and Accounting and have been trained as a military engineer, with experience in logistics and construction.

Planning Board

Board of Adjustment

04/08/2021

Nicholas LaSala Jr.
975 Cranes Creek Road
813-389-3649 813-389-3649
victorygroup17@outlook.com Small Farm Owner
See Resume

03/14/2021

Mobile: (813) 389-3649 victorygroup17@outlook.com

NICHOLAS LASALA JR, M.B.A., M.A.P.A

Cameron, NC Mobile: (813) 389-3649 victorygroup17@outlook.com

FARMER, SMALL BUSINESS OWNER

Resource Management | Operational Excellence | Logistics Management | Current DoD Security Clearance

Senior-level executive leader with an extensive history of effectiveness through skillful development and implementation of operational strategies within the strategic planning process. Aggressive, disciplined fiscal manager with a history of reducing operational expenditures through skillful allocation of human and material resources. Expert at briefing, presenting, and preparing managers to testify before senior executives, civil leaders, and Congress. Exceptional

interpersonal skills paired with superior decision making allows for successful navigation of complex political, military/government organizations. Extensive experience with Federal Appropriations process, specifically general and special funding sources. Effectively communicates across multiple functional boundaries, generating consensus to improve operations and increase customer satisfaction. Skilled at converting policy into action. Specializes in streamlining and consolidating operations at all levels. Military background provides unique insight into government contracting, budgeting, reporting, and management of civil and military support programs.

AREAS OF EXCELLENCE

Strategic Planning & Execution Continuous Process Improvement

Reorganization, Streamlining & Personnel Assignment Leading, Managing, Mentoring

Project & Program Management Reporting & Documentation/Requirements Analysis

Budgeting Management and Forecasting Emergency Planning, Management & Operations

Cross Departmental Communication/Coordination SME Policy Formulation and Enforcement

Compliance and Oversight Conflict Resolution

PROFESSIONAL EXPERIENCE

Farmer, Small Business Owner

August 2020 to

Present Victory Vineyard, LLC Vice President and Chief Operating Officer in charge of all daily operations for a 10-acre farm consisting of Muscadine Grapes, Blueberries, Dewberries, hay and managed forest land. Leads, mentors, and trains a property manager in all aspects of running a farm. In charge of all logistics, budgeting, accounting and recordkeeping of the farm.

Created the farm business plan complete with financials

Designed the blueberry and grape layouts

Planted 113 bareroot blueberry plants

Built 6 x 100' grape trellises and planted 68 bareroot grape plants

Created a 5-year farm plan to account for business growth and maximize available land

Director

2018 to 2020 Strategic Initiatives Group, Pentagon Lead Strategic Planner and Principal advisor to the Army Comptroller, a 3-star general officer and the Assistant Secretary of the Army; providing analysis and recommendations on the near-term objectives and the 10-year strategic plan; the key executor of enterprise-wide Army financial management strategies and change management functions across people, technologies, and processes.

Mobile: (813) 389-3649 victorygroup17@outlook.com

Created and implemented the strategic plan for Army Financial Management restructure, policy, procedures and training for

over 16,000 enterprise-wide financial professionals and saving the Army nearly \$2B in the first year; and ensuring the

necessary support to the Army Campaign Plan and National Defense Strategy

Developed and executed the plan to communicate the strategic direction of Army financial management into 2028; which

included print and visual media engagements of senior executives, internal and external information and educational products,

and briefings to senior Army decision makers

Developed and taught Fiscal Stewardship curriculum, and updated enterprise fiscal strategy instruction, at the Army War

College, Command and General Staff College, and Army Senior Executive Leadership training courses

Director

2016 to 2018 Financial Management Support Center, Hawaii Principal advisor to the commanding (chief executive) officer; manages all aspects of US Army financial services in the Pacific Theater. Includes commercial vendor services, accounting, disbursing, and banking. Key member in strategic planning process;

developing Theater and Army Financial Services structure, policy, and standardized business processes.

Prepares financial analysis and provides input to the strategic planning process for Army contingency plans in the Pacific,

including natural disaster and continuity of operations planning

Directs, trains, and mentors a 40-person team-of-teams supporting over 22,000 employees; establishing a reputation as an

organization that gets results

Key member in the Army-wide restructure of Financial Management Services; briefs General Officers on analysis of options

Establish key Theater fiscal relationships outside direct supervisory chain to provide fiscal services across all military branches

Chief Financial Officer

2011 to 2016 Joint Special Operations Command, North Carolina

Principal advisor to the commanding officer; manages all aspects of budget formulation, execution, costing, financial services, accounting, interpretation of legislative action, and fiscal controls in support of global operations. Key member in strategic decision-making process; developing forward-looking solutions to complex issues. Prepares senior leaders for Congressional Testimony.

Prepares and executes the annual ~\$1.0B+ operating budget in accordance with US Code and GAAP, of a matrix and

multinational organization

Directs, develops, and mentors a 42-person team-of-teams supporting a global organization of over 6,500 employees;

establishing a culture of credibility, stewardship, and fiscal excellence

Leads enterprise-wide “as-is” and “to-be” analysis and blue-printing efforts for implementation of a first ever SAP/ERP

solution in preparation for congressionally mandated Financial Auditability requirements

Develops “best-in-class” fiscal controls, as documented by external auditors for 5 years

Leads enterprise Internal Control efforts; monitoring, analyzing and reporting on over 100 controls through a rigorous internal

review process; driving down operational risk and increasing organization efficiencies

Develops policy for global fiscal operations in a complex legislative environment

Lauded by senior executives for navigating the enterprise through mandated furloughs and a two-week government shutdown

Chief Financial Officer

2006 to 2011 75th Ranger Regiment, Georgia

Principal advisor to the commanding officer; managed all aspects of budget formulation, execution, accounting, and fiscal controls in support of global operations. Participated in operational and tactical decision-making process;

anticipating solutions to

complex issues in a dynamic matrix organization.

Recognized as Army Comptroller of the Year for 2009

Prepared and executed the annual \$67M operating budget in accordance with US Code and GAAP

Developed and mentored a 21-person team-of-teams supporting a global organization of over 3,100 employees; establishing a

culture of credibility, stewardship, and fiscal excellence

Led enterprise Internal Control efforts; monitoring, analyzing and reporting on controls through internal reviews.

Led a comprehensive zero-based budget review; identifying efficiencies in execution allowing for reprioritization of limited

resources toward emerging organizational priorities

Mobile: (813) 389-3649 victorygroup17@outlook.com

OTHER NOTABLE POSITIONS Logistics Officer, Joint Special Operations Task Force, Afghanistan 2011
Logistics Officer, Joint Special Operations Task Force, Iraq 2008 & 2009
Training Officer, 78th Infantry Division, Utica, NY 2001-2003
Company Commander, 101st Airborne Division, Fort Campbell, KY 1999 – 2001
Logistics Officer, 1-506th Infantry, South Korea 1998 – 1999

EDUCATION AND OTHER SPECIALIZED TRAINING

Master of Business Administration (MBA), 2004 WHITMAN SCHOOL OF MANAGEMENT, SYRACUSE
UNIVERSITY, Syracuse, NY
Master of Arts in Public Administration (MAPA), 2004 THE MAXWELL SCHOOL OF CITIZENRY AND PUBLIC
POLICY, SYRACUSE UNIVERSITY, Syracuse, NY
Bachelor of Science, Business Management and Administration (BS), 1993 NORWICH UNIVERSITY,
NORTHFIELD, VT
Recruiting and Hiring Training (ACCU-Hire)
Lean 6 Sigma Yellow Belt Training
Active Listening Training
Civilian Supervisor Training
Certified Defense Financial Manager (CDFM)
Defense Comptroller Graduate Program, with advanced studies in Economics, Managerial Accounting, Activity-
Based Costing, Federal Contracting, DoD Comptrollership, Policy Analysis, and Project Management
Numerous military awards, including the Bronze Star and Joint Awards

Linda Vandercook

36 Pine Ridge Dr, Whispering Pines, NC 28327

253-267-4345 253-267-4345

LMVANDER@OUTLOOK.COM Operations Program Manager

Accomplished software developer turned program manager with over 20 years of broad IT experience and 12years of software development. Multi-faceted volunteer experience, supporting local charities and organizations. Served in roles as treasurer, planning committee member, and board member.

Community College Trustees

Jury Commission

Workforce Development Board

Local Emergency Planning Committee

01/23/2021

Email: lmvander@outlook.com Ph: 253-267-4345

OBJECTIVE

Multi-faceted volunteer experience, supporting local charities and organizations—driving change through fundraising and hands-on involvement. Spanning beach and trail clean-up, Habitat for Humanity, voter engagement, and animal shelters. Served in roles as treasurer, planning committee member, and board member. Accomplished software developer turned program manager with over 20 years of broad IT experience and 12 years of software development.

PROFESSIONAL EXPERIENCE

ThriftBooks Global, Tukwila, WA (remote)

- Refine and build the operations program roadmap over time to achieve and maintain operational efficiency in our fulfillment center and logistics operations
- Work closely with business partners to understand business and functional requirements and prioritize appropriately
- Drive operations engineering programs through project completion within time, cost, and quality constraints
- Establish and maintain cross-functional, integrated project plans and schedules
- Communicate project status to stakeholders and proactively inform management of issues and risks

Software Developer July 2010 – Feb 2018
ThriftBooks Global, Tukwila, WA

- In-house subject matter expert on key Processing Center applications and fulfillment chain
- Developed cross-department application for managing buyers, suppliers, and loads, serving as first-contact data collection system for logistics, integrated with account management and accounting
- Started as only developer on staff, developing warehouse applications and collaborating with C-suite team, supporting department growth into 12-person development team

Application Systems Analyst/Programmer, Senior June 2008 – June 2010

DLA-DLIS, Federal Center, Battle Creek, MI Defense Logistics Agency (DLA) provides supply support and technical and logistics services to all

US uniformed services and several federal agencies. The agency is the one source for nearly every consumable item, whether for combat readiness, emergency preparedness, or day-to-day operations inside Department of Defense (DOD).

- Managed all phases of development--requirements/specifications meetings, design, prototyping, coding, and final user sign-off
- Assumed existing Web development project, coordinated, and completed its functionality, ultimately bringing it to go-live and into the next development phase
- Created data fixes and report queries to support mission-critical contractual changes and government-to-vendor obligations

VOLUNTEER EXPERIENCE

Treasurer, voting board member, and volunteer 2018 – 2020

Rabbit Haven, Gig Harbor, WA

- Prepare financial statements and ensure reporting compliance with local and state laws
- Participate in board meetings to actively drive the direction of the shelter and events
- Donor manager and fundraising
- Hands-on shelter volunteer

EDUCATION

Bachelor of Science in Computer Science December 2008

Western Michigan University, Kalamazoo, MI

- Graduated Summa cum Laude, College of Engineering and Applied Sciences

Bachelor of Arts in English May 1999

University of Colorado, Colorado Springs, CO

- Graduated Summa cum Laude, with distinction, College of Arts, Letters, and Sciences

References available upon request

LTC(R) John Gagan

410 Michael Rd, Whispering Pines, NC 28327

910-690-6778 704-694-9301

Jgagan99@yahoo.com Retired Army Officer /Army JROTC

Instructor, Anson County High School

I'm a Moore County native looking to give back to my community. I have served in a myriad of key leadership positions during my 23 year military career. I have experience leading, planning, and team building. I have served on many executive- level committees. I'd be honored to serve the citizens of Moore County in any capacity needed.

Airport Authority

Transportation Advisory Board

Planning Board

Emergency Planning Committee

12/03/2020

John Gagan
410 Michael Rd
Whispering Pines, NC 28327

(910) 690-6778
Jgagan99@yahoo.com

Summary of Qualifications

Results oriented Army leader with 23 years of experience across diverse and challenging assignments. Agile and adaptable, quickly assimilating into any organization. Experience in operations and mid-level management. Safety conscious, incorporating risk management into all operations. Collaborative and dependable team player, looking for opportunities in an organization that fosters leadership, personal and professional growth, and industry-leading innovations.

Experience and Accomplishments

US Army 1997-2019: Retired US Army officer serving in key leadership positions from platoon to corps level units, culminating as the US Army Training Center and Fort Jackson Command Inspector General.

Anson County Schools, Wadesboro, NC- Senior Army Instructor

January 2020-Present

The Army JROTC Instructor is responsible for:

- Implementing the overall JROTC unit program according to national and state standards.
- Works with other assigned instructors in promoting cadet intellectual, social, patriotic, character education, and physical growth.
- Is also responsible for implementing the military service's national education curriculum and program requirements to include the preparation, planning, coordination, and supervision of all co-curricular service learning, special activities or events.

US Army Training Center, Fort Jackson, SC – Command Inspector General

May 2015 – 01 February 2019

40 hours/week

- Executes the four functions of the Inspector General: Inspections, Investigations, Assistance, and Teaching and Training
- Review and synthesize data and reports from multiple sources in order to advise the commanding general on the state of command. Identify areas in need of improvement and develop solutions.
- Develop and execute annual installation inspections program to determine root causes of systemic issues and recommend process improvement solutions.

- Interpret and communicate regulatory policies and procedures.
 - Trusted agent in the Fort Jackson community, aiding and successfully resolving issues for a service base of more than 200,000 constituents in the greater Columbia, SC area.
 - Investigates and responds to issues and allegations of impropriety, and fraud, waste, and abuse.
- Soto Cano Airbase, Honduras - Deputy Director of Operations

August 2013 – February 2014

60 hours/week

- Planned, coordinated and supervised execution of multi-national operations in support of joint services, inter-agency, inter-governmental and multi-national partners within Central America.
- Organized and managed a 35-member joint operations directorate, providing 24-hour mission command in support of emergency response, counter- transnational organized crime, foreign humanitarian assistance, disaster response, and search and rescue operations in the Central America Area of Responsibility (AOR).

Fort Bragg, NC and Baghdad, Iraq – Corps Aviation Operations Officer

December 2010 – August 2013

80 hours/week

- Managed multi-use airspace to facilitate joint service and combined arms operations.
- Coordinated multi-national aircraft operations to facilitate safe and effective transit of thousands of flights in support of US forces in Iraq during Operation New Dawn.

Raleigh Recruiting Battalion, Raleigh NC – Recruiting Operations Officer

June 2006 – June 2009

50 hours/week

- Led a 50-member team to supply critical manpower requirements to the US Army during the height of combat operations in Iraq and Afghanistan.
- Managed successful recruiting campaigns; yielded over 3000 new recruits.
- Managed the company's Future Soldier population.

Hunter Army Airfield, GA and Baghdad, Iraq – Aviation Maintenance Manager, AVIM Platoon Leader and AVUM Company Commander, 3RD Infantry Division Combat Aviation Brigade

June 2003 – June 2006

80 hours/week

- Organized, trained, and led a company of 100 aviation maintainers in support of Operation Iraqi Freedom III.
- Managed aircraft maintenance production and quality control sections; resulting in zero hours lost due to accidents or incidents.
- Managed aircraft flight hour utilization flow.
- Planned and conducted phase maintenance on AH-64, CH-47, and UH-60 aircraft.
- Maintained 32 aircraft at a 90 percent operational readiness rate in support of an annual 12000 combat hour flying program.

- Rated Army aviator with 700 hours total time rotary wing flight hours, including over 100 combat flight hours.

Education and Training

MS, Military Arts and Science-US Army Command and General Staff College, Fort Leavenworth, KS, 2010

BS, Criminal Justice-East Carolina University Greenville, NC, 1997

AA, General Education- Sandhills Community College Pinehurst, NC, 1995

US Army Cadet Command JROTC Certification, 2019

OSHA 30 General Industry Course, 2019

Lean Six Sigma Green Belt Course Completion Certificate Fort Belvoir, VA, 2017

John Reid Investigative Interviewing and Advanced Interrogation Techniques Lexington County Sheriff's Department, Lexington, SC, 2015

US Army Inspector General Course Certification Fort Belvoir, VA, 2014

US Army Aviation Maintenance Manager's Course Fort Rucker, AL, 2003

Top Secret Security Clearance

FAA Rotary Wing Rating Fort Rucker, AL, 1998

US Army Rated Aviator Fort Rucker, AL, 1998

Volunteering:

- Serving as Chairman, Rocky Creek Elementary (RCE) School Improvement Council, 2017-19
- Selected to serve on the Lexington One School District Facilities Improvement Study, 2018
- Selected as a member of the Lexington One School District's Parent Advisory Council, 2018-20
- Road to Recovery driver for the American Cancer Society

Brett Bevelacqua
60 Sedgwyck Drive

845-365-3665 845-365-3665

brett@hmpfilms.com Real Estate Broker

My relevant experience as a real estate broker gives me specific knowledge and an understanding of County issues, ordinances and laws that would allow me to serve with a purpose on the Planning Board. I am prepared, willing to listen and I pride myself on only being fair-minded but also open to learning all I can about the subject at hand.

01/21/2021

Brett Bevelacqua
60 Sedgwyck Drive
Pinehurst, North Carolina 28374
Mobile (845) 365-3665
brett@hmpfilms.com

EXPERIENCE

2019 to 2020 - KELLER WILLIAMS PINEHURST NC Licensed Real Estate Broker/Compliance Coordinator/
Technology Coach

Prepared and ran bi-weekly staff sales meetings. Conducted weekly seminars and training sessions regarding newly launched proprietary technology. On-boarded new and established brokers as they joined the Market Center, including but not limited to, creating social media websites, building websites, creating signs, business cards and additional marketing material. Point person for all national and regional instruction within the Market Center.

2016 to 2018 - KELLER WILLIAMS REALTY GROUP NYS Licensed Real Estate Salesperson

Prepared documents such as representation contracts, purchase agreements, closing statements and leases. Accompanied buyers during visits to and inspections of property, advised on the suitability and value of homes based on current market conditions. Advised sellers how to make homes more appealing to buyers, increasing average selling price.

2012 to 2016 - MLB NETWORK FCP/Adobe Premiere Producer/Editor, After Effects Compositor

Worked independently on day-to-day MLB game promos. Designed look on individual one-off promos. Produced and edited numerous sizzles promoting the network for MLB teams and the Network's partners. Assisted in the launch and delivered the first promos for NHL.

2013 to 2015 - NBC SPORTS Avid Editor, After Effects Compositor, Producer

Weekly execution of on-air promotion for primetime's most watched show, NBC's Sunday Night Football. Launched promo campaigns for 2014 & 2015 Notre Dame Football on NBC as well as Horse Racing's Triple Crown programming. Collaborated with NBC's Senior Executives to produce and edit five sizzle reels for 2015 Cable Upfronts resulting in best ad sales numbers in NBC's history. Designed promo templates to be used among all NBC Regional Sports Networks. Shared duties in the reorganization and archiving of three years of on-air promotion assets.

2010 to 2012- BLOOMBERG TV Avid, Final Cut and Edius Producer/Editor

Sole editor for Bloomberg TV's promo department. Shot video, edited shows and news packages as needed. Produced soundbites for air as part of Bloomberg's tape desk. Key part of the team responsible for the SD to HD relaunch.

2009 HOT MAGMA PRODUCTIONS, YARD WORK (Feature length documentary, aired on NESN, SNY)

Writer/Director/Camera, Narrator, Final Cut Editor, After Effects Compositor as well as ad sales. Yard Work did a 2.93 Nielsen rating, becoming the highest rated non-live show in 2009 on NESN.

1995 to 2002 & 2006 to 2008 CNBC Avid Editor On-Air Promotions

Worked with a team of producers to brainstorm, produce, design and edit all of CNBC's network promotions. Implemented and then delivered the first non-linear edits for the Network.

2002 to 2006 MSNBC Avid Editor Documentaries

Responsibilities included the daily editing of numerous one-hour long documentaries. Lead editor on MSNBC's Headliners & Legends. Turned around many breaking news hour-long programs in under a 24 hour period.

EDUCATION

2019 KELLER WILLIAMS UNIVERSITY - Career Visioning & Train The Trainer

1997 FUTURE MEDIA CONCEPTS - Avid Master Class

1993-1995 ROCKLAND COMMUNITY COLLEGE - Communications Major

Brian Numerick

Carthage, North Carolina, United States

brian.numerick@gmail.com 573-337-0953

linkedin.com/in/briannumerick

Summary

Management professional and 22 year military veteran. Qualifications include outstanding leadership ability with diverse groups; expertise in analyzing complex issues and designing and implementing effective solutions; excellent written and oral communication skills.

Specialties: Operations; planning; administration; research and analysis; security management; policy and doctrine development; physical security; antiterrorism; critical infrastructure protection; emergency management; continuity of operations planning; law enforcement administration.

Experience

Chief Physical Security Officer, Army Reserve Command

US Army

Apr 2011 - Present (9 years 8 months +)

Senior physical security program manager for the Army Reserve.

Lieutenant Colonel (Retired)

US Army

May 1989 - Jun 2011 (22 years 2 months)

Retired after 22 years active duty in the US Army.

Senior Operations Director, HQ Army Reserve Command

US Army

Nov 2009 - May 2011 (1 year 7 months)

Direct and control current operations for the Army Reserve Command, consisting of more than 1800 Army Reserve units and 205,000 Soldiers. Supervise and provide human resource management functions for 10 Soldiers and 2 civilian employees. Perform crisis and emergency response planning and activities, including continuity of operations (COOP) plans and programs. Manage resources, people, and activities supporting the Army counter-drug program and Operations Security (OPSEC). Manage critical information requirements, assignment and tasking of units to perform missions in support of Army requirements, and function as supervisory operations manager during emergency response operations.

Director, Police Intelligence Center, HQ Department of the Army

US Army

May 2009 - Nov 2009 (7 months)

Director of the Antiterrorism Operations Intelligence Cell (ATOIC), an intelligence, criminal intelligence, and law enforcement information fusion center in support of the Army G-3/5/7. Supervised and provided human resource management functions for a team of 13 intelligence and law enforcement professionals and managed the research, analysis, and dissemination of all-source intelligence, including criminal

Brian Numerick - page 1

intelligence, in order to provide warning of threats posed by terrorist/criminal groups to Army personnel and missions world-wide. Researched and analyzed events and provided assessment reports, briefings, and finished analysis products to assist leaders in determining terrorist threat levels, threat countermeasures, and crime prevention requirements. Provided crime trend and terror threat trend analyses in support of resource allocation decisions at the HQDA and subordinate command levels. Managed assessments of subordinate criminal intelligence programs in support of Antiterrorism. Formulated policy, and provided input into Army doctrine for criminal intelligence, and intelligence support to Antiterrorism and Protection. Prepared and presented briefings to senior Army leaders. Conducted daily staff coordination to gather, share, and disseminate current information on threats to Army equities. Significant achievements include: conducted a comprehensive ATOIC mission analysis and a bottom-up review within the ATOIC that included research and knowledge of pertinent laws, regulations, policies, principles, concepts, methodologies, and techniques in the development of criminal intelligence, resulting in a campaign plan that provided strategic focus and drove internal improvements in systems for fusing law enforcement information reporting, criminal intelligence, and terrorism intelligence threat data; credited with revitalizing the ATOIC and putting it on the cutting edge of processes and products in the area of intelligence support to Antiterrorism.

Antiterrorism Program Director, HQ Department of the Army

US Army

Jan 2008 - May 2009 (1 year 5 months)

Senior Antiterrorism (AT) Officer for the Army, reporting to the Provost Marshal General of the Army with direct support to the Army Deputy Chief of Staff for Operations, G-3/5/7. Managed the Army Antiterrorism and High Risk Personnel (HRP) programs including: strategic planning; programming and resourcing; Department level policy development; Antiterrorism assessments and evaluations to ensure program effectiveness, including executive management responsibility for Army equities in the Core Vulnerability Assessment Management Program (CVAMP); and oversight of Antiterrorism training and education programs. Represented the Army in DoD, Joint, and interagency meetings and conferences. Coordinated AT and HRP security program and policy issues at the DoD, Joint, and Service levels. Supervised and provided human resource management functions for a team of seven Antiterrorism program analysts. Managed Army Antiterrorism resources in excess of \$75M annually. Performed additional duty as Continuity of Operations (COOP) representative for the Office of the Provost Marshal General (OPMG). Significant achievements include planning and execution of two annual Army Antiterrorism Conferences with an average of 320 attendees; publication of updated Army Antiterrorism policy; development of updated Army HRP protection policy; initiation of the first ever Antiterrorism doctrinal manual; development and publication of an updated Army AT Strategic Plan; and completion of the first ever Army AT Strategic Communications Plan.

Department Head, Maneuver Support Center of Excellence

US Army

Mar 2007 - Jan 2008 (11 months)

Supervised and provided human resource management functions for a team of four military combat developers and six civilian analysts responsible for development of maneuver support future concepts, ensuring the conceptual integration of current and future tasks, capabilities, and systems to assure mobility, freedom of action, and protection of Army forces. Provided direct support to the Chemical, Engineer, and Military Police Schools, ensuring integration of concepts with doctrine, organizations, training, materiel, leader development and education personnel, and facilities (DOTMLPF). Provided oversight of analyses and studies, and integration of analytical experimentation efforts. Coordinated,

synchronized, and integrated work efforts within MANSCEN, and with other TRADOC commands and

Brian Numerick - page 2

Army, DoD, and Joint forces. Routinely supported TRADOC requirements on future force development, programs, and initiatives by determining and establishing requirements in support of these efforts. Frequently conducted simulations, studies, and experiments on concepts and equipment to support the operational requirements of the MP Corps. Routinely provided upper-tactical, operational, and strategic leadership at interpreting Military Police mission and organization requirements in fulfilling Army efforts at achieving transformation objectives. Significant achievements include development and authorship of concept paper, Illustrative CONOPS for an Integrated Recognition of Combatants (IROC) Capability for the Current and Future Joint Force in support of an emerging materiel development effort; a Joint Military Working Dog (MWD) Seminar to identify MWD capability shortfalls; and development and authorship of white paper, Family of Military Working Dog Capabilities for the Future Modular Force. Concepts Officer, Military Police School

US Army

Jun 2005 - Feb 2007 (1 year 9 months)

Facilitated and coordinated the integration of Army Reserve initiatives and issues in the exploration, development, analysis, and documentation of Joint and Army concepts, capabilities, and requirements. Developed concepts and identified doctrinal, organizational, and materiel requirements, needs and solutions to facilitate MP operations across the full spectrum of operations. Synchronized combat developments across the domains of doctrine, organizations, training, materiel, leader development and education, personnel, and facilities (DOTMLPF) for Military Police, Protection, and Maneuver Support capabilities. Routinely served as a primary Military Police, protection, and antiterrorism representative at numerous battle labs participating in simulations to test and validate concepts at the Army and Joint level. Conducted multiple reviews and analyses of Field Manuals, Army Regulations, Concept Statements, Operational Requirements, and other warfighting products to ensure synchronization of military police, protection, and maneuver support unity of effort. Provided impact assessments on issues relating to Army Reserve force structure, organizational designs, and new equipment fielding initiatives. Significant achievements include the initial conceptual work for Military Police stability policing operations.

Chief Operating Officer, Military Police Battalion

US Army

Jul 2002 - Jul 2004 (2 years 1 month)

Senior operations manager for a battalion of over 960 Soldiers assigned to eight subordinate units. Primary staff officer and principal advisor to the Battalion Commander for operations. Directed daily operations and administered readiness, mobilization, and training management programs. Prepared plans, policies, and standing operating procedures pertaining to the organization, training, and operations of military police units. Provided guidance and inspected operations, training, and antiterrorism programs of subordinate units. Lead, trained, and mentored, supervised and provided human resource management functions for over 50 assigned enlisted personnel. Assigned as Battalion Antiterrorism Officer. Significant achievements include directing and coordinating the Battalion mobilization, deployment, and re-deployment to Guantanamo Bay, Cuba in support of Operation Enduring Freedom (OEF); and synchronizing mobilization and de-mobilization activities of six subordinate units in support of OEF and Operation Iraqi Freedom (OIF).

Chief Operating Officer, Joint Detention Operations Group

US Army

Nov 2002 - Sep 2003 (11 months)

Brian Numerick - page 3

Senior operations officer for the Joint Detention Operations Group (JDOG), an organization totaling over 1300 Army, Navy, and Air Force personnel. Directed daily operations of Camp Delta and other detention facilities with the mission of detaining, securing, and sustaining up to 1000 enemy combatants and suspected members of terrorist organizations captured globally. Supervised and provided human resource management functions for an organization of five officers and 80 enlisted personnel. Significant achievements include development and publication of a completely overhauled standard operating procedures manual for the entire detainee operation in GTMO, including internal and external security, protection, and antiterrorism measures.

Deputy Chief Operating Officer, Military Police Brigade

US Army

Jun 1999 - Jun 2002 (3 years 1 month)

Deputy Chief Operating Officer for a command consisting of 35 subordinate units totaling more than 2500 Soldiers and civilian personnel. Planned, coordinated, and directed military operations and training for military police and military intelligence units. Directed and administered readiness, mobilization, and training management programs. Prepared plans and policies for the training and operations of military police units. Assisted in reviewing and writing military police, law enforcement, physical security, and antiterrorism doctrine and policy. Assigned as command Antiterrorism Officer. Planned and executed over \$1M in annual resources for training. Provided guidance and inspected operations and force protection programs such as Antiterrorism and Physical Security to ensure adherence to Army and Army Reserve policy and procedures. Supervised and provided human resource management functions for a team of 10 personnel.

Recruiting Operations Manager, Army Recruiting Battalion

US Army

Aug 1997 - May 1999 (1 year 10 months)

Regional Recruiting Director, Army Recruiting Company

US Army

Aug 1995 - Jul 1997 (2 years)

Commander, Law Enforcement Activity

US Army

Feb 1994 - Jul 1995 (1 year 6 months)

Law Enforcement Operations Manager

US Army

May 1993 - Jan 1994 (9 months)

Student, Military Police School

US Army

Nov 1992 - Apr 1993 (6 months)

Human Resources Manager, Military Police Battalion

Brian Numerick - page 4

US Army

Sep 1991 - Oct 1992 (1 year 2 months)

Law Enforcement Manager, Military Police Platoon Leader

US Army

Oct 1989 - Sep 1991 (2 years)

Student, Military Police School

US Army

May 1989 - Aug 1989 (4 months)

Education

Webster University

MA, Business and Organizational Security Management

2007 - 2009

GPA 3.89 out of 4.0

University of Tampa

B.S., Criminology

1985 - 1989

US Army Command and General Staff College

Skills

Counterterrorism • Operational Planning • Security Management • Policy • Physical Security •
antiterrorism • Intelligence Analysis • National Security • Command • Enforcement

Brian Numerick - page 5

Jamie S. Encinosa

165 Blues Siding Rd, Carthage, NC 28327

910-280-6556 910-944-0881

jamieencinosa@gmail.com Executive Vice President of Operations

I am highly organized and have a strategic mind. I am familiar with reading and interpreting ordinances as I do this in my current position at Rhetson Companies (a local developer and contractor). I serve on the Board of Directors for Sandhills Classical Christian School and am in the Moore County Leadership Institute class of 2020.

09/18/2020

Jamie S. Encinosa

Phone: 910-280-6556 | Email: jamieencinosa@gmail.com | Address: 165 Blues Siding Rd, Carthage, NC 28327

Education

M.A. Management and Leadership. Liberty University, March 2012.

Course work included:

- Organizational Behavior
- Executive Leadership and Management
- Strategic Marketing Management
- Managerial Finance
- Effective Executive Communication
- Corporate Responsibility
- Legal Issues in Business
- Non-Profit Management
- Entrepreneurship
- International Business

B.S. Worship and Music Studies. Magna Cum Laude. Liberty University, December 2010.

Key courses included:

- Worship Leadership
- Congregational Ministry
- Dynamics of Vocal Worship
- Dynamics of Instrumental Worship
- Advanced Excel

Skill Set/Strengths

- Project Management
- Leadership
- Communication
- Teamwork
- Administrative, Organized
- Analytical
- Desire to Learn/Improve
- Dependability
- Initiative
- Strategic Thinking
- Proficient in Microsoft Office (Excel, PowerPoint, Word)

Work Experience

Rhetson Companies, Inc

Executive Vice President of Operations – July 2015-Present

- Company Operational Leadership:

- o Provide leadership by being actively involved in all processes and programs, developing a broad and deep knowledge of each facet of the Company
- o Lead, coach, develop, and retain Company's senior management team with an emphasis on developing capacity in strategic planning and analysis
- o Develop and implement training programs and policies to expand the capacity of all staff
- External Relationship Development:
 - o Cultivate and maintain relationships with Clients, Attorneys, Lenders, and Brokers.
- Strategic Plan Implementation:
 - o Provide leadership and input for strategic plans and processes with the Owners and the staff
 - o Coach Directors and Staff as they implement the strategic plans determined by senior management
 - o Develop and implement a system for tracking and reporting on strategic plans
- Development and Construction Management:
 - o Manage 30-40 projects each year with a staff of 30 people
 - o Develop and implement strategies for more efficient project management

Vice President of Development – December 2013-July 2015

- Overall accountability for entire development process (land acquisition, civil design and permitting, lease management, property sales)
- Manage Land Acquisitions including drafting Purchase and Sale Agreements, coordinating timelines, and managing closing proceedings
- Coordinate with company to manage key dates, facts, issues, and solutions at every stage of the Project

- Communication with Clients, Lenders, Attorneys, Management, and Employees

Liberty University - School of Music | Lynchburg, VA| January 2013 – August 2013

Administrative Assistant

- Budget Management
- Schedule Management
- Strategic Planning and Analysis
- Reason for Leaving: Moved to North Carolina when my husband was offered a position as a pastor here.

Healogics | Jacksonville, FL | July 2011 – June 2014

Database Developer Consultant – June 2013– June 2014

- Comprehensive Contracts Database Management – Contraxx
- Organize and Analyze Contractual Data
- Write Business Requirements for a New Database Module
- Reason for Leaving: Full Time Position with Rhetsen Companies

Contract Data Analyst –June 2012 – June 2013

- Comprehensive Contracts Database Management – Contraxx
- Reading, Analyzing, and Communicating Contractual Language and Obligations
- Advanced Excel analytics
- Legal Support
- Managing Risk in over 500 Existing Customers
- Managing Exclusivity/Restrictions in Existing and Potential Customers
- Reason for Leaving: Moved to North Carolina

Data Analyst July 2011 – June 2012

- Advanced Excel analytics
- Salesforce experience
- Support Community Education with Excel, Access, and PowerPoint: Analytics, research, presentation
- Support Business Development with Excel and Access: Analytics, data consolidation and verification
- Support Marketing with Excel and PowerPoint: Analytics, research, presentation

Community Service/Volunteer Positions

- Board Member – Sandhills Classical Christian School; April 2020-Present
- Moore County Leadership Institute – Class of 2020
- Worship Team Volunteer Leader - Christ Community Church, Pinehurst, NC; June 2013-present
- Church Plant Team & Director of Financial Operations – LifeNow Church, Jacksonville, FL; June 2011-June 2013

References

William Fields

Chairman of the Board

Sandhills Classical Christian School Board

910-904-4200

Brian Clodfelter

Owner

Rhetson Companies

910-944-0881

Victor D. Deese

265 Almond Drive Cameron, NC 28326

334-224-4331 334-224-4331

victor.deese@gmail.com US Army Officer (LTC, Engineer)

24 Years of executive leadership in operational and strategic environments. I am retiring from active duty on 11/03/20.

Masters in Construction Management (Western Carolina-2019)

MPA (Webster University-2004)

BA in Political Science (UNC Chapel Hill-1993)

Seven years of local government experience as a City Planner/Project Manager (1993-2000)

Planning Board

Subdivision Review Board

05/27/2020

VICTOR D. DEESE

Lieutenant Colonel, Corps of Engineers United States Army Fort Bragg, NC 28310 334-224-4331

Victor.deese@gmail.com PROFESSIONAL SUMMARY AND OBJECTIVE

Focused executive leader with 24 years of experience in positions of increasing responsibility at all levels of the United States Army. Professional Planner and Program Manager leading all aspects of physical asset management, construction, operations, and organizational development. Seeking an opportunity in a professional environment where I can apply my leadership skills, military construction experience, and entrepreneurial spirit. FOCUS AREAS
-Strategic Master Planning -Construction & Project Management -MILCON Budget Development -Leader & Team Development -Facility Operations & Maintenance -Local Government Assistance

EXPERIENCE

United States Army, Engineering Officer (1996-Present)

Command Engineer (Program Manager), 1st Special Forces Command (Airborne), Fort Bragg, NC (2019-Present)

- Responsible for the planning, coordinating resources and execution of engineer support to seven (7) Special Forces Groups, two (2) Psychological Groups, one (1) Civil Affairs Brigade and one (1) Sustainment Brigade. Provides policy, guidance, direction and oversight on all aspects of a \$1 billion Military Construction program and a \$6 million annual Facility Sustainment, Restoration and Modernization program.
- Responsible for the operations and maintenance of over 12 million square feet of existing facilities. Conducts installation engagement, master planning, and global operational support requirements across the spectrum of conflict. Supports Special Forces growth and transformation in accordance with the USASOC 2035 campaign objectives.

Battalion Commander (CEO), 1-395th Brigade Engineer Battalion, Fort Hood, TX (2017-2019)

- Responsible for the training of mobilized Army National Guard and Army Reserve units deploying to Afghanistan, Iraq, and other Overseas Contingency Operations. Synchronized the planning, preparation and oversight of Crew Mounted Gunnery, Convoy Life Fires, CROWS Weapon Systems, C-IED and Protection War fighting Functions and Life Cycle battalion operations.
- Responsible for planning, resourcing, and training execution for four company teams and HQ element; developed professional, trained and ready Soldiers that were equipped with the most current lessons learned and tactics, techniques and procedures to implement relevant, realistic and challenging training on threats to deploying units.
- Responsible for the leader development of over 250 unit personnel; maintained unit asset accountability of \$16 million and a unit operating budget of \$950K.

Engineer (Project Coordinator), Capabilities Directorate Integrations Directorate, Fort Benning, GA (2015-2017)

- Responsible for the tactical and technical engineer integration solutions across all Army mechanized, airborne and wheeled formations. Coordinated across Army proponents to accomplish project development of assigned Infantry program systems. Ensured requirements were aligned with material development cost, schedule, and performance standards. Worked with Army formations and various Fort Benning, GA agencies to provide Engineer related expertise such as CIED defeat efforts and subterranean breaching operations.

Engineer (Instructor), Combined Arms Integration Division, Fort Benning, GA (2014-2015)

- Responsible for the primary instruction of over 5,000 maneuver officers and officer candidates on Engineer Operations. Planned, prepared and executed formal instruction as part of the Maneuver Captains Career Course, Infantry and Armor Basic Officer Leaders Courses, Officer Candidate and functional courses. Instruction included leadership development, Engineer doctrine and associated techniques of engineering operations.

Operations Officer (Project Manager), 35th Engineer Battalion, Fort Leonard Wood, MO (2011-2014)

- Responsible for analyzing, planning and directing the training and operations of the largest Engineer Brigade in the Army, with a daily average of over 3,500 Soldiers and 200 civilians training and operating at six installations across the United States.
- Responsible for the oversight of brigade training, operations, planning and construction, encompassing a budget of nearly \$5 million.
- Responsible for the development of the Work Breakdown Structure, risk mitigation strategy for five facility upgrades totaling approximately \$5 million at Ft Leonard Wood, MO; monitored the project progress and communicated project status to stakeholders; project deliverables were a multi-purpose demolitions training facility, four 200 persons state of the art classrooms, two 1,500 SF latrines and two 20,000 SF storage facilities.
- Second in command of an 800 Soldier battalion; managed \$1.6 million operations budget.

Division Engineer (Program Manager), 82nd Airborne Division, Fort Bragg, NC/Afghanistan (2008-2010)

- Responsible for the development of project schedules, budgets and risk management plans; executed defined tasks and measured project performance; deliverables included over 100 living quarters spray foamed, valued at \$28 million and housing and dining facilities worth over \$300 million for the Afghan National Army; served as contracting officer representative for the afghan spray insulation contract valued at \$28 million.
- Responsible for the oversight for the execution of construction projects worth over \$300 million for the Afghan National Army, 201st Corps.
- Primary planner for all facilities maintenance and construction within the 82nd ABN DIV; managed oversight of approx. \$360 million in divisional constructions and managed facility maintenance in excess of \$5 million.
- Daily interaction with executive levels of Directorate of Public Works, Army Corps of Engineers; managed three civilian facility managers for over 200 real property facilities.
- Planned, prepared and executed engineer assessments and construction contracts; supervised construction projects that included 50 billeting huts (\$900K), guard towers installations (\$850K) and winterization efforts (\$900K).

- Transition Team Engineer (Project Manager), 36th Engineer Group, Iraq (2005-2006)

- Assistant Group Engineer (Project Manager), 3rd Special Forces Group, Afghanistan/Fort Bragg, NC
(2003-2004)

- Brigade Training & Construction Officer, 20th Engineer Brigade, Fort Bragg, NC (2000-2003)

- Senior Village Planner, Village of Pinehurst, NC (1999-2000)

- Project Manager, The Wooten Company, Greenville, NC, (1994-1999)

- Western Carolina University
January 2016-May 2019

Air University, Maxwell Air Force Base
Science July 2010-June 2011 Montgomery, AL -Masters degree Military Operational Art &

US Army Engineer School Fort Leonard Wood, MO -Engineer Officer Advance Course
Graduate May 2004-October 2004

Webster University St. Louis, MO -Masters degree in Public Administration
October 2002-October 2004

US Army Engineer School Fort Leonard Wood, MO -Engineer Officer Basic Course Graduate
November 1996- April 1997
UNC Chapel Hill Chapel Hill, NC -BA in Political Science, Concentration in Public Administration
May 1990-August 1993
PROFESSIONAL SCHOOLS Joint Engineer Officer Course (JEOC) Engineer Advanced Officer's Course
Engineer Basic Officer's Course
PROFESSIONAL MEMBERSHIPS Society of American Military Engineers (SAME) Army Engineer Association
(AEA) Veteran of Foreign Wars (VFW) Military Officer's Association of America (MOAA)
Project Management Institute (PMI) American Planning Association (APA) REFERENCES Lieutenant Colonel
James Welch, Battalion Commander, Birmingham, AL, (706) 626-2416 Colonel Mike Biankowski, Director of
Instruction, Fort Leonard Wood, MO, (912) 435-8987
Steve Player, The Wooten Company, Raleigh, NC, (919) 828-0531 Colonel Scott Preston, District Commander,
Tulsa, OK, (703) 389-7991 Dr. George Ford, Director, Mississippi State University, Starkville, MS, (828) 506-9942
SECURITY CLEARANCE Top Secret, Sensitive Compartmented Information (TS/SCI); Expires 2026
PROFESSIONAL CERTIFICATIONS OSHA 40 HAZWOPER: Certificate #2001121311933 (Issued 1/12/2020)
Project Management Professional (PMP) Certificate of Completion-35 PDUs (Issued 11/6/2019)

Diane Wilson

922 Seven Lakes North, West End, NC 27376

910-603-1129 910-603-1129

dwill1060@yahoo.com or

diane@toweringpinesrealestate.com

REALTOR

I am a local Realtor with Towering Pines Real Estate since 2015, I have a good understanding of the market and have seen the growth in Moore County, which I believe is a plus to serve on the Planning Board. I am a native of Moore County and also a former employee before retirement (EMS). Thank you for your consideration

04/21/2020

Ron Jackson

335 fields

9109947453 9109447453

qualitybuilt1@hotmail.com Entrepreneur

I have been on planing board and board of adjustments Years ago. I have been involved in real estate for 25 years and no most state rules and regulations. I think I would fair and look at every issue on its own merit.

04/08/2020

Agenda Item: Meeting Date: 07/20/2021 MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Laura M. Williams, Clerk DATE: 07/16/2021 SUBJECT: Appointments / Nursing & Adult Care Home Community Advisory Committee REQUEST:

Appoint two new members to the Nursing and Adult Care Home Community Advisory Committee.

BACKGROUND: Jeffrey Mercer and Madeline Mercer are recent applicants for appointment to the Nursing and Adult Care Home Community Advisory Committee. They have completed required training and certification by the State and have been recommended for appointment. IMPLEMENTATION PLAN:

Clerk will make notification of appointments and update records.

RECOMMENDATION SUMMARY: Make a motion to appoint Jeffrey Mercer and Madeline Mercer to the Nursing and Adult Care Home Community Advisory Committee for one-year terms commencing August 1, 2021, and expiring July

31, 2022. ATTACHMENTS:

Appointment Applications and Certifications