

MOORE COUNTY BOARD OF COMMISSIONERS

TUESDAY, MAY 4, 2021

REGULAR MEETING, 10:30 A.M.

CALL TO ORDER

INVOCATION – Rev. Adam Beddingfield, 705 Church of God of Prophecy

PLEDGE OF ALLEGIANCE – Major Andy Conway, Sheriff's Office

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: April 14, 2021, Special Meeting

B. Minutes: April 20, 2021, Regular Meeting

C. Minutes: April 26, 2021, Special Meeting

D. Budget Amendments

E. Bibey Rd. Conservation Major Subdivision Board Order

F. Deed of Dedication for Gretchen Pines Phase 2

G. Workers' Comp. and Property & Liability Proposals with NC Association of County Commissioners Risk Management Pool

H. Airport Professional Services for Runway 5 RPZ Land Acquisition, 8036 Aviation Dr., and Grant Administration Documents

IV. RECOGNITIONS

A. Public Safety – Medical Director (Bryan Phillips, Public Safety Director)

B. Social Services – Foster Parent Appreciation Month (Brenda Lester / Earlicia McBryde)

V. PRESENTATIONS

A. Health – COVID-19 Update (Robert Wittmann, Health Director)

VI. PUBLIC HEARINGS

A. Finance/Adoption of Resolution Making Certain Findings and Determinations and Call to Public Hearing – Limited Obligation Bonds, Series 2021 (Caroline Xiong, Finance Director)

VII. OLD BUSINESS

A. Transportation – Request for Approval of Moore County Transportation Services Policies (Debra Ensminger, Planning/Transportation Director)

B. Administration – Request for Approval for Charters of Freedom Project (Rich Smith, Capital Projects Manager)

C. Administration – Request for Approval of Encroachment and Access Easement Agreement at Carriage Oaks Center (Rich Smith, Capital Projects Manager)

VIII. NEW BUSINESS

A. Administration – Request for Award of Bid for Court Facilities Project (Rich Smith, Capital Projects Manager)

B. Public Safety – Request for Approval of Medical Director Contract (Bryan Phillips, Public Safety Director)

C. Sheriff – Request for Approval of Contract to Replace Radio System in the Detention Center (Major Andy Conway)

D. Board – Request for Approval of FY 22 Regular Meeting Schedule (Laura Williams, Clerk to the Board)

IX. APPOINTMENTS

A. Whispering Pines Planning and Zoning Board ETJ Member

X. BUDGET DISCUSSION

XI. ADDITIONAL AGENDA

XII. MANAGER'S REPORT

XIII. COMMISSIONERS' COMMENTS

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

ADJOURNMENT

COMMISSIONERS UPCOMING MEETINGS / EVENTS:

- Board of Education, Monday, May 10, 6:30pm
- Sandhills Center, Tuesday, May 11, 7:00pm (Graham)
- Pre-agenda, Wednesday, May 12, 9:30am (Quis / Ritter)
- Local Emergency Planning, Thursday, May 13, 11:00am (Ritter)
- Fire Commission, Thursday, May 13, 6:00pm (Ritter)
- DSS Board, Monday, May 17, 5:30pm (Graham)
- Regular Meeting, Tuesday, May 18, 5:30pm
- Transportation Advisory Board, Wednesday, May 19, 3:00pm (Gregory)

PUBLIC COMMENT PROCEDURES
MOORE COUNTY BOARD OF COMMISSIONERS

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

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

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

7. Only one speaker will be acknowledged at a time. If the time period runs out before all persons who have signed up get to speak,
those names will be carried over to the next Public Comment Period.

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

9. Speakers who have prepared written remarks or supporting documents are encouraged to leave a copy of such
remarks and
documents with the Clerk to the Board.

10. Speakers shall not discuss any of the following: matters which concern the candidacy of any person seeking
public office, including
the candidacy of the person addressing the Board; matters which are closed session matters, including but not
limited to matters
within the attorney-client privilege, anticipated or pending litigation, personnel, property acquisition, matters which
are made
confidential by law; matters which are the subject of public hearings.

11. Information sheets outlining the process for the public's participation in Board meetings will also be available in
the rear of the
Commissioner's Meeting Room.

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

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

Revised on the 7th day of April 2015.

Revised on the 7th day of February 2017.

MOORE COUNTY BOARD OF COMMISSIONERS
SPECIAL MEETING
WEDNESDAY, APRIL 14, 2021, 10:30 A.M.

The Moore County Board of Commissioners convened for a special meeting (work session) at 10:30am, Wednesday, April 14, 2021, in the Grand Hall of the Moore County Senior Enrichment Center, 8040 US Hwy 15/501, Carthage, NC.

Commissioners Present:

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

Commissioners Absent:

Otis Ritter

Chairman Quis called the meeting to order. County Manager Wayne Vest welcomed everyone and offered the invocation

and Vice Chairman Louis Gregory led the Pledge of Allegiance.

N.C.G.S. 160D

Planning/Transportation Director Debra Ensminger provided background information regarding N.C.G.S. 160D. She noted that what the Board would see during the meeting would be effective July 1, 2021 and shared that consultant Chad

Meadows with CodeWright had been hired by the County to help incorporate changes into the Unified Development Ordinance. She said the County's ordinance was in good shape and much further along than many other areas in the

State. Ms. Ensminger introduced Mr. Meadows who provided a presentation, hereby incorporated as a part of these minutes by attachment as Appendix A. There was discussion during the presentation regarding the Board's consultation

with the County Attorney and Planning Director and staff for guidance on what was required by 160D.

The Board recessed for lunch at approximately 12:05pm and reconvened at approximately 12:35pm, at which time Commissioner Gregory left due to another commitment.

Mr. Meadows completed his presentation and further discussion was held on recommended changes. The Board additionally discussed the timeline for staff bringing the UDO changes forward for approval. A memo provided by Mr.

Meadows and shared with the Board is also hereby incorporated as a part of these minutes by attachment as Appendix B.

Adjournment

There being no further business, Chairman Quis adjourned the April 14, 2021, special meeting of the Moore County Board of Commissioners at 1:16pm.

Francis R. Quis, Jr., Chairman

Laura M. Williams, Clerk to the Board

MOORE COUNTY BOARD OF COMMISSIONERS

TUESDAY, APRIL 20, 2021

REGULAR MEETING, 5:30 P.M.

The Moore County Board of Commissioners convened for a Regular Meeting at 5:30pm, Tuesday, April 20, 2021, in the Commissioners' Meeting Room of the Historic Courthouse, One Courthouse Square, Carthage, North Carolina.

Commissioners Present:

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

Chairman Quis called the meeting to order. Reverend Rick Martindale of First Presbyterian Church of Carthage offered the invocation and Planning/Transportation Director Debra Ensminger led the Pledge of Allegiance.

PUBLIC COMMENT PERIOD

There were no comments.

ADDITIONAL AGENDA

Chairman Quis noted that an item under Old Business regarding a matching funds request for an entrepreneurship hub in the Town of Carthage should be removed from the agenda for this meeting. Upon motion made by Commissioner Daeke, seconded by Commissioner Ritter, the Board voted 5-0 to remove the entrepreneurship hub item from the agenda.

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

CONSENT AGENDA

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

Minutes: March 31, 2021, Special Meeting

Minutes: April 6, 2021, Regular Meeting

Budget Amendments

Tax Releases/Refunds – March 2021

Appointment of Katherine P. Liles as a Moore County Review Officer

The budget amendments, tax releases/refunds resolutions, and appointment resolution are hereby incorporated as a part of these minutes by attachment as Appendices A, B, and C, respectively.

PRESENTATIONS

Sandhills Center Program Update and FY 22 Budget

Ms. Victoria Whitt, Chief Executive Officer for Sandhills Center for Mental Health/Developmental Disabilities/Substance Abuse Services, presented program updates as well as Sandhills Center's FY 2022 budget request. Materials presented by Ms. Whitt are hereby incorporated as a part of these minutes by attachment as Appendix D.

Moore County Schools FY 22 Budget

Moore County Board of Education Chair Libby Carter offered comments regarding the Moore County Schools (MCS) FY 2022 budget request and noted that it was a request from the entire Board. Superintendent Dr. Robert Grimesey acknowledged and expressed appreciation for the Schools' partnerships throughout the County. Dr. Grimesey and MCS Chief Financial Officer Andrew Cox provided a presentation regarding the budget request. The presentation is hereby incorporated as a part of these minutes by attachment as Appendix E. Mr. Cox additionally discussed COVID-19 related funding. Upon inquiry by Commissioner Gregory, discussion followed regarding classified staff salaries and a proposed increase. There was further discussion regarding additional COVID funding to be received and allowable uses.

Health – COVID-19 Update

Health Director Robert Wittmann provided an update regarding the COVID-19 pandemic, including information on mask requirements as well as the Johnson & Johnson vaccine being paused for review. Deputy Director/PIO Matt Garner provided updated statistics. Chairman Quis commented that it was good to see the numbers trending in a positive direction and he noted the importance of communicating to younger citizens the need to be vaccinated. He inquired regarding the number of convalescent homes employees that were currently vaccinated and Mr. Wittmann said it ranged from 23% to 100% per facility and said he should get an update on that in the first of May. Commissioner Graham discussed that the numbers presented on cases reflected the effectiveness of the vaccine in stopping the spread of the virus.

MCTS – Draft Policies

Planning/Transportation Director Debra Ensminger reviewed proposed updated to the current policies for Moore County Transportation Services as well as a new proposed camera policy. She said she would like to bring the policies forward for the Board's approval at its May 4, 2021, regular meeting. Chairman Quis thanked Ms. Ensminger and said the Board could consider the proposed policies at its next meeting. Ms. Ensminger noted that the Transportation Advisory Board had approved the policies the previous Wednesday.

Chairman Quis called for a brief recess that lasted from approximately 7:06pm to 7:19pm.

PUBLIC HEARINGS

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

Add Seven Roads

GIS Manager Rachel Patterson reviewed a request to add seven new roads to the Moore County Road Name and Addressing Ordinance. Chairman Quis opened the duly advertised public hearing regarding this matter. There were no speakers. Chairman Quis closed the public hearing. Upon motion made by Commissioner Daeke, seconded by Commissioner Graham, the Board voted 5-0 to add seven roads to the Moore County Road

Name and Addressing Ordinance as proposed. The amendment to the ordinance is hereby incorporated as a part of these minutes by attachment as Appendix F.

Planning / Public Hearing – Unified Development Ordinance Text Amendments: Highway Corridor Overlay District Standards

Planning/Transportation Director Debra Ensminger reviewed a request for text amendments to the Unified Development Ordinance regarding the Highway Corridor Overlay District Standards, and she highlighted the proposed changes. Commissioner Graham inquired regarding whether Highway 22 to Chatham County was included and Ms. Ensminger said no. Chairman Quis inquired regarding manufactured homes and Ms. Ensminger indicated these would not be allowed in the urban transition areas but would be allowed in the rural area. Commissioner Ritter asked about the right-of-way distance measurement and Ms. Ensminger explained it. Chairman Quis asked for the definition of waste facility and Ms. Ensminger said it mirrored the State's definitions. Chairman Quis opened the public hearing regarding this matter, which had been continued from the Board's February 16, 2021, regular meeting. There were no speakers. Chairman Quis closed the public hearing. Upon motion made by Commissioner Gregory, seconded by Commissioner Graham, the Board voted 5-0 to approve the Board of Commissioners Consistency Statement as required per N.C.G.S. 160D-605 and authorize the Chairman to sign. Upon motion made by Commissioner Daeke, seconded by Commissioner Ritter, the Board voted 5-0 to approve the proposed amendments to the Moore County Unified Development Ordinance regarding Highway Corridor Overlay District Development Standards and adding 15/501 from the Lee County line to Carthage and Highway 690 as proposed. The consistency statement and Ms. Ensminger's staff report are hereby incorporated as a part of these minutes by attachment as Appendix G. Chairman Quis expressed appreciation for the work on these amendments and noted that Ms. Ensminger had sought and received input from local municipal officials regarding the recommendations.

QUASI-JUDICIAL HEARINGS

Planning / Quasi-Judicial Hearing – Special Use Permit Request: Major Conservation Subdivision Preliminary Plat Approval – Bibey Rd.

County Attorney Misty Leland announced that the next item on the agenda was a request by C & C Properties of MC, LLC, for a Special Use Permit for a Major Conservation Subdivision Preliminary Plat approval for twelve lots located on Bibey Road, Carthage, NC. She explained that the hearing on this matter was judicial in nature and invited anyone to testify to come forward and be sworn in by the Clerk. Debra Ensminger, Julia Simmons, and Philip Picerno were sworn in by Laura Williams, Clerk to the Board. Ms. Leland then asked the Board members with any information or special knowledge about the case to describe that information for the record, and there was none. Ms. Leland then provided opportunity for the Board members to reveal any possible conflicts and withdraw from the proceedings if necessary, and there were no conflicts. Ms. Leland explained the proceedings and then opened the public hearing.

Moore County Planning/Transportation Director Debra Ensminger presented the request and her staff report is hereby incorporated as a part of these minutes by attachment as Appendix H (1).

Following Ms. Ensminger's presentation, Mr. Nicholas Robinson of Bradshaw, Robinson, Slawter, LLP,

attorney for the applicant, stated the request and noted the quasi-judicial nature of the hearing. Mr. Robinson formally tendered into the record all of the application and the record of the Subdivision Review Board. The application is included in Ms. Ensminger's staff report attached as Appendix H (1), and the Subdivision Review Board record is hereby incorporated as a part of these minutes by attachment as Appendix H (2).

Mr. Robinson qualified Mr. Philip Picerno, Project Manager for LKC Engineering, as an expert in the field of site plan design and preliminary engineering. Upon answering several questions by Mr. Robinson, Mr. Picerno

confirmed the project met required criteria based on his knowledge and experience. Chairman Quis inquired regarding unsuitable soil and Mr. Picerno stated that septic would be located in suitable soils.

Mr. Robinson qualified Ms. Julia Simmons, realtor with Coldwell Banker Advantage as a real estate sales and market values expert. Upon answering several questions by Mr. Robinson, Ms. Simmons offered that the project would not substantially harm the value of adjoining properties and she testified that in her opinion, it would raise the values. Mr. Robinson entered into the record a letter signed by Ms. Simmons and her broker-in-charge regarding Ms. Simmons' opinion. The letter is hereby incorporated as a part of these minutes by attachment as Appendix H (3). Commissioner Daeke noted that not substantially did not mean not at all and Ms. Simmons restated her opinion that the value would only be raised. Mr. Robinson noted that Ms. Simmons statement regarding substantial harm of value was only tracking with language in the Unified Development Ordinance.

Mr. Robinson respectfully asked the Board to approve the request.

Ms. Leland asked if anyone was present to speak in opposition to the request and no one came forward.

Commissioner Gregory made a motion, seconded by Commissioner Daeke, to approve the Special Use Permit Neighborhood Conservation "Bibey Road" Preliminary Plat for twelve lots on a 34-acre parcel, located on Bibey Road, Carthage, NC, owned by C & C Properties of MC, LLC per Deed Book 5203, Page 443.

Chairman Quis inquired regarding two of the roads approved in a hearing earlier in the evening that were part of this subdivision and brief discussion followed. Ms. Leland noted that the matter before the Board currently was the Special Use Permit request. The motion to approve carried 5-0. Ms. Leland closed the public hearing.

NEW BUSINESS

Health – Request for Approval of Revision #2 Activity 543 ELC Enhancing Detection Grant

Health Director Robert Wittmann requested approval of a grant agreement addendum. Upon motion made by Commissioner Graham, seconded by Commissioner Daeke, the Board voted 5-0 to approve and execute the Revision #2 Agreement Addendum for Activity 543 ELC Enhancing Detection Grant in the amount of \$807,957.

Administration – Request for Approval of Encroachment and Access Easement Agreement at Carriage Oaks Center

Capital Projects Manager Rich Smith presented a request for approval of an encroachment and access easement agreement between the County and CREH Kings Mountain, LLC for their construction project at the Carriage Oaks Center in Carthage. Chairman Quis inquired regarding the dumpster area and whether there was adequate space for a truck to turn in and pick it up. Commissioner Graham asked about preventing trucks from parking in the right-of-way while their drivers visited the business being constructed. Lengthy discussion followed regarding the site plan. Planning/Transportation Director Debra Ensminger noted that it was approved by the Town of Carthage. She said the County issued building permits based on zoning approvals by the Town. There was further discussion regarding effects to the County's property and the Board determined it would be

appropriate for Mr. Smith to have further discussion with representatives for CREH Kings Mountain about these concerns. Upon motion made by Commissioner Graham, seconded by Commissioner Daeke, the Board voted 5-0 to table the item until the next meeting.

APPOINTMENTS

Juvenile Crime Prevention Council

Upon motion made by Commissioner Graham, seconded by Commissioner Daeke, the Board voted 5-0 to reappoint DeVault Clevenger as a commissioner appointee and to appoint Lt. Eric Galloway as the Sheriff's designee to the Juvenile Crime Prevention Council for two-year terms expiring April 30, 2023.

COMMISSIONERS' COMMENTS

Commissioner Graham acknowledged the attendance of Whispering Pines Mayor Alexa Roberts and thanked her for being present.

Chairman Quis wished Commissioner Daeke and his wife a happy 58th wedding anniversary.

ADJOURNMENT

There being no further business, upon motion made by Commissioner Graham, seconded by Commissioner Ritter, the Board voted 5-0 to adjourn the April 20, 2021, regular meeting of the Moore County Board of Commissioners at 8:56pm.

Francis R. Quis, Jr., Chairman

Laura M. Williams, Clerk to the Board

MOORE COUNTY BOARD OF COMMISSIONERS
SPECIAL MEETING
MONDAY, APRIL 26, 2021, 1:30 P.M.

The Moore County Board of Commissioners convened for a special meeting (work session) at 1:30pm, Monday, April 26,

2021, in the Grand Hall of the Moore County Senior Enrichment Center, 8040 US Hwy 15/501, Carthage, NC.

Commissioners Present:

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

Commissioners Absent:

Chairman Frank Quis

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

Court Facilities Project Discussion

Mr. Vest reviewed the history and timeline leading up to the current courthouse construction project. He shared that bids

had come back the past Thursday and staff was pleasantly surprised. He said they had looked at a base bid and several

additional alternates, but he did not think the Board would need to talk about scaling the project back. Mr. Vest shared

and reviewed the bid tab, which is hereby incorporated as a part of these minutes by attachment as Appendix A. He then

introduced Ted Cole with Davenport & Co., the County's financial advisors, who provided a presentation regarding financing of the project and the timeline. Mr. Cole's presentation is hereby incorporated as a part of these minutes by

attachment as Appendix B.

Upon inquiry by Vice Chairman Gregory, there was discussion regarding estimates and Mr. Vest and Mr. Cole explained

items that were estimated and the reasonability of those estimates. Capital Projects Manager Rich Smith discussed estimates for engineering for the Dowd Road connector as well as reconfiguring the Register of Deeds entrance to avoid

safety issues during construction of the court facility. Mr. Cole further offered background regarding the not-to-exceed

amount presented. Mr. Vest noted that if the project was above the threshold for debt the Board wanted to incur, the alternates could be considered.

Vice Chairman Gregory expressed appreciation for the information provided. Commissioner Daeke inquired regarding

the bid tab and proposals for alternates. Mr. Vest discussed that the base bid had to be covered first.

Commissioner Ritter

expressed his comfort with the direction the project was moving. Commissioner Graham concurred that she was comfortable as well and noted the potential for cost increases if the project were delayed. She noted that this project had

been in the works since 2008 so it was not something the Board had taken lightly. Vice Chairman Gregory commented

regarding moving forward in the right way. Commissioner Ritter and Commissioner Graham discussed the directive by

the NC Supreme Court to address the project as well as a report by the Grand Jury. Mr. Vest discussed all the input that

had been received, including from the occupants of the building, and how the County had taken to heart advice to work

closely with all those involved in order to have a desirable outcome.

Adjournment

There being no further business, upon motion made by Commissioner Ritter, seconded by Commissioner Daeke, the

Board voted 4-0 to adjourn the April 26, 2021, special meeting of the Moore County Board of Commissioners at 2:34pm.

Francis R. Quis, Jr., Chairman

Laura M. Williams, Clerk to the Board

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM:

DATE:

SUBJECT:

PRESENTER:

REQUEST:

Caroline L. Xiong, Finance Director

04/26/2021

Budget Amendments

Caroline L. Xiong

Agenda Item: Meeting Date: 05/04/2021

Approve the attached budget amendments and accept any grant funds awarded to the County associated with the budget amendment.

BACKGROUND:

The NC General Statutes provide for the County to make amendments to the budget during the fiscal year. The budget should be amended to reflect the changing financial opportunities and adjustments that occur after the budget is adopted. Attached are detailed explanations of each amendment. The amendments are:

Department/ Amount Sources of Revenue Justification Journal Fund 1. Property \$3,618 Insurance Reimbursement Used for any maintenance and repairs 110002 Management increase for the County Vehicles 2. Library \$177 Donations Books 110003 increase

3. CVB \$200,000 Room Occupancy Tax Funds collected in excess of proposed 110004 increase 20-21 FY July 2020 - February 2021. Sheriff/ Animal \$16,603 Animal Surrender Revenue Payments to Animal Services for care 110005 Services increase and feeding of the confiscated cattle from Terry Williams' court judgment

IMPLEMENTATION PLAN: N/A

FINANCIAL IMPACT STATEMENT:

The overall effect is to increase/decrease the revenue and expenditures in the General Fund for \$20,398, Convention

& Visitors Bureau Fund for \$200,000 and to authorize the County Manager to proceed with the amendments and any actions required as a result.

RECOMMENDATION SUMMARY:

Recommend a motion to approve the following budget amendments as stated and accept any grant funds awarded to the County associated with the budget amendment.

SUPPORTING ATTACHMENTS:

The following budget amendments and supporting information are attached:

Fiscal Year 2020/2021

Budget Line Item

Number

Property Management -Insurance Reimbursement

Revenue 10018000 36053 Insurance Proceeds

Expense 10047087 53872 Professional SVCS

Budgeted

Amount

4,647

72,964

Increase/

(Decrease)

3,618

3,618

Approved this _____ day of. _____ 2021

Frank Quis

Moore County Board of Commissioners

Laura Williams

Clerk to the Board

110002

Revised

Budget

8,265

76,582

Budget Amendment Staff Report

Department:

Property Management

Increase or Decrease of Amount of Funding:

10018000 36053 (Insurance Proceeds) \$3,618.00

10047087 53872 (Professional Services) \$3,618.00

Source(s) of Funding:

Insurance Reimbursement

Justification {please be specific):

Kemper (Unitrin Safeguard Ins. Company) sent a reimbursement check to the County of Moore Property Management for the following amount of:

\$477.96 for settlement payment for DSS Vehicle#1 VIN#3F A6POG72JR170926

Also received two reimbursement payments from Sedgwick Claims Management totaling in the amount of \$3,140.09 for settlement payments for Sheriff Dept. 2016 Dodge Charger VIN#9761 (\$2,437.14) and 2018 Chevrolet Tahoe (\$702.95).

The totaled amount of \$3,618.05 will be used for any maintenance and repairs for the County Vehicles.

Fiscal Year 2020/2021

Budget Line Item

Number

Library -Donations

Revenue 10018007 31603 Donations/Memorials

Expense 10031000 52612 Books

Budgeted

Amount Increase/

50,000

(Decrease)

177

177

Approved this _____ day of, _____ 2021

Frank Quis

Moore County Board of Commissioners

Laura Williams

Clerk to the Board

110003

Revised

Budget

177

50,177

Department; Library

. Budget Amendment Staff Report

. Increase or Decrease in Amount of Funding:

1) Donation/Memorials - 1977 increase

1) Above anticipated amount for fiscal year donations/memorials

1) Book - 1977:

Revenue

Expense

Expense

Expense

Fiscal Year 2020/2021

Budget Line Item

Number

CVB -Room Occupancy Tax

26011000 36094 Net Room Occupancy Tax

26054092 53601 Digital Marketing

26054092 53401 Promotions

26054092 53603 Public Relations

Budgeted

Amount Increase/ Revised

Budget

1,504,730

643,512

26,000

28,000

(Decrease)

200,000 1,704,730

160,000 803,512

15,000 41,000

25,000 53,000

Approved this _____ day of, _____ 2021

Frank Quis

Moore County Board of Commissioners

Laura Williams

Clerk to the Board

110004

Budget Amendment Staff Report

Department:

CVB

Increase or Decrease of Amount of Funding:

26011000 36094 (Net Room Occupancy Tax) \$200,000.00

26054092 53601 (Digital Marketing) \$160,000.00

26054092 53401 (Promotions) \$15,000.00

26054092 53603 (Public Relations) \$25,000.00

Source(s) of Funding:

Room Occupancy Tax

Justification (please be specific):

Transfer of funds collected, in excess, of proposed 20-21 FY budget amounts for July 2020-February 2021.

Revenue

Expense

Expense

Fiscal Year 2020/2021

Budget Line Item

Number

Budgeted

Amount Increase/

(Decrease)

Sheriff/ Animal Services -Detention Center I Judgement Order

1002407 0 35080 Animal Surrender Revenue

10019508 53826 Detention Payments

10021570 53872 Professional SVCS

162,000

58,320

16,603

15,000

1,603

Approved this _____ day of, _____ 2021

Frank Quis

Moore County Board of Commissioners

Laura Williams

Clerk to the Board

110005

Revised

Budget

16,603

177,000

59,923

Budget Amendment Staff Report

Department: Sheriff-Animal Services

Increase or Decrease of Amount of Funding: Increase

10024070 35080 Animal Surrender Revenue INCREASE \$16,603

10019508 53826 Detention Center Payments INCREASE \$15,000

10021570 53872 Professional Services-Animal Services INCREASE \$1,603

Source(s) of Funding:

Funds were originally moved from Detention Center payments to Animal Services for care and feeding of the confiscated cattle from Terry Williams' court judgement.

Justification (please be specific):

A total of \$87,285.97 was collected in revenue account 10024070 35080 for the sale of cattle from the judgment order. \$16,603 is the cost for feeding and care of the cows while in the custody of Animal Services. The balance of \$70,682.97 would be reimbursed per to judgement order.

Agenda Item: _____

Meeting Date: May 4, 2021

MEMORANDUM TO THE BOARD OF COMMISSIONERS

FROM: Debra Ensminger

Planning & Transportation Director

DATE: April 21, 2021

SUBJECT Bibey Road Conservation Major Subdivision - Board Order
Approval

PRESENTER: Debra Ensminger

REQUEST

Request the Board of Commissioners approval of the Bibey Road Conservation Major Subdivision Board Order of the Special Use Permit for Bibey Road Conservation Major Subdivision approved by the Board of Commissioners during their regularly scheduled meeting on April 20, 2021.

BACKGROUND

The Board of Commissioners held the Quasi-Judicial Hearing of a Special Use Permit request for Bibey Road Conservation Major Subdivision on approximately 34 acres.

The Board of Commissioners unanimously (5-0) approved the Special Use Permit for Conservation Major Subdivision submitted by applicants C & C Properties of MC, LLC during the regular scheduled meeting on April 20, 2021.

IMPLEMENTATION PLAN

Upon approval the Special Use Permit will be issued.

FINANCIAL IMPACT STATEMENT

No financial impact to the County's FY 2020-2021 budget.

RECOMMENDATION SUMMARY

Make a motion to approve the Bibey Road Conservation Major Subdivision Board Order as presented and allow the Chairman to sign.

ATTACHMENTS

Board Order

STATE OF NORTH CAROLINA BEFORE THE MOORE COUNTY
BOARD OF COMMISSIONERS
COUNTY OF MOORE FILE NO.: _____

Applicant: C & C Properties of MC, LLC ORDER OF FINDINGS OF FACT AND
CONCLUSIONS IN SUPPORT OF
ParID # 00039436 GRANTING A SPECIAL USE PERMIT

THIS CAUSE, being heard by the Moore County Board of Commissioners on April 20, 2021 at 5:30 p.m. in the Historic Courthouse, 2nd Floor Meeting Room, Carthage, NC for a quasi-judicial hearing on C & C Properties of MC, LLC application for a Special Use Permit: Major Conservation Subdivision Preliminary Plat for 12 lots on a 34-acre parcel owned by C & C properties of MC, LLC as identified in Deed Book 5203, Page 443. The Moore County Board of Commissioners has proper jurisdiction over the parties and subject matter and the parties are properly before the Moore County Board of Commissioners. After reviewing the documents of record and hearing from all parties and witnesses present at the hearing, the Board of Commissioners by sufficient evidence, based on the standards and Unified Development Ordinance of Moore County, NC and North Carolina General Statutes enters the following order.

FINDINGS OF FACT

1. That all parties were notified of the hearing; and
2. That the Applicants are C & C Properties of MC, LLC; and
3. That the Property Owner is C & C Properties of MC, LLC; and
4. That witnesses Debra Ensminger, Planning Director Moore County, Phillip Picerno, Project Manager, LKC Engineering and Julia Simmons, Coldwell Banker Advantage were sworn and testified; and
5. Attorney Nicolas P. Robinson of Bradshaw, Robinson, Slawter LLP represented Applicants and Property Owner. Attorney Robinson summarized his clients' case and tendered Phillip Picerno, Project Manager, LKC Engineering and Julia Simmons, Coldwell Banker Advantage as expert witnesses; and
6. That Applicants, C & C Properties of MC, LLC are requesting approval of a Preliminary Plat for a Major Conservation Subdivision for 12 lots on a 34-acre parcel: and
7. That the property is zoned Residential and Agricultural-40 and allows Major Conservation Subdivisions upon the issuance of a Special Use Permit.
8. That the proposed site details are as follows:

Zoning Residential and Agricultural-40

Acreage 34

Watershed Little River WS-III-P

Highway Corridor Overlay N/A
Floodplain N/A
Historical Use Vacant

9. That the applicant agreed to the following conditions below at the Quasi-Judicial Hearing of even date herewith:

1. The proposed site plan meets all the requirements of the Unified Development Ordinance Section 18.6 Major Subdivisions – Preliminary Plat Submittal and Review

A. The developer shall complete the following items before construction begins or as otherwise indicated:

1. The applicant shall post a “Subdivision Decision” sign on the site and provide evidence to the Administrator with 10 days of preliminary plat approval, including contact information of the Administrator, for a minimum of 10 days to notify the neighbors of the subdivision decision, or the plat shall be null and void.
2. The applicant, prior to commencing any work within the subdivision, shall make arrangements with the Administrator to provide for adequate inspections.
3. All roads shall comply with the applicable provisions of the “Moore County Road Name and Addressing Ordinance.”
4. Utility Construction Plans shall be approved by Moore County Public Utilities, Fire Marshal, and other applicable agencies such as power, telephone, cable, etc.
5. NCDOT Driveway Permit Approval
6. The streets including drainage shall be designed, constructed, and paved in accordance with the most current edition of NCDOT’s “Subdivision Roads Minimum Construction Standards” as approved by the NCDOT.
7. Sediment Erosion Control Plan approval by NCDEQ.
8. Soils Evaluations Report approved by the Moore County Environmental Health Department required before final plat approval.
9. Shall meet the Type 3 landscaping requirements and approved by the Planning Department (inspection required before final plat approval).
10. Street trees must be installed and inspected before a Certificate of Occupancy is issued for each lot.
11. Bylaws and restrictive covenants approved before final plat approval to include that open space, cluster mailboxes, utilities easements for cable and power, and street trees will be maintained by the HOA.
12. All other provisions as indicated in Chapter 18 of the Unified Development Ordinance, and any other applicable local and state requirement, before construction begins and/or final plat approval.

CONCLUSIONS OF LAW

Based on the foregoing Findings of Fact the Moore County Board of Commissioners makes the following Conclusions with respect to the requested special use permit:

1. The use will not materially endanger the public health or safety if located where proposed and developed according to plan. The proposed use Major Conservation Subdivision, is consistent with the uses in the area, and therefore does not pose danger to life or property.
2. The use meets all required conditions and specifications. Specifically, the proposed use meets the Unified Development Ordinance Regulations, Section 18.6 Major Subdivisions- Preliminary Plat Submittal and Review
3. The use will not substantially injure the value of adjoining or abutting property unless the use is a public necessity. Due to the proposed use being near other Major Conservation Subdivisions and consistent with the uses in the area, the use will not injure the value of adjoining property owners.
4. The use will be in harmony with the surrounding area and compatible with the surrounding neighborhood. Due to the use being a Major Conservation Subdivision and being near to other Major Conservation Subdivisions in the area, the proposed Major Conservation Subdivision of 12 lots is in harmony with the surrounding area.
5. The use will be in general conformity with the approved Moore County Land Use Plan. The proposed use is reflected in the goals of the Moore County Land Use Plan adopted in November 2013: Action 1.5.2: Support new developments that utilize existing or implement planned infrastructure that most economically preserves open space. Action 1.8.5: Support and promote infill development that will optimize the use of existing infrastructure.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

The Special Use Permit request of C & C Properties of MC, LLC is hereby GRANTED for the reasons stated above. The Special Use Permit shall expire (2) years from the date of issuance unless the proposed development is pursued as set forth in the Moore County Unified Development Ordinance. Continued compliance with the original site plan and this permit issued by the Board shall entitle applicants to the continued use of the property.

A copy of these FINDINGS AND CONCLUSIONS shall be filed with the Clerk of the County of Moore, and a copy of such order shall be served by certified mail, return receipt to the applicants C & C Properties of MC, LLC and shall be served by means of certified mail, return receipt requested upon any person specifically requesting service of the same.

So ORDERED this the 4th day of May 2021.

Frank Quis, Chair

Moore County Board of Commissioners

Attest: _____

Laura Williams, Clerk to the Board

Agenda Item:

Meeting Date: 5/4/21

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Randy Gould, Public Works Director

DATE: April 26, 2021

SUBJECT: Deed of Dedication for Gretchen Pines Phase 2

PRESENTER: Randy Gould, PE

REQUEST:

Accept the Deed of Dedication for water utility mains for the Gretchen Pines Phase 2 development.

BACKGROUND:

The water utilities construction at Gretchen Pines Phase 2 is complete and ready for operation and acceptance.

IMPLEMENTATION PLAN:

Accept the deed of dedication for the water utilities and begin operation of the system.

FINANCIAL IMPACT STATEMENT:

Acceptance of ownership of new utilities that places additional financial burden on the Moore County Public Utilities will be covered by the utility ratepayers.

RECOMMENDATION SUMMARY:

Make a motion to accept the Deed of Dedication for Gretchen Pines Phase 2.

SUPPORTING ATTACHMENTS:

Deed of Dedication and Releases

Agenda Item: Consent

Meeting Date: 05/04/2021

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Dawn Gilbert, Human Resources Director

DATE: April 19, 2021

SUBJECT: Workers Compensation and Liability & Property Proposals with North
Carolina Association of County Commissioners (NCACC) Risk
Management Pool

PRESENTER: Dawn Gilbert

REQUEST:

Approve the FY 21/22 proposals with the NCACC Risk Management Pool for Workers
Compensation and Liability & Property.

BACKGROUND:

Moore County's Workers' Compensation and Liability and Property Insurance coverage is currently
through the North Carolina Association of County Commissioners Joint Risk Management Agency.

The current Workers Compensation premium is \$264,026. The proposed premium for FY 21/22 is
\$264,028 which is an increase of \$2.00.

The current Liability and Property premium is \$607,764. The proposed premium for FY 21/22 is
\$659,525 which is an increase of \$51,761.00.

IMPLEMENTATION PLAN:

Agreement will be effective July 1, 2021 through July 1, 2022

FINANCIAL IMPACT STATEMENT:

Workers Compensation:

\$264,028 (proposed premium)
- \$24,465 (multi-pool discount)
- \$7,920 (3.0% longevity credit)
\$231,643 Total

Liability & Property:

\$659,525 (proposed premium)
- \$19,785 (3.0% longevity credit)
\$639,740 Total

FY 20/21 Expense: \$822,188

FY 21/22 Expense: \$871,383

Increase: \$49,195

RECOMMENDATION SUMMARY:

Make a motion to request the Board approve the FY 21/22 proposals with NCACC Risk Management Pool for Workers Compensation and Liability & Property Coverage.

SUPPORTING ATTACHMENTS:

Liability and Property Proposal
Workers Compensation Proposal

County:

RENEWAL ESTIMATE JULY 1, 2021 TO JULY 1, 2022 Date of Quote 4/16/2021

Coverage Contract Limit Deductible Contribution

Property Insured Values \$1,000 Total Property Values \$155,783,205 168,639

Named Storm \$1,000

\$1,000 Total Inland Marine Values \$7,557,564 8,182

Flood, NFIP \$500,000

Flood/Earthquake \$25,000 Total \$176,821

General Liability \$2,000,000 \$0 Population 102,950 40,120

Number of EMTs 90 4,750

Total \$44,870

Automobile Liability \$2,000,000 \$0 Total # of Vehicles (Liability)402 178,568

Excess Auto Liability 0

Physical Damage Actual Cash Value \$1,000 Total # of Vehicles (PD)228 45,624

Replacement Cost \$1,948,631 Value of Selected Veh.\$1,948,631 \$19,144

Total \$243,336

Crime \$250,000 \$1,000 Money on Premises 1 \$968

Great than \$250,000 0 \$0

Total \$968

Public Officials Liability \$2,000,000 \$5,000 Population 102,950 45,971

per occurrence

\$6,000,000

aggregate Total \$45,971

Law Enforcement Liability \$2,000,000 \$5,000 Class A Employees 81 64,941

per occurrence Class B Employees 86 38,403

Class C Employees 27 4,110

\$6,000,000

aggregate Total \$107,454

Employment Practices \$2,000,000 \$5,000 Population 102,950 35,105

Liability per occurrence

\$6,000,000

aggregate Total \$35,105

Employee Benefits \$2,000,000 \$5,000

Liability

Total included

Environmental Impairment \$250,000 \$0

Liability aggregate

Total included

Privacy or Security Event

Liability

\$1,000,000 \$5,000 Population

Total \$5,000

Annual Estimated Contribution \$659,525

Please return this document with your signed proposal.

Renewal Exposure

\$5,000,000
\$4,000,000
\$2,500,000
\$250,000
\$100,000
\$250,000
\$2,500,000
\$500,000
\$100,000
\$10,000,000
\$2,500,000 ELECTRONIC DATA AND MEDIA
\$50,000,000
SPOILAGE \$500,000
SERVICE INTERRUPTION \$2,500,000
BUSINESS INTERRUPTION \$25,000,000
GROSS EARNINGS AND EXTRA EXPENSE \$1,000,000
EXPEDITING EXPENSE \$500,000
HAZARDOUS SUBSTANCE \$1,000,000
AMMONIA CONTAMINATION \$500,000
ELECTRONIC DATA & MEDIA \$1,000,000
CFC REFRIGERANTS \$100,000
COMPUTER EQUIPMENT \$25,000,000
\$2,500,000
\$250,000 EVACUATION EXPENSE
\$1,000,000
\$2,500,000
\$1,000,000
\$1,000,000
\$10,000,000
CONTINGENT BUSINESS INTERRUPTION/CONTINGENT EXTRA EXPENSE
ACCOUNTS RECEIVABLE
AUTOMATIC COVERAGE
INCREASED COST OF CONSTRUCTION
COST OF EXTINGUISHING LANDFILL FIRES
CONTINGENT TAX REVENUE INTERRUPTION
DEBRIS REMOVAL (LESSOR OF 25% OF PROPERTY DAMAGE LOSS OR THE LIMIT SHOWN)
DECONTAMINATION COSTS
DEFERRED PAYMENTS
EARTHQUAKE – SUBJECT TO A \$10,000,000 ANNUAL AGGREGATE
EQUIPMENT BREAKDOWN, INCLUDING:
ERRORS AND OMISSIONS
EXPEDITING EXPENSE
EXTRA EXPENSE
EXTENDED PERIOD OF INDEMNITY (LESSER OF ACTUAL LOSS SUSTAINED FOR 180
CONSECUTIVE DAYS OR LIMIT SHOWN)

UNSCHEDULED FINE ARTS - SUBJECT TO A MAXIMUM OF \$250,000 PER ITEM

FLOOD - SUBJECT TO A \$10,000,000 ANNUAL AGGREGATE

2021 PROPERTY SUBLIMITS

\$1,000,000

\$2,500,000 GROSS EARNINGS AND EXTRA EXPENSE COMBINED

\$2,500,000

\$100,000

\$2,500,000

\$2,500,000

\$250,000

\$60,000,000

\$250,000

\$10,000

\$100,000

\$2,500,000

\$100,000

\$2,500,000

\$2,500,000

\$2,500,000

\$2,500,000

\$100,000

\$150,000

\$15,000

\$250,000

\$10,000

\$100,000 UPGRADE TO GREEN

FLOOD – SUBJECT TO A \$1,000,000 ANNUAL AGGREGATE AS RESPECTS LOCATIONS

SITUATED WHOLLY OR PARTIALLY WITHIN SPECIAL HAZARD ZONES FOR FLOOD

FIBER OPTICS DISTRIBUTION LINES LOCATED MORE THAN 1,000 FEET FROM A COVERED
LOCATION

PERSONAL PROPERTY OF OFFICERS AND EMPLOYEES OF THE PARTICIPANT

PROFESSIONAL FEES

PROPERTY IN COURSE OF CONSTRUCTION AND SOFT COSTS - ANY ONE COVERED
PROPERTY

LAND AND WASTE CONTAMINANT OR POLLUTANT CLEANUP. REMOVAL AND DISPOSAL -
SUBJECT TO A \$500,000 ANNUAL AGGREGATE

UNSCHEDULED TUNNELS, BRIDGES, AND DAMS (EXCLUDING COVERAGE FOR THE PERILS
OF EARTHQUAKE, FLOOD AND NAMED STORM)

UNSCHEDULED UNMANNED AIRCRAFT/UNMANNED AIRCRAFT SYSTEM - SUBJECT TO A
\$50,000 ANNUAL AGGREGATE

TRANSIT PROPERTY DAMAGE AND TIME ELEMENT COMBINED - PER CONVEYANCE

VALUABLE PAPERS & RECORDS & EDP MEDIA

INGRESS/EGRESS

LANDSCAPING, SUBJECT TO \$15,000 ANY ONE SHRUB OR TREE, CAUSED BY OR
RESULTING FROM A COVERED PERIL

ANY ONE WATERCRAFT, \$1,500,000 ANY ONE OCCURRENCE FOR WATERCRAFT 27 FEET
OR LESS IN LENGTH;

PIERS, DOCKS, PILINGS, BULKHEADS, AND WHARVES: ANY UNSCHEDULED LOCATION;

\$100,000 MAXIMUM ANY ONE SCHEDULED LOCATION; \$250,000 ANY ONE OCCURRENCE
FOR ALL LOCATIONS (SCHEDULED AND UNSCHEDULED)
SERVICE INTERRUPTION - PROPERTY DAMAGE AND TIME ELEMENT COMBINED
INTERRUPTION BY CIVIL AUTHORITY
LAW ENFORCEMENT ANIMAL MORTALITY
LEASEHOLD INTEREST
MISCELLANEOUS UNNAMED PROPERTY
MOBILE MEDICAL EQUIPMENT
NAMED STORM – TIER 1 AND TIER 2 ONLY

Quoted on:

County or Entity:

Accepted by:

Signature

Printed Name

Print Title

Date

Financial Officer:

Signature

Date

Please sign and return the accepted proposal by June 15th, 2021.

This instrument has been pre-audited in the manner required by the Government Budget and Fiscal Control Act.

\$659,525

Annual Payment Plan:

renewal application may result in changes to the Estimated Contribution:

Payment Plan Available: Liability & Property Pool

Moore County

4/16/2021

I understand that changes made to the exposures subsequent to submission of the

We appreciate your participation. To insure effective, efficient operation of your Pool we must receive payment in full no later than August 1st. A two percent late payment fee will be assessed on all amounts received after that date.

NCACC 4/16/2021

JULY 1, 2021 TO JULY 1, 2022 Quoted on:

Renewal Estimate County or Entity:

Deductible Adjustment Options Per Occurrence Deductibles

Liability & Property Line \$500 \$1,000 \$2,500 \$5,000 \$10,000 \$25,000 \$50,000 \$75,000 \$100,000

PROPERTY \$0 \$0 \$9,612 \$19,225 \$30,355 \$46,376 \$58,686 \$65,769 \$71,166

INLAND MARINE \$0 \$0 \$196 \$409 \$720 \$1,342 \$1,996 \$2,536 \$2,929

GENERAL LIABILITY \$2,019 \$3,276 \$4,577 \$5,788 \$7,224 \$9,916 \$12,384 \$14,358 \$16,063

AUTO LIABILITY \$4,821 \$8,393 \$15,178 \$21,607 \$29,821 \$41,963 \$50,892 \$56,963 \$61,070

AUTO PHYSICAL DAMAGE \$0 \$0 \$6,615 \$12,273 \$17,428 \$21,261 \$22,812 \$23,588 \$23,907

CRIME \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0

PUBLIC OFFICIALS LIAB.\$0 \$0 \$0 \$0 \$1,793 \$5,333 \$9,010 \$11,355 \$12,826

LAW ENFORCEMENT LIAB.\$0 \$0 \$0 \$0 \$4,191 \$12,465 \$21,061 \$26,541 \$29,980

EMPLOYMENT PRACTICES LIAB.\$0 \$0 \$0 \$0 \$983 \$3,124 \$5,406 \$6,810 \$7,969

Please return this document with your signed proposal.

4/16/2021

Moore County

NCACC

5 4/16/2021

\$24,465

Percentage of Final Signed Contribution (WC & L&P)

3.0%

Please return this document with your signed proposal.

County or Entity:

The contributions are established on the basis that the member remains in both pools. Should the member elect not to renew with both pools then the NCACC Risk Pools reserve the right to adjust the proposal pricing on the basis of single pool membership.

Participation In Multiple Pools

Longevity Credit

INCENTIVE ELIGIBILITY

Moore County

Multi-Pool Incentives can be earned by participating in both Pools. You are rewarded for your participation in our Workers Compensation and Liability & Property Pools with an incentive.

For questions regarding the Longevity Credit, please contact your underwriter.

NCACC 4/16/2021

COVERAGE X DEDUCTIBLE COVERAGE X DEDUCTIBLE

Property \$1,000 Inland Marine \$1,000

\$2,500 \$2,500

\$5,000 \$5,000

\$10,000 \$10,000

\$25,000 \$25,000

\$50,000 \$50,000

\$75,000 \$75,000

\$100,000 \$100,000

Coastal county members only --

You may select a 2% Wind Deduct.

Crime \$1,000 General Liability \$0

\$500

\$1,000

\$2,500

\$5,000

\$10,000

\$25,000

\$50,000

Automobile Liability \$0 Auto Phy. Damage \$1,000

\$500 \$2,500

\$1,000 \$5,000

\$2,500 \$10,000

\$5,000 \$25,000

\$10,000 \$50,000

\$25,000 \$75,000

\$50,000 \$100,000

Law Enforcement \$5,000 Public Officials \$5,000

\$10,000 \$10,000

\$25,000 \$25,000

\$50,000 \$50,000

\$75,000 \$75,000

\$100,000 \$100,000

Employment Practices \$5,000

\$10,000

\$25,000

\$50,000

\$75,000 for Boiler & Machinery.

\$100,000

Please return this document with your signed proposal.

Moore County

shown in your proposal, check the block at the left.

Please return this form with your confirmation indicating your deductible choices. If we do not receive the completed form, we will process your renewal using the standard deductibles (shown in bold, italics type).

LIABILT Y AND PROPERTY DEDUCTIBLE OPTIONS JULY 1, 2021 to JULY 1, 2022

request of the reinsurer. Other options are not available

Your proposal includes the standard deductible for wind coverage for all property exposures. To accept a 2% wind deductible for the savings Direct Damage and 24 hours for Indirect Damage at the Boiler and Machinery Coverage

* The deductible for Boiler and Machinery is \$1,000 for NCACC 4/16/2021

NCACC Risk Management Pools

Workers' Compensation

7/1/2021 to 7/1/2022

ESTIMATED PAYROLL \$36,683,868

MANUAL CONTRIBUTION \$1,114,791

MODIFIED CONTRIBUTION \$1,031,238

ESTIMATED CONTRIBUTION \$863,230

Deductible Option \$350,000

Deductible Factor (No Aggregate) 0.30586

Deductible Contribution (No Aggregate) \$264,028

(Member Contribution multiplied by Deductible Factor)

Expected Losses \$634,474

Expected Losses Limited to Deductible \$446,035

Expected Total Cost for \$350,000 Deductible (No Aggregate) \$710,063

(Deductible Contribution plus Expected Losses within the Deductible)

Aggregate Retention

Aggregate Percentage of Expected Losses 0%

Aggregate Retention \$0

Aggregate Contribution Factor 0

Additional Contribution for Aggregate \$0

Expected Total Cost for \$350,000 Deductible with Aggregate \$264,028

(Expected Total Cost for Deductible plus Additional Contribution for Aggregate)

Estimated Total Contribution for Deductible and Aggregate \$264,028

Please bind the \$350,000 Deductible Option for the 7/1/2021 to 7/1/2022 Fund Year.

Signed: _____

Title: _____ Date: _____

Financial Officer _____ Date _____

(In addition to excess insurance, which provides coverage for a single claim in excess of your retention, we limit the total amount you will pay for claims in any one fund year.

This represents your maximum claims cost for the Fund Year.)

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

Moore County

PROPOSAL FOR \$350,000 DEDUCTIBLE OPTION

We appreciate your participation. To insure effective, efficient operation of your Pool we must receive payment in full no later than August 1st. A two percent late payment fee will be assessed on all amounts received after that date.

AGENDA ITEM ____

MEETING DATE May 4, 2021

MEMORANDUM TO MOORE COUNTY BOARD OF COMMISSIONERS

FROM: Moore County Airport Authority

DATE: 04/26/2021

SUBJECT: Professional Services for Runway 5 RPZ Land Acquisition, 8036 Aviation Drive, and Grant Administration Paperwork

REQUEST:

1. Approve Project Budget Ordinance & Resolution for WBS #36237.67.11.1 Professional Services for Runway 5 RPZ Land Acquisition, 8036 Aviation Drive.

BACKGROUND:

The Professional Services for Runway 5 RPZ Land Acquisition, 8036 Aviation Drive, WBS #36237.67.11.1, has a proposed budget of \$44,320 (\$39,888 Federal and \$4,432 Local). This project will utilize 2018 Federal NPE funds in the amount of \$39,888.

IMPLEMENTATION PLAN:

County Finance Staff will set up the appropriate budget accounts for the project.

FINANCIAL IMPACT:

There is no financial impact to the County. The Airport has certified the 10% match for the state funds. The cost of this project for the Airport will be \$4,432 for the local match.

RECOMMENDATION SUMMARY:

1. Approve Project Budget Ordinance & Resolution for WBS #36237.67.11.1 Professional Services for Runway 5 RPZ Land Acquisition, 8036 Aviation Drive.

SUPPORTING ATTACHMENTS:

- Project Budget Ordinance 36237.67.11.1
- Resolution 36237.67.11.1
- Certification of Local Funds

PROJECT BUDGET ORDINANCE

Runway 5 RPZ Land Acquisition, 8036 Aviation Drive

Professional Services

WBS# 36237.67.11.1 (2018 NPE Funds)

BE IT ORDAINED, by the Moore County Board of Commissioners, that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following grant ordinance is hereby adopted:

Section 1: The project authorized is for the Professional Services of Runway 5 RPZ Land Acquisition, 8036 Aviation Drive, WBS# 36237.67.11.1. This project will utilize a portion of 2018 Non-Primary Entitlement (NPE) Funds as described in the work statement contained in the grant forms between this unit and the North Carolina Department of Transportation – Division of Aviation. The proposed total amount of the project is budgeted at \$44,320 [\$39,888/Federal; \$4,432/Local].

Section 2: The officers of this unit are hereby directed to proceed with the grant project within the terms of the grant documents, the rules and regulations of the North Carolina Department of Transportation-Division of Aviation and the Federal Aviation Administration, and the budget contained herein.

Section 3: The following revenues are anticipated to be available to complete the Professional Services of Runway 5 RPZ Land Acquisition:

Funding Source	Current
Federal NPE Funds 2018	\$ 39,888
Local	\$ _4,432
Total	\$ 44,320

Section 4: The following amount is an estimate of appropriation for Professional Services of Runway 5 RPZ Land Acquisition at the Moore County Airport, 8036 Aviation Dr:

	Current
Total	44,320.00

Section 5: The Finance Officer is hereby directed to maintain within the Project Fund sufficient, specific, and detailed accounting records to satisfy the requirements of the funding agencies, North Carolina General Statutes and federal regulations, and any other applicable laws.

Section 6: The Finance Officer is directed to report the financial status of the project as requested by the Board.

Section 7: This Project Ordinance shall be entered in the minutes of the Moore County Board of Commissioners meeting after adoption of this Ordinance and copies shall be filed with the Finance Officer.

First adopted on the _____ day of May 2021.

Frank Quis, Chairman

Moore County Board of Commissioners

Laura M. Williams

Clerk to the Board

RESOLUTION AUTHORIZING THE
ACCEPTANCE OF FUNDS FOR
RUNWAY 5 RPZ LAND ACQUISITION, 8036 AVIATION DRIVE
PROFESSIONAL SERVICES
WBS # 36237.67.11.1

WHEREAS, the Moore County Airport Authority is eligible for Federal NPE funds in the proposed amount of \$44,320 (NPE 2018 \$39,888/Federal), requiring a local match of \$4,432 for the Professional Services of Runway 5 RPZ Land Acquisition, 8036 Aviation Drive, WBS #: 36237.67.11.1; and

WHEREAS, the North Carolina Department of Transportation-Division of Aviation has notified the Moore County Airport Authority that Federal funds are to be awarded for Professional Services of Runway 5 RPZ Land Acquisition, 8036 Aviation Drive, in the proposed amount of \$39,888 Federal and requiring a 10% local match of \$4,432; and

WHEREAS, such allocation of funds will be approved in consideration of local funding available for the portion of Moore County Airport's local share of \$4,432, which was appropriated by the Moore County Airport Authority at their April 26, 2021 meeting for the 10% local match. The proposed total cost of the project will be \$44,320 (\$39,888 Federal; \$4,432 Local).

NOW, THEREFORE, BE AND IT IS HEREBY RESOLVED THAT the Airport Authority Chairman, Representative of the Moore County Airport Authority, is hereby authorized and empowered to enter into a Grant Agreement and all associated documents and amendments for the following amounts, which will consist of the following work elements: Professional Services of Runway 5 RPZ Land Acquisition, 8036 Aviation Drive in the proposed amount of \$44,320.

FURTHER, the County's Finance Director is authorized to request payment under said Federal and/or State Grant, using the State's Partner on-line program. The Finance Director is also authorized to approve electronically the AV-502 Quarterly Project Status Reports; and

FURTHER, the Moore County Airport Authority is authorized to administer the Grant and any associated State Grant Agreements in accordance with guidelines set out in the said grant agreements and to enter into any associated contracts and agreements as it relates to the project.

Adopted this the _____ day of May 2021.

Frank Quis, Chairman
Moore County Board of Commissioners

Laura M. Williams, Clerk to the Board

Agenda Item:

Meeting Date: 5/4/2021

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: D. Bryan Phillips

DATE: 4/26/2021

SUBJECT: Recognition of Medical Director

PRESENTER: D. Bryan Phillips

REQUEST:

To request the adoption of resolution recognizing Medical Director.

BACKGROUND:

Dr. Milewski has been the Moore County EMS Medical Director for over 30 years. All paramedics are required to be evaluated by the Medical Director prior to functioning within the ALS System. Dr. Milewski was responsible for all BLS and ALS protocols in which all medical first responder are allowed to perform skills. Also included in these duties are being the medical oversight for the E-911 center emergency medical dispatch program. EMS and E-911 centers are required to have and maintain medical oversight per North Carolina Office of EMS. Dr. Milewski has submitted a request to retire.

IMPLEMENTATION PLAN:

Approve Resolution

FINANCIAL IMPACT STATEMENT:

None

RECOMMENDATION SUMMARY:

Make a motion to... To approve the resolution recognizing Medical Director and authorize the Chairman to sign resolution.

SUPPORTING ATTACHMENTS:

Resolution

MOORE COUNTY BOARD OF COMMISSIONERS
RESOLUTION OF RECOGNITION

Whereas, Dr. Ronald J. Milewski served as a Medical Director for County of Moore Emergency Services Agencies from the 1980s to 2021, giving selflessly of his time and many talents, while assuming a significant responsibility for over 200 volunteer and career EMS providers; and

Whereas, Dr. Ronald J. Milewski was instrumental in promoting and in the implementation of the paramedic service by serving on the initial ad hoc committee to study cost and financing methods in 1985. The Emergency Services Advisory Committee was formed from the ad hoc committee to serve as an intermediary between the County Government and the rescue squads; and

Whereas, Dr. Ronald J. Milewski provided medical oversight to Moore County Emergency Services Advisory Committee during the development and implementation of Moore County EMS as it transitioned from an all-volunteer EMS agency to today's progressive paramedic system; and

Whereas, Dr. Ronald J. Milewski always understood the challenges in rural North Carolina EMS, allowing for aggressive local agency level lifesaving patient care protocols for our Basic Life Support EMT providers such as Epi-pens, Nebulizer Breathing Treatments, CPAP, and Narcan administration, available to our patients when Advance Life Support Care was not readily available; and

Whereas, as a practicing Emergency Department Physician at Firsthealth of Carolinas – Moore Regional, Dr. Ronald J. Milewski served as the President, CEO and Managing Partner of Sandhills Emergency Physician Group and served on numerous EMS committees and boards; and

Whereas, Dr. Ronald J. Milewski trained, trusted, and empowered our Advanced Life Support Providers with aggressive local agency level protocols, including advanced airway skills such as emergency Surgical Cricothyrotomy and intubation; and

Whereas, Dr. Ronald J. Milewski chaired the Department's Performance Improvement Committee, reviewing EMS care delivered to our patients, providing Quality Assurance services, while recognizing our EMS providers for exceptional performance, as well providing opportunities for learning; and

Whereas, Dr. Ronald J. Milewski endorsed Emergency Medical Dispatch as the EMD Medical Director, a lifesaving tool started in 1996 that provides pre-arrival emergency care instructions to 911 callers by the Moore County Emergency Communication Center. Dr. Ronald J. Milewski also supports the Moore County Public Access AED program and Narcan program, as well as tactical field medicine as part of their Special Operations Team; and

Whereas, Dr. Ronald J. Milewski is a true champion and cheerleader for EMS Providers, demonstrating unwavering support. Over the years, Dr. Ronald J. Milewski has served as the Course Medical Director for numerous BLS and ALS training programs at Sandhills Community College. He has approved hundreds of EMS Providers' recertifications and awarded thousands of hours of North Carolina OEMS EMS Continuing Education Credits; and

Whereas, Dr. Ronald J. Milewski is a dedicated and committed Medical Director to Moore County EMS and E-911 divisions of Public Safety, Volunteer and Paid Fire-Rescue Departments, and the Citizens of Moore County. Dr. Ronald J. Milewski's medical direction has saved countless lives over the years and improved the quality of life in Moore County.

Now, Therefore, Be It Resolved that the Moore Board of Commissioners hereby recognizes Dr. Ronald J. Milewski for his outstanding service to Moore County EMS and E-911 divisions of Public Safety, Volunteer and Paid Fire-Rescue Departments, and the Citizens of Moore County and extends its sincere thanks and appreciation for his many contributions and wishes happiness and prosperity.

FURTHER BE IT RESOLVED that a copy of this resolution be presented to Dr. Ronald J. Milewski as a token of our respect and appreciation.

Adopted this the 4th day of May 2021.

Francis R. Quis, Jr., Chairman

Moore County Board of Commissioners

Attest:

Laura M. Williams, Clerk

Moore County Board of Commissioners

Agenda Item:

Meeting Date: May 4, 2021

MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Department of Social Services, Tammy Schrenker

DATE: March 26, 2021

SUBJECT: Proclamation – Foster Parent Appreciation Month- May

PRESENTER: Brenda Lester and Earlicia McBryde

REQUEST:

Respectfully requesting that the Board of Commissioners promote the valuable contributions of the foster parents of Moore County.

BACKGROUND:

Moore County Foster Parents have provided care to the children of this county for many years. They have worked diligently to provide care, love, and support of the children in their homes. Moore County Social Services strives to promote a quality of life, dignity, and respect for all citizens, especially those that are in need of permanency and stability. May is designated as Foster Parent Appreciation Month. The purpose of this proclamation is to heighten awareness of the children in need of foster care services.

FINANCIAL IMPACT:

None

IMPLEMENTATION PLAN:

N/A

RECOMMENDATION SUMMARY:

Proclaim May 2021 as Foster Parent Appreciation Month in Moore County to promote community involvement to increase the number of foster homes in this county.

ATTACHMENTS:

Proclamation

Foster Parent Appreciation Proclamation

WHEREAS, the family serving as the primary source of love, identity, self-esteem, and support, is the very foundation of our community and our State; and

WHEREAS, in Moore County, there are 65 children in custody receiving a safe, secure and stable home along with the compassion and nurture of a foster family; and

WHEREAS, foster families open their homes and hearts to children whose families are in crisis and play a vital role helping children and families heal and reconnect while launching children into successful adulthood;

WHEREAS, dedicated foster families frequently adopt foster children, resulting in a greater need for more foster families; and

WHEREAS, there are numerous individuals, public and private organizations that work to increase public awareness of the needs of children both in foster care and leaving foster care. Additionally, they make the public aware of the enduring and valuable contributions made by foster parents; and

WHEREAS, the foster care system is only as good as those who choose to be a part of it;

NOW, THEREFORE, THE MOORE COUNTY BOARD OF COMMISSIONERS, do hereby proclaim May 2021, as “FOSTER PARENT APPRECIATION MONTH” in Moore County. We commend this observance to our citizens as an opportunity to spread awareness on behalf of the children in foster care in Moore County. We further urge all citizens to volunteer their talents and energies on behalf of children in foster care, foster parents and the child welfare professional staff working with them, during this month and throughout the year.

Frank Quis, Chair
Moore County Board of Commissioners

Laura Williams
Clerk to the Board

Agenda Item:

Meeting Date: May 4, 2021

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Debra Ensminger

Planning & Transportation Director

DATE: April 26, 2021

SUBJECT: Draft Moore County Transportation Services Policies

PRESENTER: Debra Ensminger

REQUEST:

Request the Board of County Commissioners consideration of approval of the draft Moore County Transportation Services Policies.

BACKGROUND:

The Moore County Transportation Services policies are a living document however have not been updated since 2019.

IMPLEMENTATION PLAN:

Upon approval the policies will be implemented.

FINANCIAL IMPACT STATEMENT:

No financial impact on the FY20/21 Budget.

RECOMMENDATION SUMMARY:

Make a motion to approve the Moore County Transportation Services Policies as presented.

SUPPORTING ATTACHMENTS:

Moore County Transportation Services Policies

MCTS

Moore County Transportation Services

Mission

To provide safe and efficient transportation services for citizens and clients of County agencies.

Vision

A model for small rural transit systems in North Carolina and the United States.1. Description of Services

Moore County Transportation Services provides the following types of transportation services to all Moore County Residences and their guests:

- Subscription Services – when passengers schedule routine trips from one specific location to another location and at set times. (e.g. transportation to work on Monday, Tuesday, Wednesday, Thursday, and Friday with pick up and return trips home at a scheduled time)
- Demand Response Services – when passengers request a single trip from one specific location to another specific location at a requested time. (e.g. doctor's appointment on Thursday at 10:00 am)
- Deviated Fixed Route Services – a fixed route with minor deviations for pick-ups and drop-offs. (A-Pines Line)

Descriptions of Programs and Eligibility Provided by Moore County Transportation Services

Moore County Transportation Services provides transportation through the programs listed below. Availability of the programs may vary based upon funding availability.

- Medicaid Transportation – Moore County Transportation Services provides transportation services for Medicaid eligible clients through the Department of Social Services and the Non-Emergency Medical Transportation Broker System.
- Elderly & Disabled Transportation Assistance (EDTAP) – is a part of the Rural Operating Assistance Program. (ROAP Grant Funding) Funding provides transportation services for adults 60+ and any individual with a disability.
- Rural General Public (RGP) – is part of the Rural Operating Assistance Program. (ROAP Grant Funding) Services available to any individual not eligible for transportation services through a human service agency.

- Contract Services - agencies throughout Moore County have the option to contract with Moore County Transportation Services for their clients.

Important to remember: All Moore County Transportation Services programs have limited funding available. As a result, frequencies and types of trips may be adjusted.

Scheduling Your Appointment

Requests for transportation services must be scheduled 48 hours in advance as follows:

Appointment Day Must call by 5:00 p.m. on this day to schedule

Monday Wednesday

Tuesday Thursday

Wednesday Friday

Thursday Monday

Friday Tuesday

Moore County Transportation Services Office Hours

Office hours are Monday through Friday between the hours of 7:30 am and 6:00 pm.

Moore County Transportation Services Driver Hours of Service on Highway

Service is provided Monday through Friday between the hours of 3:30 am and 6:30 pm.

Subscription Services Hours of Operation

All subscription appointments services are provided Monday through Friday between the hours of 5:00 am and 5:00 pm.

Demand Response Services Hours of Operation

All demand response appointment services are provided Monday through Friday between the hours 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 trips. (Appointments times represent the time the appointments must be scheduled)

2. 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

Good Friday

Memorial Day

Fourth of July

Labor Day

Veterans Day

Thanksgiving Day & Friday after

Thanksgiving

Christmas (See below)

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

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

The county observes the following schedule regarding Christmas Day. When Christmas Day fall on the days note in the table below, then following days are observed as holidays:

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 Monday

Saturday Thursday, Friday, and Monday

3. OUT OF COUNTY SCHEDULE

Out of County appointments are for medical appointments only and must be scheduled between the hours of 9:00 am and 11:00 am only.

The Moore County Transportation Services Out of County schedule is as

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

Moore County Transportation Services van are required to depart by 3:00 pm from all out of county destinations.

4. NON-EMERGENCY TRANSPORTATION SERVICES

All transportation services provided by Moore County Transportation Services are non-emergency. Passengers scheduled for appointments will not be transported if any of the following systems are evident:

- Chest pains
- Shortness of breath
- Severe nausea
- Vomiting or diarrhea
- Abdominal pain
- Labor pain

If the Moore County Transportation Services 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.

Reservations

Moore County Transportation Services must be notified of scheduled appointments no later than two business days before the time of an appointment.

Requests for service can only be met if all the following conditions are met:

- Moore County Transportation Services 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 Moore County Transportation Services with the physical address to where they are being transported.

Exception

If an organization within Moore County, which has not entered a contract with Moore County Transportation Services for transportation services, experiences extenuating circumstances or an emergency, the Director of Moore County Transportation Services or his/her designee, in his/her sole discretion, may approve transportation services to clients of that organization. For example, if another agency that needs transportation services for their clients has a shortfall of vehicles or has a situation where emergency transportation is required, Moore County Transportation Services may help. In such event, Moore County Transportation Services will inform the requesting organization of the following:

- The request must be approved by the Director of Moore County Transportation Services or their designee.
- If approved, the requested services will be added to the schedule; however, to the extent possible, the assistance will not interfere with the schedule operations of MCTS.
- 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 Passenger Aide/Escort)
- All trips are limited to in-county services only. No out of county trips will be provided.
- If applicable, 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.
- The organization will be responsible for payment for transportation services provided by Moore County Transportation Services; and any outstanding debts may result in the denial of future requests until payment is made in full.

5. CANCELLATIONS

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

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

6. PASSENGER AIDE / ESCORT

Passengers who need assistance getting to or from the vehicle, entering or exiting the vehicle, or moving around while inside the vehicle must have an aide accompany them. It is the responsibility of the passenger, the passengers' family or guardian, or the sponsoring agency to furnish the aide.

The aide as defined by ADA will not be charged for the trip and is to stay with the passenger.

Persons with physical or mental disabilities transported to and from adult daycares must have a responsible person to take them to and from the vehicle.

7. CURB-TO-CURB SERVICE

Moore County Transportation Services provides curb-to-curb services. However, when passengers may be non-ambulatory or require the need for additional assistance, drivers may assist passengers on and off the vehicles and to the entry door if required. Any passenger who needs further assistance beyond the entry door is responsible to have an accompanying aide or family member/guardian; the MCTS system does not provide aides. When providing assistance, the driver must remain within view of the vehicle while other passengers are on board. MCTS drivers assist passengers on and off the vehicles and to the entry door if required.

MCTS drivers have the discretion to pick-up passengers in what they deem to be a safe manner at the address provided. MCTS passengers do not dictate where they are specifically picked up.

House numbers should be readily visible from the road.

Private driveways and roads should be maintained and not present a hazard to vehicles. Failure to maintain private roads and driveways will result in MCTS vehicles declining to provide service.

All passengers must sign a Release, Waiver and Indemnification of Liability prior to receiving transportation services. (Attachment 8)

8. 10. MOBILITY DEVICES

Passengers must supply their own mobility device. Drivers are not permitted to transfer passengers from beds, chairs, etc., into wheelchairs or other mobility devices.

With respect to passengers with wheelchairs, combination equipment, or other mobility devices (collectively referred to as "Mobility Devices") that are larger or heavier than the design standards for MCTS vehicles and equipment, MCTS must carry the passenger if the lift and vehicle can accommodate the passenger plus the size and weight of the Mobility Device. MCTS may decline to provide transportation services to a passenger if the combined weight of the passenger and the Mobility Device exceeds that of the lift specifications or if the carriage of the Mobility Device is demonstrated to be inconsistent with safety requirements.

All Mobility Devices must be secured in the designated securement areas. MCTS may not deny transportation services to a passenger on the ground that the passenger's Mobility Device cannot be secured or restrained satisfactorily by the vehicle's securement area.

MCTS may recommend to a user of a Mobility Device to transfer to a vehicle seat. MCTS may not require the individual to transfer.

MCTS staff, where necessary or upon request, shall assist individuals with disabilities with the use of securement systems and lifts. If the assistance requires MCTS staff to leave their seats to provide assistance, they shall do so.

MCTS staff shall permit individuals with disabilities who do not use Mobility Devices, including standees, to use a vehicle's lift to enter the vehicle.

The wheelchair lift is designed for one person only and, if applicable, that person's Mobility Device. Accordingly, only one person shall occupy the wheelchair lift while it is in operation, going up or down.

The passenger's delivery destination and home destination must be wheelchair accessible. The driver retains the option to refuse service if there are steps, steep ramps, bumpy terrain, or other dangerous conditions that present a safety hazard to either the driver or passenger.

MCTS does not transport Mobility Devices without the client being present.

9. 11. NO-SHOWS

A passenger will be considered a No-Show if MCTS arrives to pick-up the passenger and the client is not at the appointed address/designated pickup location, refuses the scheduled trip, and/or MCTS was not notified at least 24 hours before the requested appointment time.

Contract Agencies

Contract agencies can determine that a passenger, who might otherwise be considered a No-Show, is considered a cancellation instead based on medical circumstances for the passenger and the passenger's family.

See individual agency contracts for specific No-Show charges.

Rural Operating Assistance Program (ROAP)

All passengers will be provided the MCTS No-Show policy in writing.

All passengers considered a No Show must pay the fully allocated cost of the scheduled trip. Payment must be paid in full prior to receiving additional transportation. Any scheduled trips will not be completed until payment is received.

First No-Show:

After the first documented No-Show the passenger and/or the passenger's sponsoring agency if applicable will receive a warning letter advising that further missed trips will result in a suspension of transportation services for a period of thirty days.

Second No-Show:

After the second documented No-Show the passenger and/or the passenger's sponsoring agency if applicable will receive a letter advising that his/her transportation services have been suspended for 30 days.

Third No-Show:

After the third documented No-Show the passenger and/or the passenger's sponsoring agency if applicable will receive a letter advising that his/her transportation services have been suspended for 60 days.

Fourth No-Show:

After the fourth documented No-Show the passenger and/or the passenger's sponsoring agency if applicable will receive a letter advising that his/her transportation services have been suspended for the remainder of the fiscal year or until the following June 30th.

All suspensions will reset on July 1st.

10. CHILD SAFETY

All children under the age of eight and who weigh less than 80 pounds shall be transported in a child safety seat, as required by North Carolina law. It is the responsibility of the agency, or the child's parents or guardians, to provide such a child safety seat. The MCTS system does not provide child safety seats. Small children who do not have a safety seat will be refused transportation until such time as the agency or individual provides a suitable seat. When a child reaches age 8 (regardless of weight) OR 80 pounds (regardless of age), a correctly fitted seat belt may be used instead of a child safety seat. MCTS reserves the right to refuse transportation to any child who cannot be safely secured as required by North Carolina law.

A parent or guardian must accompany passengers under 16 years of age.

11. PASSENGER RESPONSIBILITIES

- Do not use abusive or profane language with the driver, dispatch, schedulers, or manager.
- Threats directed at the driver or passengers are not allowed on board a Moore County Transportation Services vehicle.
- Do not initiate conversations with drivers while the vehicle is moving except in the event of an emergency. (i.e. If a passenger is in need of assistance due to a health issue.)
- Be ready one and half (1.5) hours prior to their scheduled appointment time and one and half (1.5) hours after their scheduled return.
- No screaming, loud talking, singing, or playing music in/on the Moore County Transportation Services van.
- Be ready and watching for provider – they will only wait 5 minutes after arriving to pick you up. If the client does not board the vehicle within 5 minutes the passenger will be marked as a No Show unless otherwise instructed by Moore County Transportation Staff.
- Wear seat belts at all times.
- Passengers are expected to use good personal hygiene.
- All trash must be placed in the proper trash receptacle.
- Service animals must be controlled at all times. This includes uncontrolled barking, excessive growling, jumping on other people, and running away from the handler. If the service animal poses a direct threat to the health or safety of others the handler may be asked to remove the animal. Service animals must be vaccinated in accordance with state and local laws and housebroken.
- Passengers who have dogs on their property must have their dogs confined for the safety of the Moore County Transportation Services drivers. If dogs are not confined services will not be received and the passenger will be charged a No-Show fee. No exceptions.
- Passengers should wait at a main entrance or curbside if they are physically or mentally capable and weather permitting. The drivers have the discretion to determine the main entrance or curbside of the pickup and drop off locations.
- Provide a caregiver or attendant if needed.
- Provide adult supervision for children under the age of 18.
- Do not smoke, chew or dip tobacco.
- Do not possess any weapons while on vehicle.
- Do not display affection of sexual nature to the driver or other passengers.
- Do not bring open food or drink on the vehicle. However, exceptions are made to allow eating and drinking due to a passenger's medical condition or treatment.

- Do not possess alcohol or illegal drugs while in vehicle. This includes unopened containers.
- Secure all personal belongings and remove them when you exit the vehicle. Drivers are not responsible for returning items left on vehicle.
- Grocery or light weight bags need to be limited to what you can carry and safely secure.
- Passengers will be taken to the address/locations authorized on the manifest.
- If you have a compliment or complaint, contact Moore County Transportation Services at 910-947-3389.

Moore County Transportation Services is always reviewing and updating policies and procedures for its transportation services. To make sure the customer is receiving the latest information, or if a customer has further questions, call 910-947-3389.

12. PASSENGER CODE OF CONDUCT

A passenger's right to transportation privileges can be suspended or terminated by Moore County Transportation Services or sponsoring agency due to misconduct, noncompliance, and/or disruptive or inappropriate behavior. Disruptive or inappropriate behavior to other passengers or the driver will not be tolerated.

When a MCTS passenger breaks one of the Moore County Transportation Services Passenger Guidelines, the procedure will be followed:

- 1st Offense – The passenger will receive a written warning from a Moore County Transportation Services staff member. If the passenger receives services through either a human service agency or an agency that contracts with Moore County Transportation Services for transportation, the sponsoring agency will be notified.
- 2nd Offense – The passenger will be suspended for a period of (3) working days. A member of Moore County Transportation Services Administrative team will notify the passenger of their suspension by phone and in writing. The sponsoring agency (if any) will also receive notification by the Moore County Transportation Services office, and a copy of the written suspension will be sent to the proper personnel at the sponsoring agency's office.
- 3rd Offense – The passenger will be suspended for a period of (10) working days. A member of Moore County Transportation Services Administrative team will notify the passenger of their suspension by phone and in writing. The sponsoring agency (if any) will also receive notification by the Moore County Transportation Services Office, and a copy of the written suspension will be sent to the proper personnel at the sponsoring agency's office.

- 4th Offense – The passenger will be suspended for a period of (30) working days. A member of Moore County Transportation Services Administrative team will notify the passenger of their suspension by phone and in writing. The sponsoring agency (if any) will also receive notification by the Moore County Transportation Services Office, and a copy of the written suspension will be sent to the proper personnel at the sponsoring agency's office.

- Automatic Suspension - Depending on the severity of the passenger's actions, Moore County Transportation Services reserves the right to suspend clients for one (1) year up to permanently at their discretion voiding the above procedures. (Examples: violence, threats, intimidation, harassment, holding up transportation services by not putting on seatbelt and placing token in the appropriate location, excessively calling the office disrupting day to day operations)

Appeals

Passengers may only appeal one-year or permanent suspensions by submitting a completed Code of Conduct, Appeal of Suspension, Moore County Transportation Form.

Moore County Transportation Services Passenger Code of Conduct Appeals Committee

The Moore County Transportation Services Passenger Code of Conduct Appeal Team will consist of the County Attorney Designee, Human Resources Designee, Assistant County Manager.

If the suspension is warranted. The suspension date will be (1) year from the date of the Moore County Transportation Passenger Services Passenger Code of Conduct Appeals Committee determination.

Definitions:

Violence – Physical force employed to violate, damage, abuse, injure, or strike any manner.

Threat - An expression or action showing intent to inflict harm. The giving of signs or warnings of violence or the announcement of violence as a possibility.

Inappropriate Behavior - Any conduct that does not demonstrate respect for the rights and dignity of other or that interferes with the orderly provision of transportation services.

Intimidation – A personalized form of anti-social behavior, specifically aimed at individuals. People experience repeated incidents and problems of intimidation and harassment day after day.

13. DRIVER – PASSENGER POLICIES

- Courtesy and Respect – Drivers will show courtesy and respect for all customers while performing the service they require.

. 13. INCLEMENT WEATHER POLICY

Moore County Transportation Services will follow the Moore County Policy.

13. 14. EMERGENCY PROCEDURES FOR PASSENGERS

In case of an accident or other emergency, the passenger should:

Follow the driver's instructions.

- Remain calm,
- Maintain orderly evacuation of the vehicle, if warranted,
- Stay off roadway in a safe location,
- Do not smoke anywhere near the vehicle,
- Call for emergency response if the driver is incapacitated.

14. 15. EMERGENCY / NATURAL DISASTER PLAN

In the event of an emergency or natural disaster, transportation services will be discontinued in the discretion of the County Manager. Efforts will be made to take passengers home who are either in route or at scheduled appointments.

15. 16. TRANSPORTATION OF NURSING, REST, DOMICILIARY, AND FAMILY CARE HOME RESIDENTS

Residents of nursing home, rest homes, assisted living facilities, family care homes, and domiciliary homes are considered the wards of the homes. It is the responsibility of the respective entities to provide transportation services for their residents. In order for Moore County Transportation Services to provide services to the respective entities an executed contract shall be required.

16. 17. CONFIDENTIALITY

Any and all information regarding any individual person served by MCTS is strictly confidential. Information shall only be released to authorized parties.

17. 18. USE OF TOBACCO PRODUCTS

All Moore County Governmental Property is smoke free, which includes but is not limited to cigarettes, tobacco, and devices such as e-cigarettes, pipes, and vaporizers. The use of these items is prohibited in/on all Moore County property including vehicles, grounds, and parking lots and inside/outside all County owned/leased facilities.

18. 19. SUBSTANCE ABUSE/DRUG AND ALCOHOL TESTING

MCTS employees are governed by the “Drug and Alcohol-Free Workplace Policy” and the “Substance Abuse Policy” both of which are contained in the Moore County Personnel Policy. The purposes of these policies are to: (1) state the County’s unequivocal opposition to the unlawful manufacture, distribution, dispensation, possession, or use of nonprescription controlled substances or alcohol and abuse of prescription drugs in the workplace by Moore County employees or any person covered by this policy; (2) assure worker fitness for duty and to protect our employees and the public from the accidents, injuries and other risks posed by the misuse of alcohol and use of prohibited drugs; (3) maintain a drugfree and alcohol-free workplace; (4) provide the means for offering drug awareness, education and training to deter the use of prohibited drugs by all employees; and (5) to offer a formal program of detection, to encourage employees to seek professional assistance for drug and alcohol dependency, and define minimum standards for the formal testing/detection program.

The following points summarize the Drug and Alcohol-Free Workplace Policy and the Substance Abuse Policy:

- MCTS employees are prohibited from illicit drug use.
- MCTS employees are prohibited from alcohol use in the performance of their duties.
- MCTS employees are prohibited from the possession of illicit drugs or alcohol on or in Moore County property or vehicles.
- MCTS employees must complete drug and alcohol training.
- MCTS has implemented and maintains an approved drug and alcohol testing program that is consistent with the regulations of the Federal Transit Administration (FTA)
- Drug and alcohol testing must be administered to all safety-sensitive employees.
- MCTS must comply with all federal regulations pertaining to drug and alcohol testing.
- MCTS employees must pass the pre-employment, random, post-accident, and reasonable suspicion drug and alcohol tests. Employees who do not pass drug and alcohol test will be dismissed.

REASONABLE SUSPICION DRUG AND ALCOHOL TESTING

All MCTS safety-sensitive employees are subject to Reasonable Suspicion Drug and Alcohol testing at any time during duty hours. (Attachment #3), “Reasonable Suspicious Testing Determinations Form”

POST-ACCIDENT DRUG AND ALCOHOL TESTING

Accidents or Incidents may require Post-Accident Drug and Alcohol Testing, (Attachment #2) entitled; "Post Accident Drug and Alcohol Testing Decision Maker Form" and the Accidents/Incidents Reporting in this Policy, Section 20.

19. 20. ACCIDENTS / INCIDENTS

It is the responsibility of every employee of MCTS to report any and all on-the-job injuries and/or accidents/incidents immediately to the Director of MCTS or their designee. Drivers will provide detailed and accurate reports of all on-the-job injuries and/or accident/incidents using the accident/incident report form(s) immediately after the on-the-job injuries and/or accident/incident. Report forms are in all vehicles (Attachment # 1, "MCTS Accident/Incident form").

If passengers are involved in an accident/incident, the sponsoring Agency of all passengers will be informed of the situation as soon as possible.

MCTS will follow the guidelines of the Moore County Vehicle Fleet Policy, effective March 1, 2012; section H, pertaining to accidents or incidents (Attachment # 5).

IMPORTANT: Accidents or Incidents may require Post-Accident Drug and Alcohol Testing

Drivers must remain at the scene of an accident (unless medical attention is needed) to make a report to law enforcement personnel.

Drivers should fill-out an incident reporting form if anything unusual occurs during their route. Incidents include accidents, injuries, property damage and near misses. Examples of incidents that should be recorded include, but are not limited to:

- Passenger falls without injuries.
- Passenger injuries.
- Difficulties with passengers that result in damage to people and/or property. (Example; passenger actions such as throwing objects, etc.)
- Equipment failures which cause delays; running over objects which could cause residual damage to tires or undercarriage; any unusual occurrences or events that caused or could cause future problems in the safe and reliable operation of the vehicle.
- Accidents/Incidents requiring passenger medical treatment.
- Accidents/Incidents which result in dollar value damage of over five hundred dollars (\$500.00)—written notice of such an accident must be given to the North Carolina Department of Transportation (NCDOT) within 30 days of the incident.

Fatal Accidents: If a fatal accident occurs, MCTS must provide written notice about the accident to NCDOT within 24 hours of the accident victim's death. A written copy of local or

state accident investigation reports of fatal accidents should be submitted to NCDOT within 30 days of the accident.

Failure to report incidents/accidents can be grounds for disciplinary action up to and including termination of employment.

20. 21 CHARTER TRANSPORTATION SERVICES

Inasmuch as Federal Law greatly restricts the use of federally funded vehicles for charter purposes because of its policy not to compete with private enterprise, MCTS will not provide charter transportation services.

21. 22. SCHOOL TRANSPORTATION POLICY

Moore County Transportation Services will not provide exclusive school related transportation. Exclusive school transportation is defined as any trip provided by a transportation system for which passengers are restricted only to students being transported to or from school or to or from school activities.

22. 23. FARE INCREASE AND MAJOR SERVICE REDUCTION

In the event of a fare increase or a major service reduction, Moore County Transportation Services will issue a public notice at least 30 days prior to the effective date of such changes. This notice will be provided to the general public and to persons and/or organizations that contract transit services with Moore County Transportation Services. A major service reduction is defined as an elimination of any route or service. A fare increase is defined as an increase in ridership fare (e.g., increase of \$4.00 each way to \$6.00 each way).

Opportunity for Public Comment - The public will be provided an opportunity to make comments on the proposed change(s) at a public hearing conducted before Moore County Board of Commissioners at least 30 days prior to the required 30-day public notice of change execution.

Public Notification - Moore County Transportation Services will notify the public about the proposed change by:

- a. Provide notice on the County of Moore's website; and
- b. Provide notice to human service contractors per terms outlined in the executed service agreement; and
- c. Provide notice in the local newspaper having general circulation in the service area; and
- d. Post notice in all revenue vehicles (A revenue vehicle is defined as the floating and rolling stock used to provide revenue service for passengers.)

23. 24. CASH HANDLING

Passengers that ride through the RGP (Rural General Public) and EDTAP (Elderly and Disabled Transportation Assistance Program) are charged a passenger fare. All passengers must deposit a token or exact change in the token box upon entering the vehicle.

Drivers do not have access to cash or the ability to open the token box while operating a vehicle.

Drivers are instructed to direct clients and members of the public to make donations directly to the MCTS Administrative Office at 1048 Carriage Oaks Drive, Carthage, NC 28327.

Passengers that ride through the deviated fixed route are charged a passenger fare. All passengers must deposit a voucher or exact change in the token box.

24. 25. STATEMENT OF NON-DISCRIMINATION

This agency does not discriminate in the provision of service to any individual based on race, color, religion, sex, national origin, political affiliation, disability, or age. All persons will be treated equally with respect and dignity.

This agency is an equal opportunity employer and will not discriminate in the employment of persons because of race, creed, color, sex, age, or national origin.

MCTS

Moore County Transportation Services

Mission

To provide safe and efficient transportation services for citizens and clients of County agencies.

Vision

A model for small rural transit systems in North Carolina and the United States.1. Description of Services

Moore County Transportation Services provides the following types of transportation services to all Moore County Residences and their guests:

- Subscription Services – when passengers schedule routine trips from one specific location to another location and at set times. (e.g. transportation to work on Monday, Tuesday, Wednesday, Thursday, and Friday with pick up and return trips home at a scheduled time)
- Demand Response Services – when passengers request a single trip from one specific location to another specific location at a requested time. (e.g. doctor's appointment on Thursday at 10:00 am)
- Deviated Fixed Route Services – a fixed route with minor deviations for pick-ups and drop-offs. (A-Pines Line)

Descriptions of Programs and Eligibility Provided by Moore County Transportation Services

Moore County Transportation Services provides transportation through the programs listed below. Availability of the programs may vary based upon funding availability.

- Medicaid Transportation – Moore County Transportation Services provides transportation services for Medicaid eligible clients through the Department of Social Services and the Non-Emergency Medical Transportation Broker System.
- Elderly & Disabled Transportation Assistance (EDTAP) – is a part of the Rural Operating Assistance Program. (ROAP Grant Funding) Funding provides transportation services for adults 60+ and any individual with a disability.
- Rural General Public (RGP) – is part of the Rural Operating Assistance Program. (ROAP Grant Funding) Services available to any individual not eligible for transportation services through a human service agency.

- Contract Services - agencies throughout Moore County have the option to contract with Moore County Transportation Services for their clients.

Important to remember: All Moore County Transportation Services programs have limited funding available. As a result, frequencies and types of trips may be adjusted.

Scheduling Your Appointment

Requests for transportation services must be scheduled 48 hours in advance as follows:

Appointment Day Must call by 5:00 p.m. on this day to schedule

Monday Wednesday

Tuesday Thursday

Wednesday Friday

Thursday Monday

Friday Tuesday

Moore County Transportation Services Office Hours

Office hours are Monday through Friday between the hours of 7:30 am and 6:00 pm.

Moore County Transportation Services Driver Hours of Service on Highway

Service is provided Monday through Friday between the hours of 3:30 am and 6:30 pm.

Subscription Services Hours of Operation

All subscription appointments services are provided Monday through Friday between the hours of 5:00 am and 5:00 pm.

Demand Response Services Hours of Operation

All demand response appointment services are provided Monday through Friday between the hours 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 trips. (Appointments times represent the time the appointments must be scheduled)

2. 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

Good Friday

Memorial Day

Fourth of July

Labor Day

Veterans Day

Thanksgiving Day & Friday after

Thanksgiving

Christmas (See below)

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

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

The county observes the following schedule regarding Christmas Day. When Christmas Day fall on the days note in the table below, then following days are observed as holidays:

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 Monday

Saturday Thursday, Friday, and Monday

3. OUT OF COUNTY SCHEDULE

Out of County appointments are for medical appointments only and must be scheduled between the hours of 9:00 am and 11:00 am only.

The Moore County Transportation Services Out of County schedule is as

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

Moore County Transportation Services van are required to depart by 3:00 pm from all out of county destinations.

4. NON-EMERGENCY TRANSPORTATION SERVICES

All transportation services provided by Moore County Transportation Services are non-emergency. Passengers scheduled for appointments will not be transported if any of the following systems are evident:

- Chest pains
- Shortness of breath
- Severe nausea
- Vomiting or diarrhea
- Abdominal pain
- Labor pain

If the Moore County Transportation Services 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.

Reservations

Moore County Transportation Services must be notified of scheduled appointments no later than two business days before the time of an appointment.

Requests for service can only be met if all the following conditions are met:

- Moore County Transportation Services 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 Moore County Transportation Services with the physical address to where they are being transported.

Exception

If an organization within Moore County, which has not entered a contract with Moore County Transportation Services for transportation services, experiences extenuating circumstances or an emergency, the Director of Moore County Transportation Services or his/her designee, in his/her sole discretion, may approve transportation services to clients of that organization. For example, if another agency that needs transportation services for their clients has a shortfall of vehicles or has a situation where emergency transportation is required, Moore County Transportation Services may help. In such event, Moore County Transportation Services will inform the requesting organization of the following:

- The request must be approved by the Director of Moore County Transportation Services or their designee.
- If approved, the requested services will be added to the schedule; however, to the extent possible, the assistance will not interfere with the schedule operations of MCTS.
- 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 Passenger Aide/Escort)
- All trips are limited to in-county services only. No out of county trips will be provided.
- If applicable, 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.
- The organization will be responsible for payment for transportation services provided by Moore County Transportation Services; and any outstanding debts may result in the denial of future requests until payment is made in full.

5. CANCELLATIONS

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

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

6. PASSENGER AIDE / ESCORT

Passengers who need assistance getting to or from the vehicle, entering or exiting the vehicle, or moving around while inside the vehicle must have an aide accompany them. It is the responsibility of the passenger, the passengers' family or guardian, or the sponsoring agency to furnish the aide.

The aide as defined by ADA will not be charged for the trip and is to stay with the passenger.

Persons with physical or mental disabilities transported to and from adult daycares must have a responsible person to take them to and from the vehicle.

7. CURB-TO-CURB SERVICE

Moore County Transportation Services provides curb-to-curb services. However, when passengers may be non-ambulatory or require the need for additional assistance, drivers may assist passengers on and off the vehicles and to the entry door if required. Any passenger who needs further assistance beyond the entry door is responsible to have an accompanying aide or family member/guardian; the MCTS system does not provide aides. When providing assistance, the driver must remain within view of the vehicle while other passengers are on board.

MCTS drivers have the discretion to pick-up passengers in what they deem to be a safe manner at the address provided. MCTS passengers do not dictate where they are specifically picked up.

House numbers should be readily visible from the road.

Private driveways and roads should be maintained and not present a hazard to vehicles. Failure to maintain private roads and driveways will result in MCTS vehicles declining to provide service.

All passengers must sign a Release, Waiver and Indemnification of Liability prior to receiving transportation services. (Attachment 8)

8. 10. MOBILITY DEVICES

Passengers must supply their own mobility device. Drivers are not permitted to transfer passengers from beds, chairs, etc., into wheelchairs or other mobility devices.

With respect to passengers with wheelchairs, combination equipment, or other mobility devices (collectively referred to as "Mobility Devices") that are larger or heavier than the design standards for MCTS vehicles and equipment, MCTS must carry the passenger if the lift and vehicle can accommodate the passenger plus the size and weight of the Mobility Device. MCTS may decline to provide transportation services to a passenger if the combined weight of the passenger and the Mobility Device exceeds that of the lift specifications or if the carriage of the Mobility Device is demonstrated to be inconsistent with safety requirements.

All Mobility Devices must be secured in the designated securement areas. MCTS may not deny transportation services to a passenger on the ground that the passenger's Mobility Device cannot be secured or restrained satisfactorily by the vehicle's securement area.

MCTS may recommend to a user of a Mobility Device to transfer to a vehicle seat. MCTS may not require the individual to transfer.

MCTS staff, where necessary or upon request, shall assist individuals with disabilities with the use of securement systems and lifts. If the assistance requires MCTS staff to leave their seats to provide assistance, they shall do so.

MCTS staff shall permit individuals with disabilities who do not use Mobility Devices, including standees, to use a vehicle's lift to enter the vehicle.

The wheelchair lift is designed for one person only and, if applicable, that person's Mobility Device. Accordingly, only one person shall occupy the wheelchair lift while it is in operation, going up or down.

The passenger's delivery destination and home destination must be wheelchair accessible. The driver retains the option to refuse service if there are steps, steep ramps, bumpy terrain, or other dangerous conditions that present a safety hazard to either the driver or passenger.

MCTS does not transport Mobility Devices without the client being present.

9. NO-SHOWS

A passenger will be considered a No-Show if MCTS arrives to pick-up the passenger and the client is not at the appointed address/designated pickup location, refuses the scheduled trip, and/or MCTS was not notified at least 24 hours before the requested appointment time.

Contract Agencies

Contract agencies can determine that a passenger, who might otherwise be considered a No-Show, is considered a cancellation instead based on medical circumstances for the passenger and the passenger's family.

See individual agency contracts for specific No-Show charges.

Rural Operating Assistance Program (ROAP)

All passengers will be provided the MCTS No-Show policy in writing.

All passengers considered a No Show must pay the fully allocated cost of the scheduled trip. Payment must be paid in full prior to receiving additional transportation. Any scheduled trips will not be completed until payment is received.

First No-Show:

After the first documented No-Show the passenger and/or the passenger's sponsoring agency if applicable will receive a warning letter advising that further missed trips will result in a suspension of transportation services for a period of thirty days.

Second No-Show:

After the second documented No-Show the passenger and/or the passenger's sponsoring agency if applicable will receive a letter advising that his/her transportation services have been suspended for 30 days.

Third No-Show:

After the third documented No-Show the passenger and/or the passenger's sponsoring agency if applicable will receive a letter advising that his/her transportation services have been suspended for 60 days.

Fourth No-Show:

After the fourth documented No-Show the passenger and/or the passenger's sponsoring agency if applicable will receive a letter advising that his/her transportation services have been suspended for the remainder of the fiscal year or until the following June 30th.

All suspensions will reset on July 1st.

10. CHILD SAFETY

All children under the age of eight and who weigh less than 80 pounds shall be transported in a child safety seat, as required by North Carolina law. It is the responsibility of the agency, or the child's parents or guardians, to provide such a child safety seat. The MCTS system does not provide child safety seats. Small children who do not have a safety seat will be refused transportation until such time as the agency or individual provides a suitable seat. When a child reaches age 8 (regardless of weight) OR 80 pounds (regardless of age), a correctly fitted seat belt may be used instead of a child safety seat. MCTS reserves the right to refuse transportation to any child who cannot be safely secured as required by North Carolina law.

A parent or guardian must accompany passengers under 16 years of age.

11. PASSENGER RESPONSIBILITIES

- Do not use abusive or profane language with the driver, dispatch, schedulers, or manager.
- Threats directed at the driver or passengers are not allowed on board a Moore County Transportation Services vehicle.
- Do not initiate conversations with drivers while the vehicle is moving except in the event of an emergency. (i.e. If a passenger is in need of assistance due to a health issue.)
- Be ready one and half (1.5) hours prior to their scheduled appointment time and one and half (1.5) hours after their scheduled return.
- No screaming, loud talking, singing, or playing music in/on the Moore County Transportation Services van.
- Be ready and watching for provider – they will only wait 5 minutes after arriving to pick you up. If the client does not board the vehicle within 5 minutes the passenger will be marked as a No Show unless otherwise instructed by Moore County Transportation Staff.
- Wear seat belts at all times.
- Passengers are expected to use good personal hygiene.
- All trash must be placed in the proper trash receptacle.
- Service animals must be controlled at all times. This includes uncontrolled barking, excessive growling, jumping on other people, and running away from the handler. If the service animal poses a direct threat to the health or safety of others the handler may be asked to remove the animal. Service animals must be vaccinated in accordance with state and local laws and housebroken.
- Passengers who have dogs on their property must have their dogs confined for the safety of the Moore County Transportation Services drivers. If dogs are not confined services will not be received and the passenger will be charged a No-Show fee. No exceptions.
- Passengers should wait at a main entrance or curbside if they are physically or mentally capable and weather permitting. The drivers have the discretion to determine the main entrance or curbside of the pickup and drop off locations.
- Provide a caregiver or attendant if needed.
- Provide adult supervision for children under the age of 18.
- Do not smoke, chew or dip tobacco.
- Do not possess any weapons while on vehicle.
- Do not display affection of sexual nature to the driver or other passengers.
- Do not bring open food or drink on the vehicle. However, exceptions are made to allow eating and drinking due to a passenger's medical condition or treatment.

- Do not possess alcohol or illegal drugs while in vehicle. This includes unopened containers.
- Secure all personal belongings and remove them when you exit the vehicle. Drivers are not responsible for returning items left on vehicle.
- Grocery or light weight bags need to be limited to what you can carry and safely secure.
- Passengers will be taken to the address/locations authorized on the manifest.
- If you have a compliment or complaint, contact Moore County Transportation Services at 910-947-3389.

Moore County Transportation Services is always reviewing and updating policies and procedures for its transportation services. To make sure the customer is receiving the latest information, or if a customer has further questions, call 910-947-3389.

12. PASSENGER CODE OF CONDUCT

A passenger's right to transportation privileges can be suspended or terminated by Moore County Transportation Services or sponsoring agency due to misconduct, noncompliance, and/or disruptive or inappropriate behavior. Disruptive or inappropriate behavior to other passengers or the driver will not be tolerated.

When a MCTS passenger breaks one of the Moore County Transportation Services Passenger Guidelines, the procedure will be followed:

- 1st Offense – The passenger will receive a written warning from a Moore County Transportation Services staff member. If the passenger receives services through either a human service agency or an agency that contracts with Moore County Transportation Services for transportation, the sponsoring agency will be notified.
- 2nd Offense – The passenger will be suspended for a period of (3) working days. A member of Moore County Transportation Services Administrative team will notify the passenger of their suspension by phone and in writing. The sponsoring agency (if any) will also receive notification by the Moore County Transportation Services office, and a copy of the written suspension will be sent to the proper personnel at the sponsoring agency's office.
- 3rd Offense – The passenger will be suspended for a period of (10) working days. A member of Moore County Transportation Services Administrative team will notify the passenger of their suspension by phone and in writing. The sponsoring agency (if any) will also receive notification by the Moore County Transportation Services Office, and a copy of the written suspension will be sent to the proper personnel at the sponsoring agency's office.

- 4th Offense – The passenger will be suspended for a period of (30) working days. A member of Moore County Transportation Services Administrative team will notify the passenger of their suspension by phone and in writing. The sponsoring agency (if any) will also receive notification by the Moore County Transportation Services Office, and a copy of the written suspension will be sent to the proper personnel at the sponsoring agency's office.

- Automatic Suspension - Depending on the severity of the passenger's actions, Moore County Transportation Services reserves the right to suspend clients for one (1) year up to permanently at their discretion voiding the above procedures. (Examples: violence, threats, intimidation, harassment, holding up transportation services by not putting on seatbelt and placing token in the appropriate location, excessively calling the office disrupting day to day operations)

Appeals

Passengers may only appeal one-year or permanent suspensions by submitting a completed Code of Conduct, Appeal of Suspension, Moore County Transportation Form.

Moore County Transportation Services Passenger Code of Conduct Appeals Committee

The Moore County Transportation Services Passenger Code of Conduct Appeal Team will consist of the County Attorney Designee, Human Resources Designee, Assistant County Manager.

If the suspension is warranted. The suspension date will be (1) year from the date of the Moore County Transportation Passenger Services Passenger Code of Conduct Appeals Committee determination.

Definitions:

Violence – Physical force employed to violate, damage, abuse, injure, or strike any manner.

Threat - An expression or action showing intent to inflict harm. The giving of signs or warnings of violence or the announcement of violence as a possibility.

Inappropriate Behavior - Any conduct that does not demonstrate respect for the rights and dignity of other or that interferes with the orderly provision of transportation services.

Intimidation – A personalized form of anti-social behavior, specifically aimed at individuals. People experience repeated incidents and problems of intimidation and harassment day after day.

13. DRIVER – PASSENGER POLICIES

- Courtesy and Respect – Drivers will show courtesy and respect for all customers while performing the service they require.

INCLEMENT WEATHER POLICY

Moore County Transportation Services will follow the Moore County Policy.

EMERGENCY PROCEDURES FOR PASSENGERS

In case of an accident or other emergency, the passenger should:

Follow the driver's instructions.

- Remain calm,
- Maintain orderly evacuation of the vehicle, if warranted,
- Stay off roadway in a safe location,
- Do not smoke anywhere near the vehicle,
- Call for emergency response if the driver is incapacitated.

14. EMERGENCY / NATURAL DISASTER PLAN

In the event of an emergency or natural disaster, transportation services will be discontinued in the discretion of the County Manager. Efforts will be made to take passengers home who are either in route or at scheduled appointments.

15. TRANSPORTATION OF NURSING, REST, DOMICILIARY, AND FAMILY CARE HOME RESIDENTS

Residents of nursing home, rest homes, assisted living facilities, family care homes, and domiciliary homes are considered the wards of the homes. It is the responsibility of the respective entities to provide transportation services for their residents. In order for Moore County Transportation Services to provide services to the respective entities an executed contract shall be required.

16. CONFIDENTIALITY

Any and all information regarding any individual person served by MCTS is strictly confidential. Information shall only be released to authorized parties.

17. USE OF TOBACCO PRODUCTS

All Moore County Governmental Property is smoke free, which includes but is not limited to cigarettes, tobacco, and devices such as e-cigarettes, pipes, and vaporizers. The use of these items is prohibited in/on all Moore County property including vehicles, grounds, and parking lots and inside/outside all County owned/leased facilities.

18. SUBSTANCE ABUSE/DRUG AND ALCOHOL TESTING

MCTS employees are governed by the “Drug and Alcohol-Free Workplace Policy” and the “Substance Abuse Policy” both of which are contained in the Moore County Personnel Policy. The purposes of these policies are to: (1) state the County’s unequivocal opposition to the unlawful manufacture, distribution, dispensation, possession, or use of nonprescription controlled substances or alcohol and abuse of prescription drugs in the workplace by Moore County employees or any person covered by this policy; (2) assure worker fitness for duty and to protect our employees and the public from the accidents, injuries and other risks posed by the misuse of alcohol and use of prohibited drugs; (3) maintain a drugfree and alcohol-free workplace; (4) provide the means for offering drug awareness, education and training to deter the use of prohibited drugs by all employees; and (5) to offer a formal program of detection, to encourage employees to seek professional assistance for drug and alcohol dependency, and define minimum standards for the formal testing/detection program.

The following points summarize the Drug and Alcohol-Free Workplace Policy and the Substance Abuse Policy:

- MCTS employees are prohibited from illicit drug use.
- MCTS employees are prohibited from alcohol use in the performance of their duties.
- MCTS employees are prohibited from the possession of illicit drugs or alcohol on or in Moore County property or vehicles.
- MCTS employees must complete drug and alcohol training.
- MCTS has implemented and maintains an approved drug and alcohol testing program that is consistent with the regulations of the Federal Transit Administration (FTA)
- Drug and alcohol testing must be administered to all safety-sensitive employees.
- MCTS must comply with all federal regulations pertaining to drug and alcohol testing.
- MCTS employees must pass the pre-employment, random, post-accident, and reasonable suspicion drug and alcohol tests. Employees who do not pass drug and alcohol test will be dismissed.

REASONABLE SUSPICION DRUG AND ALCOHOL TESTING

All MCTS safety-sensitive employees are subject to Reasonable Suspicion Drug and Alcohol testing at any time during duty hours. (Attachment #3), “Reasonable Suspicious Testing Determinations Form”

POST-ACCIDENT DRUG AND ALCOHOL TESTING

Accidents or Incidents may require Post-Accident Drug and Alcohol Testing, (Attachment #2) entitled; "Post Accident Drug and Alcohol Testing Decision Maker Form" and the Accidents/Incidents Reporting in this Policy, Section 20.

19. ACCIDENTS / INCIDENTS

It is the responsibility of every employee of MCTS to report any and all on-the-job injuries and/or accidents/incidents immediately to the Director of MCTS or their designee. Drivers will provide detailed and accurate reports of all on-the-job injuries and/or accident/incidents using the accident/incident report form(s) immediately after the on-the-job injuries and/or accident/incident. Report forms are in all vehicles (Attachment # 1, "MCTS Accident/Incident form").

If passengers are involved in an accident/incident, the sponsoring Agency of all passengers will be informed of the situation as soon as possible.

MCTS will follow the guidelines of the Moore County Vehicle Fleet Policy, effective March 1, 2012; section H, pertaining to accidents or incidents (Attachment # 5).

IMPORTANT: Accidents or Incidents may require Post-Accident Drug and Alcohol Testing

Drivers must remain at the scene of an accident (unless medical attention is needed) to make a report to law enforcement personnel.

Drivers should fill-out an incident reporting form if anything unusual occurs during their route. Incidents include accidents, injuries, property damage and near misses. Examples of incidents that should be recorded include, but are not limited to:

- Passenger falls without injuries.
- Passenger injuries.
- Difficulties with passengers that result in damage to people and/or property. (Example; passenger actions such as throwing objects, etc.)
- Equipment failures which cause delays; running over objects which could cause residual damage to tires or undercarriage; any unusual occurrences or events that caused or could cause future problems in the safe and reliable operation of the vehicle.
- Accidents/Incidents requiring passenger medical treatment.
- Accidents/Incidents which result in dollar value damage of over five hundred dollars (\$500.00)—written notice of such an accident must be given to the North Carolina Department of Transportation (NCDOT) within 30 days of the incident.

Fatal Accidents: If a fatal accident occurs, MCTS must provide written notice about the accident to NCDOT within 24 hours of the accident victim's death. A written copy of local or

state accident investigation reports of fatal accidents should be submitted to NCDOT within 30 days of the accident.

Failure to report incidents/accidents can be grounds for disciplinary action up to and including termination of employment.

20. CHARTER TRANSPORTATION SERVICES

Inasmuch as Federal Law greatly restricts the use of federally funded vehicles for charter purposes because of its policy not to compete with private enterprise, MCTS will not provide charter transportation services.

21. SCHOOL TRANSPORTATION POLICY

Moore County Transportation Services will not provide exclusive school related transportation. Exclusive school transportation is defined as any trip provided by a transportation system for which passengers are restricted only to students being transported to or from school or to or from school activities.

22. FARE INCREASE AND MAJOR SERVICE REDUCTION

In the event of a fare increase or a major service reduction, Moore County Transportation Services will issue a public notice at least 30 days prior to the effective date of such changes. This notice will be provided to the general public and to persons and/or organizations that contract transit services with Moore County Transportation Services. A major service reduction is defined as an elimination of any route or service. A fare increase is defined as an increase in ridership fare (e.g., increase of \$4.00 each way to \$6.00 each way).

Opportunity for Public Comment - The public will be provided an opportunity to make comments on the proposed change(s) at a public hearing conducted before Moore County Board of Commissioners at least 30 days prior to the required 30-day public notice of change execution.

Public Notification - Moore County Transportation Services will notify the public about the proposed change by:

- a. Provide notice on the County of Moore's website; and
- b. Provide notice to human service contractors per terms outlined in the executed service agreement; and
- c. Provide notice in the local newspaper having general circulation in the service area; and
- d. Post notice in all revenue vehicles (A revenue vehicle is defined as the floating and rolling stock used to provide revenue service for passengers.)

23. CASH HANDLING

Passengers that ride through the RGP (Rural General Public) and EDTAP (Elderly and Disabled Transportation Assistance Program) are charged a passenger fare. All passengers must deposit a token or exact change in the token box upon entering the vehicle.

Drivers do not have access to cash or the ability to open the token box while operating a vehicle.

Drivers are instructed to direct clients and members of the public to make donations directly to the MCTS Administrative Office at 1048 Carriage Oaks Drive, Carthage, NC 28327.

Passengers that ride through the deviated fixed route are charged a passenger fare. All passengers must deposit a voucher or exact change in the token box.

24. STATEMENT OF NON-DISCRIMINATION

This agency does not discriminate in the provision of service to any individual based on race, color, religion, sex, national origin, political affiliation, disability, or age. All persons will be treated equally with respect and dignity.

This agency is an equal opportunity employer and will not discriminate in the employment of persons because of race, creed, color, sex, age, or national origin.

POLICY AND PROCEDURE: VEHICLE VIDEO/AUDIO SURVEILLANCE SYSTEMS

BACKGROUND

The NCDOT, using American Reinvestment and Recovery Act (ARRA) funds, has established a goal of making available to transit systems in North Carolina the option to place vehicle video and audio surveillance equipment onboard vehicles in their respective fleets. Through extensive evaluation and testing of equipment, a bid process was completed by the NCDOT to meet ARRA requirements. Upon completion of this process a contract for this equipment was awarded.

The equipment selected for these projects makes use of a four channel DVR system installed in each vehicle. The DVR is placed in a secure location and has a two-lock system for user access. One lock will open the outer security cover, and the second lock enables the hard drive to be removed. The system is activated upon vehicle ignition and shuts down twenty minutes after the vehicle ignition is turned off. There is a Panic Button located in the drivers seating area, and a solid light indicates that the system is operating normally.

Through testing and research, as a rule, vehicles that are equipped with wheelchair lifts will have four cameras mounted inside each vehicle, and vehicles without lifts will have two cameras. The locations of the cameras have been established to include views looking out the vehicle front windshield, the passenger entrance door, the wheelchair lift, and the passengers/driver.

Some systems will be allowed to acquire a wireless download to capture tagged events to include the following: turn signal use, G Force sensor activation, braking, lift deployment, and panic button triggered events. With the Wi-Fi downloads the marked events will be automatically downloaded within two hours of the vehicle retuning to the base location, and up to six vehicles can download at any given time. The DVR houses a removable 500 GB encrypted hard drive which can only be viewed with vendor's viewing software. Once the hard drive has been viewed it can be converted to Window's Media Player format which is not encrypted. The hard drive contains all the continuous recordings and will capture recordings for total hours the vehicle is in use. When the hard drive reaches its capacity, it will then start overwriting the oldest recordings.

Through the pilot projects, testing, and evaluations the system has proven to have no major malfunctions; however, it is imperative that the system's health be routinely monitored to ensure that recordings are being properly received.

POLICY STATEMENT

Video/Audio surveillance, when utilized with other security measures, is an effective means

of ensuring the security and safety of vehicles operated by Moore County Transportation

Services. Vehicles will be equipped with automated onboard security video/audio surveillance systems.

The video/audio surveillance system is installed and in use in Moore County Transportation Services vehicles to help monitor various activities. The security camera surveillance system is not intended to be a substitute for direct client-staff interaction but is intended to supplement those interactions and enhance safety for our clients and staff. The policy will be administered and monitored by the "Director" or their designee. The use of a video/audio surveillance system to enhance security, including specific camera positions, is determined based on reasonable and justifiable grounds for the provision of employee and public safety, as well as security. The system begins recording every time the vehicle is started and continuously captures video/audio data while the vehicle is in operation. The recordings cannot be viewed in "real time" and is only accessed as outlined in this policy. The video/audio surveillance system provides the opportunity to review images after an incident occurs, if/when a complaint is made, and/or for other operational and administrative purposes, including by way of example only, training or quality improvement activities. Copies of records from the archived data may be made and stored separately when authorized by this policy or when litigation or any other legal action is anticipated, pending, or ongoing. Moore County Transportation Services employees who are within range of the security camera system have no expectation of privacy regarding any of their activities that are recorded. All images and records of whatever sort generated by the system may be used in investigations of complaints and/or with respect to disciplinary action, as well for training purposes.

Copies of video/audio surveillance system records are Moore County Transportation Services records and will be maintained in the same manner as other records made or copied for similar purposes. Information on the existence, operation, and use of Video/Audio surveillance systems on Moore County Transportation Services vehicles will not be considered public record as the information recorded will be used for the following:

- To perform performance evaluations; and suspension, disciplinary actions, and terminations, which is protected as confidential information under Article 5, G.S. 153A-98.
- To assist public law enforcement agencies in criminal investigations; intelligence records; Innocence Inquiry Commission records, G.S.132-1.4.
- For training.
- As required by North Carolina or Federal Law.

PURPOSE

The need to ensure security and safety must be balanced with an individual's right to privacy. The purpose of this policy is to establish procedures which are intended to achieve this balance. The information below is intended to provide guidance regarding the video/audio

surveillance system for Moore County Transportation Services. Moore County

Transportation Services vehicle operators must always remain alert and aware of their surroundings. Video surveillance helps and is used to:

- Monitor the quality of service provided by the transit system
- Deter inappropriate conduct or criminal activity
- Assist in criminal investigations
- Provide enhanced safety for the operator and passengers
- Enforce passenger code of conduct
- Address complaints and research incidents

Specifically, this policy addresses requirements and responsibilities with respect to:

- the installation and operation of video/audio surveillance systems on Moore County Transportation Services vehicles;
- the use of the information obtained through video/audio surveillance systems on Moore County Transportation Services vehicles; and
- custody, control, access to and retention of records created through video/audio surveillance systems on Moore County Transportation Services vehicles.

DEFINITIONS

This policy applies to all video/audio surveillance systems installed on Moore County Transportation Services vehicles.

“Vehicle” refers to any vehicle that is either owned or operated by Moore County Transportation Services for the defined purpose of providing public transportation services by Moore County Transportation Services.

“Director” means the primary official with overall responsibilities for the management and operations of the transit program, or their designee.

“Video/Audio Surveillance System” or “System” refers to any system or device that enables continuous or periodic video/audio recordings, observing or monitoring the interior of Moore County Transportation Services vehicles. This may include individuals boarding, travelling on, or alighting system vehicles, and includes the storage device used to store the recorded video/audio data.

CAMERA PLACEMENT

Moore County Transportation Services will take all reasonable steps to mitigate any adverse effects on personal privacy. Camera placement has been assessed in the NCDOT Video Camera Surveillance Pilot projects. This process has developed a standardized placement and number of cameras to be used by each vehicle type. The transit system will honor these assigned camera placements and will not deviated from this approved plan without written permission from the NCDOT.

SIGNAGE

A 8X11 inch (minimum) sign will be placed in a visible location on the interior of each vehicle that provides notification of the collection of personal information. The sign will advise all persons entering the vehicle that the interior of the vehicle is under video/audio surveillance (See Attachment B).

ACCOUNTABILITY

The Director or his/her designee shall be responsible for the following:

1. maintaining and annually reviewing the protocols for the installation, operation, and use of the Video/Audio surveillance System used by the transit system, and for the custody, control, access to and retention of records created.
2. ensuring that all proposed changes to the existing system or any newly proposed systems meet the requirements of this policy prior to implementation.
3. maintaining the custody of all system records created. All records will be maintained for a period of thirty calendar days. Any records saved for specific purposes such as personnel action, incident/accident investigation, or litigation will be retained for as long as necessary.
4. ensuring the security of any records, from creation through final disposal.
5. ensuring compliance with this policy.
6. routinely monitor camera surveillance systems to ensure that the system is properly functioning and for personnel, training, or other administrative purposes.

Drivers are responsible for the following:

1. ensuring, at the time of their daily vehicle inspection, that the camera LED light/Panic Button is lit solid and not flashing to ensure that system is operating. The driver should report any malfunction or damage upon discovery to their supervisor, including unlit or flashing panic button, condensation build up on the camera lenses, inoperable camera and cracks or other visible damage.
2. refraining from loud playing of radios, or other devices that would interfere with the recording of audio data.
3. receiving training on the use of the Panic Button so that significant events transpiring onboard vehicles will be tagged.
4. taking no action or allow others to take actions that would interfere with the proper functioning of the system. Those who tamper with equipment could face disciplinary actions, be assessed the cost of repairs caused by damages associated from actions or face possible criminal charges.
5. Noting specifically the time and location of the occurrence, if incidents do occur during the normal course of providing service- this is part of investigation.

USE OF INFORMATION COLLECTED

The information collected through video/audio surveillance will be used for the following purposes:

1. To perform performance evaluations; and suspension, disciplinary actions and terminations that are protected as confidential information under Article 5, G.S. 153A-98.
2. To assist public law enforcement agencies in criminal investigations; intelligence records; Innocence Inquiry Commission records, G.S.132-1.4.
3. For training.
4. As required by North Carolina or Federal Law.

ACCESS TO SYSTEM RECORDS

Restrictions: Access to records created by the system is restricted by law. Access is limited to the following:

- individuals responsible for the operation or administration of the system
- individuals who have a legitimate need to access the information for one of the purposes listed in the "Use of Information Collected" section of this policy.
- Access means Moore County Transportation Services staff may provide a summary of the information collected.
- if required by North Carolina or Federal law, a copy of the record may be provided.

Chain of Custody: a chain of custody request form containing the following mandatory information must be completed and signed by an outside party requesting access to a record (See Attachment A).

****Records will only be given to parties who are granted access under North Carolina and Federal Law.

Viewing of Security cameras may be conducted for training purposes from time to time. During this time disciplinary actions may be required should violations of Moore County Transportation Services policy be discovered while viewing. Footage may be saved and stored on a flash drive and secured.

RECORDS MANAGEMENT

Recorded video/audio data is stored on the vehicle's DVR hard drive. Hard drives are 500 GB, and will record continuously for 35 days or approximately 283 total hours under normal operating periods (the total hours are based upon the default setting as follows: D1 High Resolution (720x480); 15 fps; 4 cameras; an 8-hour day). When the hard drive

reaches capacity, the system will begin recording over the oldest recordings, thus

destroying those records. The transit system will save relevant recordings to a computer or server with sufficient capacity to manage the data. Consideration should be given to servers that can be backed-up daily or to external hard drives that can be removed and stored offsite. The transit system will routinely monitor the system's health to ensure that the system is properly functioning. This may include the driver panic button LED light status on the Driver's Daily Vehicle Inspection Checklist, as well as periodic rotation and reviewing of all hard drives.

With wireless downloads of tagged events, it will be imperative that the transit system monitor the volume of records downloaded daily to ensure that the designated computer or server has ample record storage capacity. Records that have no value will be deleted by those personnel authorized to do so. Records of value will be stored in the system for future retrieval.

UNAUTHORIZED DISCLOSURE

Any employee of Moore County Transportation Services having knowledge of unauthorized access to or disclosure of a record must immediately inform the Director or designee.

Failure to comply with this policy, including any unauthorized access to or disclosure of information is cause for disciplinary action, up to and including termination of employment.

CONTACT

For information related to vehicle video/audio surveillance system onboard transit vehicles, please contact the Transportation Director or Transportation Manager at 1048 Carriage Oaks Drive, Carthage, NC 28327, (910) 947-3389.

The content of this policy has been reviewed by the NC Institute of Government. The above policy is an effort to define transit vehicle video/audio surveillance within the context of NC Public Record laws and privacy. This policy may be revised as necessary without notice to meet other requirements of NC Law.

ATTACHMENT A
CHAIN OF CUSTODY

Date of Recording Requested _____ Time of Requested Recording _____

Name of Person Making Request _____

Authorized Official Granting Permission for Record Access _____

Reason for Allowing Access: (check)

To perform performance evaluations; and suspension, disciplinary actions and terminations that are protected as confidential information under Article 5, G.S. 153A-98.

To assist public law enforcement agencies in criminal investigations; intelligence records; Innocence Inquiry Commission records, G.S.132-1.4.

For training.

As required by North Carolina or Federal Law.

Date/Time Access is granted _____

Content of information for which access is given: _____

By signing below, I agree to only use the information contained in records released for the specific purposes stated above and will not release the information to other parties without prior approval. I also agree to destroy the records when the records have met their useful purpose. Information from video/audio records received is not considered public record under NC law and should be treated as such.

Signed

Date

Date

Authorized Official

ATTACHMENT B

WARNING

AUDIO & VIDEO SURVEILLANCE IN
OPERATION AT ALL TIMES

AVISO

AUDIO Y VIDEO VIGILANCIA EN
FUNCIONAMIENTO TODO EL TIEMPO

Agenda Item:

Meeting Date: May 4, 2021

MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Richard Smith – Capital Projects Manager

DATE: April 28, 2021

SUBJECT: Proposed Court Facility Project – Request for Award of Bid

REQUEST:

This is a request to review and award the attached bid from New Atlantic Contracting, Inc, and proceed to contract with said company.

BACKGROUND:

On March 12, 2021, Mosley Architects and The County of Moore, NC Advertised the court facility construction plans and scope of work in a “Request to Bid” publicly. Seven (7) bids were received and opened at 4pm on April 22, 2021, with New Atlantic Contracting, Inc. being the apparent responsible low bidder.

FINANCIAL IMPACT:

Forty-One Million One Hundred Twenty-Five Thousand Dollars (\$41,125,000.00) for the scope of work New Atlantic Contracting, Inc. will be responsible for in the overall project. The Court Facility Project Estimated Cost overall is Fifty-Three Million one Hundred Nine Thousand Three Hundred Eighty-Nine Dollars (\$53,109,389.00).

IMPLEMENTATION PLAN:

Award the attached Bid/Proposal and direct all responsible parties to move forward with securing the contract to start construction with New Atlantic Contracting, Inc.

RECOMMENDATION SUMMARY:

To make a motion to approve and award the attached Bid/Proposal from New Atlantic Contracting, located at 2635 Reynolda Road in Winston Salem NC. and direct all responsible parties to move forward with securing the contract to start construction of The Proposed Court Facility for The County of Moore NC.

SUPPORTING ATTACHMENTS:

- Mosley Architects Tabulation of Bidders

- “Bid” from New Atlantic Contracting, Inc.
- Court Facility Project Estimated Cost dated 23-Apr-21

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"BID"

Contract: Single Prime

Project: Moore County New Courthouse
and Renovation

Bidder: New Atlantic Contracting, Inc.

2635 Reynolds Road

Winston-Salem, NC 27106

TO:

Terra Vuncannon

Purchasing Manager

Moore County Purchasing

206 South Ray Street

Carthage, NC 28327

MOORE COUNTY NEW COURTHOUSE AND RENOVATION

CARTHAGE, NORTH CAROLINA

Architect's Project No: 582405

SECTION 004100 - BID FORM IFB-2021-09

DATE: April 22, 2021

TO: Terra Vuncannon, Purchasing Manager

206 South Ray Street

Carthage, NC 28327

FROM: New Atlantic Contracting, Inc.

(Bidder's Name)

2635 Reynolda Road

(Bidder's Address)

Winston—Salem, NC 27106

(Bidder's Address)

FOR: MOORE COUNTY NEW COURTHOUSE AND RENOVATION

Having carefully examined the site, and all of the Bidding and Contract Documents, and in compliance with the "Invitation to Bid" and "Instructions to Bidders" the undersigned proposes to provide all labor, materials, supplies, equipment, services, and perform all Work necessary for the construction of this Project in accordance with the Bid Documents, dated March 19, 2021, prepared by Moseley Architects. Complete this Bid Form in blue or black ink or by typewriter. Discrepancies in the multiplications of units of work and the unit prices will be resolved in favor of the correct multiplication of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

BASE RI) PRICE:

The Base Bid Price includes all Work required by and in strict accordance with the Bid Documents for this Project, for the Lump Sum of:

\$35331_r11 000 ? (Figures only).

LUMP SUM ALLOWANCES (Reference Division 1 Section 012100 "Allowances")

Allowance for SIGNAGE for new Courthouse: \$40,000.00

TOTAL BASE BID PRICE

(inclusive of Base Bid Price + Unit Price Allowance) =

\$ Figures only.

ADDITIVE ALTERNATES (Reference Division 1 Section 012300 "Alternates")

Add Alternate No.1: Renovation of existing Courthouse, inclusive of a \$10,000 allowance for interior panel signage.

BID FORM (AD 04) 004100-1

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CARTHAGE, NORTH CAROLINA

Architect's Project No: 582405

(Figures only)

2.Add Alternate No.2: Façade Renovation of existing Courthouse.

3UO (Figures only)

3.Add Alternate No. 3: Secure Parking Lot.

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4.Add Alternate No. 4: Courtroom furnishings on Fourth Floor.

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5.Add Alternate No. 5: Preferred Manufacturer - Stanley Security.

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6.Add Alternate No. 6: Preferred Manufacturer - Sustainable Water Treatment (AD 04).

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SUB-CONTRACTORS LIST

Bidders Submitting a Single prime Contract are required to list the names of sub-contractors used in determining their bid. List the names of sub-contractors below. (If using separate sub-contractors for the combined bid list both subs and identify the project they are to construct.)

HVAC:

- Plumbing: Pkfi5\ t-kccPae4 cc.l
- Electrical: (3*14%) ac-In tkcAJL
- Security Control System Contractor: -Sfok Securj b r04

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- Detention Equipment

BID FORM (AD 04) 004100-2

CARTHAGE, NORTH CAROLINA

Architect's Project No: 582405

RECEIPT OF ADDENDA

We acknowledge the receipt of the following Addenda:

Addendum No. 1 ,dated 03-30-2021

Addendum No. 2 ,dated 04-06-2021

Addendum No. 3 ,dated 04-12-2021

Addendum No. 4 , dated 04-15-2021

Addendum No. 5 , dated 04-20-2021

TIME OF COMPLETION

Based upon a Notice to Proceed within sixty (60) calendar days from the opening of the bid, Work included in this Contract for Phase 1 (New Courthouse Construction) shall be Substantially Complete no later than eight hundred and fifty (850) calendar days and finally complete no later than thirty (30) calendar days thereafter. Work included in this Contract for Phase 2 (Renovation of Existing Courthouse - Alternates 1 and 2) shall be Substantially Complete no later than two hundred and forty (240) calendar days and finally complete no later than thirty (30) calendar days thereafter from the completion of Phase 1. Refer to sheet AI. 1.1 for Phasing Information.

LIQUIDATED DAMAGES

The undersigned agrees, stipulates and fixes as liquidated damages if delayed, but not as a penalty, the sum of Five Hundred Dollars (\$500.00) per calendar day that the undersigned together with the undersigned's surety shall pay the Owner for each calendar day or part thereof that expires after the date specified for the Substantial Completion of the Work and until the Work is Substantially Complete. By bidding, the undersigned hereby agrees to be responsible for such liquidated damages.

ATTACHMENTS rio BID

Moore County Non-Collusion Affidavit

Moore County F-Verify Affidavit

W-9

Bid Bond

MBE Participation Forms

ACKNOWLEDGMENT AND REPRESENTATIONS

If notice of acceptance of this bid is given to the undersigned within SIXTY (60) days after the date of opening of bids, or any time thereafter before this bid is withdrawn, the undersigned will execute and deliver the Owner's prescribed modified AIA A101 Architect Agreement promptly after it has been presented to him for signature. Evidence of Insurance pursuant to A201 General Conditions Article 11 and Performance and Payment Bonds shall be furnished to the Owner at the execution of this Agreement.

BID FORM (AT) 04) 004100-3

CARTHAGE, NORTH CAROLINA

Architect's Project No: 582405

- Upon request of the Owner, the undersigned Bidder agrees to submit evidence in affidavit form of applicable experience, adequate financial resources, work in hand capacity, adequate organization, and acceptable past performance. Submittal will be in the form of AIA Document A305 Contractor's Qualification Statement. Bidders qualification information shall be considered privileged and confidential.
- The undersigned Bidder certifies that neither he/she, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with this bid. The person signing this Bid Form represents that he/she has full authority and representative capacity to execute this Bid Form in the capacity indicated below.
- The undersigned Bidder is a licensed General Contractor in accordance with applicable North Carolina state statutes and regulations, as amended.
- By submitting this bid, Bidder warrants and represents that Contractor and its Subcontractors comply with the E-Verify System requirements for confirmation of employment status of employees per Article 2 of Chapter 64 of North Carolina General Statutes.

CERTIFICATION

I certify that the firm name given below is the true and complete name of the Bidder and that the Bidder is legally qualified and licensed, to perform all Work included in the scope of the Contract.

Legal Name of Bidder (Company) New Atlantic Contracting, Inc.

Bidder's (Company) Address 2635 Reynolds Road, Winston—Salem, NC 27106

Affix Corporate Seal (if applicable): Cprpothlcc.

Incorporated in the Sea]

Signature)t?r9?&t11

State of North Carolina

(Signature of per on(s) legally authorized to bind Bidder (Company) to this Contract)

Adkins

(Typed or printed Name(s) of Person(s) Signing)

Title: President

(Typed or printed Title(s) of Person(s) Signing)

Telephone Number: 336-759-7440 E-mail: radkins@new—atlantic.net

(include Area Code) (of person indicated above)

North Carolina General Contractor License No.: 50851

BID FORM (AD 04) 004100-4

MOORE COUNTY NEW COURTHOUSE AND RENOVATION
CARTHAGE, NORTH CAROLINA

Architect's Project No: 582405

(This form may be reproduced in exact detail)

END OF BID FORM

BID FORM (AD 04) 004100-5

Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid
Identification of HUB Certified! Minority Business Participation

New Atlantic Contracting, Inc.

(Name of Bidder)

do hereby certify that on this project, we will use the following HUB Certified/ minority business as
construction subcontractors, vendors, suppliers or providers of professional services.

Firm Name, Address and Phone # Work Type *Minority **HUB

Category Certified

(V/N)

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*Minority categories: Black, African American (B), Hispanic (H), Asian American (A) American Indian (I),
Female (F) Socially and Economically Disadvantaged (D)

** HUB Certification with the state HUB Office required to be counted toward state participation goals.

Ut

The total value of minority business contracting will be (\$)_(q (OOD

MBFonns 2002-Revised July 2010

Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid
State of North Carolina AFFIDAVIT A - Listing of Good Faith Efforts

County Of Forsyth

(Name of Bidder)

Affidavit of New Atlantic Contracting, Inc.

I have made a good faith effort to comply under the following areas checked:

Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive. (1 NC Administrative Code 301.0101)

1 - (10 pts) Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government-maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.

2 - (10 pts) Made the construction plans, specifications and requirements available for review by prospective minority businesses or providing these documents to them at least 10 days before the bids are due.

3 - (15 pts) Broken down or combined elements of work into economically feasible units to facilitate minority participation.

4 - (10 pts) Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.

5 - (10 pts) Attended prebid meetings scheduled by the public owner.

6 - (20 pts) Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.

7 - (15 pts) Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.

8 - (25 pts) Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.

9 - (20 pts) Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.

10 - (20 pts) Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d)

Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: 04-22-2021 Name of Authorized Officer: Rick gn

Signature:

President Title: _____

State of NC County of Forsyth

Subscribed and sworn to before me this 22nd day of April 2021

Notary Public 4__ - kk -

My commission expires Dec. 29,2024

MBFortns 2002-Revised July 2010

Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid
State of North Carolina --AFFIDAVIT B-- Intent to Perform Contract
with Own Workforce.

County of
Affidavit of

(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the
contract.

(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements
of this type project, and normally performs and has the capability to perform and will perform all
elements of the work on this project with his/her own current work forces; and

The Bidder agrees to provide any additional information or documentation requested by the owner in
support of the above statement. The Bidder agrees to make a Good Faith Effort to utilize minority
suppliers where possible.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the
Bidder to the commitments herein contained.

Date: Name of Authorized Officer:

ED

State of County of

Subscribed and sworn to before me this

Notary Public

My commission

of 20

MBForms 2002-Revised July 2010

MOORE COUNTY

NON-COLLUSION AFFIDAVIT

State of North Carolina

County of Moore

Ricky Adkins

He/She is the President

submitted the attached proposal;

being first duly sworn, deposes and says that:

nc.1 New Atlantic Contracting, I the proposer that has

He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;

Such proposal is genuine and is not a collusive or sham proposal;

Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, Employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm or person to submit a collusive or sham proposal in connections with the contract for which the attached proposal has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person to fix the price or prices in the attached proposal or of any other Proposer or to fix overhead, profit or cost element of the proposal price of any other Proposer or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County of Moore or any person interested in the proposed contract; and

The price or prices quoted in the attached proposal are fair, proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

<1IE President

Signature and Title

State of North Carolina

County of Forsyth

Subscribed and sworn before me,

This 22nd day of April, 2021

Notary Public

My commission expires Dec.29,2024

LINDA M. HORTON

NOTARY PUBLIC

FORSYTH COUNTY

NORTH CAROLINA L

mmbeien Expires December 29, 2024

Moore County E-Verify Affidavit
STATE OF NORTH CAROLINA
AFFIDAVIT
COUNTY OF MOORE

I, Ricky Adkins (the individual attesting below), being duly authorized by and on behalf of New Atlantic Contracting, Inc. (the entity bidding on project hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS64-26(a).
3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (mark Yes or No)

a. YES x ,or

b. NO

4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.

Executed, this 22nd day of April, 2021.

Signature of Affiant

Print or Type Name: Ricky Adkins

State of North Carolina

County of Forsyth

Signed and sworn to (or affirmed) before me, this the 22nd

C

day of April, 2021.

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My Commission Expires: T

Dec. 29, 2024

my Gh 2024

CD

Notary Public

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New Atlantic Contracting, Inc.
Winston Salem, NC
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Limitation: Unlimited
Classification: Building
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AIA Document A310'- 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

New Atlantic Contracting, Inc.

2635 Reynolda Road

Winston-Salem, NC 27106

OWNER:

(Name, legal status and address)

Moore County

Post Office Box 905

One Courthouse Square

Carthage, North Carolina 28327

SURETY:

(Name, legal status and principal place
of business)

Fidelity and Deposit Company of Maryland

1299 Zurich Way, 5th Floor

Schaumburg, IL 60196-1056

This document has important
legal consequences. Consultation
with an attorney

is encouraged with respect to
its completion or modification.

Any singular reference to
Contractor, Surety, Owner or
other party shall be considered
plural where applicable.

BOND AMOUNT: \$ Five Percent of Amount Bid (5%)

PROJECT:

(?Nan1e location or address, and Project number, if any,)

Moore County New Courthouse and Renovation. IFB 2021-09

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as maybe specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this

obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

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Signed and sealed this 22nd day of April 2021

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(Witness) J son W. Morgan

/

(Witness) cliiton J.

(Title) Ricky Ailkins, President

Fidelity and IMposit Company of Maryland

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User Notes: (1701591375)

Bond Number Bid Bond

Obligee Moore County

ZURICH AMERICAN INSURANCE COMPANY

COLONIAL AMERICAN CASUALTY AND SURETY COMPANY

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New

York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY

AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois Qaerein collectively called the 'Companies"), by

Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are

set forth on the reverse side hereof and are hereby certified to be in MI force and effect on the date hereof, do hereby nominate, constitute,

and appoint John Dufresne • its true and lawful agent and Attorney-in-Fact, to make, execute,

seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such

bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as filly and amply, to all intents and

purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE

COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND

SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT

COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of

the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said

ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and

FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 19th day of June, A.D. 2019.

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY

COLONIAL AMERICAN CASUALTY AND SURETY COMPANY

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray 04"02-Vice President

I utP4,

By: Dawn E. Brown

Secretary

State of Maryland

County of Baltimore

On this 19th day of June, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Robert D.

Murray, Vice President and Dawn B. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who

executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of

the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

,%111111 11j"

Mitt a.

Constance A. Dunn, Notary Public

My Commission Expires: July 9, 2023

'tllilt'

EXTRACT FROM BY-LAWS OF THE COMPANIES

'Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President

may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies,

recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such

attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any

time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN

CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the

foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of

the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of

Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary

and the Seal of the Company may be affixed by facsimile on any Power of Attorney ... Any such Power or any certificate thereof bearing such

facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of

Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of

May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a

meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature

of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a

certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect

as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,

this 22nd, day of April 2021.

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Brian M. Hodges, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims

1299 Zurich Way

Schaumburg, IL 60196-1056

www.renortsclaims@zurichna.com

800-6264577

Court Facility Project Estimated Cost after Bids

23-Apr-21

Item

No. Construction Costs Total Cost

1 Total Base Bid Price (including Allowances) - New Atlantic \$35,587,000

2 Alternate No. 1 Renovation of Existing Courthouse \$3,830,000

3 Alternate No. 2 Façade Renovation of Existing Courthouse \$973,000

4 Alternate No. 3 Secure Parking Lot \$245,000

5 Alternate No. 4 Courtroom Furnishings on 4th Floor \$490,000

Total Construction Costs \$41,125,000

6 Demolition of Old Fire House \$32,000

7 Parking Lots Freds and Firehouse - Rebuild \$806,067

8 Dowd Road Connector \$400,000

9 Register of Deeds - Renovation of the Front \$50,000

10 A&E Fees (not included in paid out figures below) \$1,833,669

11 Third Party Engineering and Testing \$242,000

12 Contingency (5%) of Item # 1-9 \$2,120,653

Total Other Costs/Contingency \$5,484,389

13 FF&E \$2,500,000

Items Purchased/Encumbered - Fund 432 Court Project Ordinance to Date:

14 Construction/A&E Fees \$2,565,738

15 Site Acquisition Fees \$1,434,262

Subtotal Items Spent from Fund 432 Project Fund to Date \$4,000,000

Total Estimated Project Cost \$53,109,389

Agenda Item:

Meeting Date: May 4, 2021

MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Major Andy Conway

DATE: April 14, 2021

SUBJECT: Contract to replace radio system in the Detention Center

REQUEST:

We are requesting that the Board of Commissioners approve a contract with Mobile Communications America (MCA) to replace the failed radio system in the Detention Center.

BACKGROUND:

In mid-2020 we began to have problems with the current radio system inside of the Detention Center. Our current system maintenance provider, Longent, was called and made a recommendation to replace some parts and fix the system for a cost of \$14,387. We were told at that time that the system was old and rapidly declining, but the repair would buy some time. A few months later, another component of the radio system failed. The Head-In BDA ceased operating which now means the signal can no longer be amplified or repeated, and our personnel are having to self-repeat transmissions. This creates an immediate danger to our personnel if they are not able to successfully transmit information. The solution that has been presented now was to replace the system entirely because of its almost ten years old.

The original cost in 2011 for the ViPER radio system in the Detention Center was approximately \$270,000. Instead of relying on ViPER, which is the State's radio system, we came up with another alternative. Since there is no requirement or need for ViPER in the jail, we found it to be more cost effective to replace the failing system in the Detention Center with a "stand alone" radio system to serve the needs of the Detention Center only. We would not have to rely on anyone else outside of our building to service the system, and we would simplify the system by using our own repeaters and equipment.

FINANCIAL IMPACT:

The cost of the bid that was submitted by MCA was for \$124,869 to complete the entire project.

IMPLEMENTATION PLAN:

If approved, we would enter into a contract with MCA to design, install, commission and test a self supported 800MHz public safety radio system solely for the Detention Center.

RECOMMENDATION SUMMARY:

The Sheriff requests a motion for the Commissioner's to approve the contract with MCA to replace the radio communications system in the Detention Center and authorize the Chair to sign the same.

The Sheriff requests a separate motion to approve the budget amendment as attached.

ATTACHMENTS:

1. Copy of the bid document
2. Copy of the Budget Amendment

21-0153

STATE OF NORTH CAROLINA CONTRACT FOR PURCHASE/SERVICES

COUNTY OF MOORE

This Contract is entered into the 20th day of April, 2021, between the County of Moore, a political subdivision of the State of North Carolina (the "County"), and Mobile Communications America, Inc. (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 April 20, 2021 through August 31, 2021.

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 \$124,868.24 including taxes 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 no later than 30 days from receipt of the invoice.

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.

DocuSign Envelope ID: 5D63A311-DDFF-4365-9DD2-604132B28894

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

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

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, not to exceed commercial general liability limit) arising out of or resulting from the performance of this Contract or the negligent 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. Contractor will not indemnify to the extend caused by negligent acts of County. 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

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

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10. DIVESTMENT FROM COMPANIES BOYCOTTING ISRAEL ACT

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

11. NON-DISCRIMINATION IN EMPLOYMENT

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

12. GOVERNING LAW

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

13. TERMINATION OF AGREEMENT

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

This Contract may be terminated, for cause, by the non-breaching party notifying the breaching party of a substantial failure to perform in accordance with the provisions of this Contract and if the failure is not corrected within ten (10) days of the receipt of the written notification. Upon such termination, the parties will be entitled to such additional rights and remedies as permitted by law.

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

14. SUCCESSORS AND ASSIGNS

The 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.

15. 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.

16. NOTICES

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

DocuSign Envelope ID: 5D63A311-DDFF-4365-9DD2-604132B28894

COUNTY OF MOORE: MOORE COUNTY SHERIFF'S OFFICE
ATTN: RONNIE FIELDS
P.O. BOX 905
CARTHAGE, NC 28327

CONTRACTOR: MOBILE COMMUNICATIONS AMERICA, INC.
ATTN: LEGAL
100 DUNBAR STREET, SUITE 304
SPARTANBURG, SC 29306

17. AUDIT RIGHTS

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

18. COUNTY NOT RESPONSIBLE FOR EXPENSES

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

19. 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.

20. PRIORITY OF DOCUMENTS

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

21. SEVERABILITY

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

22. NON-WAIVER

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

waiver of any subsequent breach or default or a waiver of the provision itself.

23. ENTIRE AGREEMENT

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

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24. AMENDMENT

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

25. DRAFTED BY BOTH PARTIES

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

26. HEADINGS

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

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

COUNTY OF MOORE MOBILE COMMUNICATIONS AMERICA,
INC.

Francis R. Quis, Jr., Chairman Frank Vanderbilt
Board of Commissioners Chief Operations Officer

ATTEST

Laura M. Williams
Clerk to the Board

PREAUDIT CERTIFICATE

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

\s3\

Finance Officer

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ATTACHMENT 1

21-0153 Page 6 of 6

SCOPE OF SERVICES

The Contractor will provide all necessary supervision, labor, materials, and equipment required for the design, installation, commissioning, and testing for 800 MHz public safety radio distributed antenna system (DAS) for the Moore County Detention Center from Administration to the Rhyne Annex. The current VIPER 800 MHz radio systems in the Detention Center have failed.

The Moore County Sheriff's Office Detention Center in the Rick Rhyne Public Safety Center uses Bi-directional Amplifiers (BDAs) signal boosters to sustain two-way radio communications throughout the facility – including in stairwells, and other challenging areas. BDAs are amplifiers/repeaters available in a variety of gain and power options – they boost and distribute a VIPER Radio signal covering various frequencies. The VIPER tower in Carthage transmits multiple digital 800-megahertz (MHz) signals to an antenna on the roof and down to the (BDA) system. This allows Detention Officers to communicate with each other.

As the system operates now, there are multiple potential failure points. The VIPER Tower can go down, the antenna on the roof could be damaged, and the Head-In BDA could fail which is our current problem.

To solve the current problem, the Contractor agrees to provide a long-term solution to this problem, and by migrating away from the NC State VIPER system providing and installing a stand up digital 800MHz two-way radio system in the Moore County Detention Center, located at 104 W. Saunders Street through to the Rhyne Center Annex located at 302 S. McNeill Street in Carthage, North Carolina, by using the existing wiring and equipment to repeat two self-contained digital 800-megahertz signals.

This will be accomplished with two different radios wired into the Head-In BDA system. One radio will transmit, and one will receive. For example, a Detention Officer will talk on 800-400 and listen on 800-500. This will ensure the officer talking will not cancel out someone else attempting to talk.

Attachment 2 contains additional specifications for this project.

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Fiscal Year 2020/2021

Budget Line Item

Number

Budgeted

Amount Increase/ Revised

(Decrease) Budget

Revenue 10019056 32969 Transfer from Multi-Yr Grant 846,097 124,869 970,966

Expense 10019508 52602 Operating Equipment 61,035 124,869 185,904

Approved this _____ day of _____, 2021

Frank Quis

Moore County Board of Commissioners

Laura Williams

Clerk to the Board

110006

Sheriff/Detention Center - Funding remaining from CARES money

Agenda Item:

Meeting Date: 05/04/2021

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Laura M. Williams, Clerk

DATE: 4/28/2021

SUBJECT: Board of Commissioners Regular Meeting Schedule FY 2022

PRESENTER: Laura M. Williams

REQUEST:

Adopt a resolution establishing the Board's regular meeting schedule for Fiscal Year 2022.

BACKGROUND:

The regular meeting schedule for Fiscal Year 2022 (July 1, 2021 – June 30, 2022) is proposed to be the first Tuesday of each month at 10:30 a.m. and the third Tuesday of each month at 5:30 p.m., or sometimes at 9:30 a.m. or 4:30 p.m., respectively, when there is closed session business to be addressed at the beginning of the meeting (with open session still beginning at 10:30 a.m. or 5:30 p.m., respectively). Closed session may also be held at the end of the meeting or at another time during the meeting designated by the Chairman or by the Board. Exceptions to this schedule include the cancellation of the first meeting in July and the second meeting in December, and the scheduling of the first meeting in December on the first Monday rather than the first Tuesday. Additionally, the Board is authorized to conduct meetings remotely should it become necessary to do so. Following is the proposed schedule:

Moore County Board of Commissioners
FY 2022 Regular Meeting Schedule

All Regular Meetings are held on the second floor of the Historic Courthouse, One Courthouse Square, Carthage, NC, unless otherwise announced.

DAY DATE CLOSED SESSION

TIME (if needed)

OPEN SESSION

TIME

Tuesday July 20, 2021 4:30pm 5:30pm

Tuesday August 3, 2021 9:30am 10:30am

Tuesday August 17, 2021 4:30pm 5:30pm

Tuesday September 7, 2021 9:30am 10:30am

Tuesday September 21, 2021 4:30pm 5:30pm

Tuesday October 5, 2021 9:30am 10:30am

Tuesday October 19, 2021 4:30pm 5:30pm

Tuesday November 2, 2021 9:30am 10:30am

Tuesday November 16, 2021 4:30pm 5:30pm

Monday December 6, 2021 9:30am 10:30am
Tuesday January 4, 2022 9:30am 10:30am
Tuesday January 18, 2022 4:30pm 5:30pm
Tuesday February 1, 2022 9:30am 10:30am
Tuesday February 15, 2022 4:30pm 5:30pm
Tuesday March 1, 2022 9:30am 10:30am
Tuesday March 15, 2022 4:30pm 5:30pm
Tuesday April 5, 2022 9:30am 10:30am
Tuesday April 19, 2022 4:30pm 5:30pm
Tuesday May 3, 2022 9:30am 10:30am
Tuesday May 17, 2022 4:30pm 5:30pm
Tuesday June 7, 2022 9:30am 10:30am
Tuesday June 21, 2022 4:30pm 5:30pm

IMPLEMENTATION PLAN:

Upon adoption of the schedule, the Clerk will advertise it as required per NC General Statutes and the Board will meet accordingly.

RECOMMENDATION SUMMARY:

Make a motion to adopt a Resolution to Establish the Fiscal Year 2022 Regular Meeting Schedule for the Moore County Board of Commissioners.

SUPPORTING ATTACHMENTS:

Resolution
Schedule

A RESOLUTION TO ESTABLISH THE REGULAR MEETING SCHEDULE FOR THE
MOORE COUNTY BOARD OF COMMISSIONERS FOR FISCAL YEAR 2022

WHEREAS, per N.C.G.S. 153A-40, the Moore County Board of Commissioners shall hold a regular meeting at least once a month and may hold more frequent regular meetings; and

WHEREAS, a regular meeting will be held the first Tuesday of every month at 10:30 a.m. and the third Tuesday of every month at 5:30 p.m., except the first regular meeting in July and the second regular meeting in December will not be held, and the first regular meeting in December will be held on the first Monday instead of the first Tuesday; and

WHEREAS, when necessary, meetings will begin one hour earlier for closed sessions to be held at 9:30 a.m. on the first Tuesday or 4:30 p.m. on the third Tuesday, and closed sessions may also be held at the end of the regular meeting, or at another time designated by the Chair or approved by the Board; and

WHEREAS, all regular meetings will be held in the Commissioners Meeting Room on the second floor of the Historic Courthouse in Carthage, North Carolina. However, some meetings may need to be held remotely and if circumstances require a remote meeting, notice will be made to the public in ample time congruent with the law; and

NOW THEREFORE BE IT RESOLVED that the Moore County Board of Commissioners has hereby established the dates, times and place of its regular meetings for Fiscal Year 2022.

FURTHER BE IT RESOLVED that a copy of this resolution be posted on the Courthouse bulletin board and a summary of it be published.

This the 4th day of May 2021.

Francis R. Quis, Jr.

Chairman

Laura M. Williams

Clerk to the Board

BOARD OF COMMISSIONERS FY22 MEETING CYCLES

Meeting Date & Time Agenda Items Due to Clerk Pre-Agenda Meeting

Tuesday, July 20, 2021, 5:30pm Monday, July 12, 2021, 12:00pm Wednesday, July 14, 2021, 9:30am

Tuesday, August 3, 2021, 10:30am Monday, July 26, 2021, 12:00pm Wednesday, July 28, 2021, 9:30am

Tuesday, August 17, 2021, 5:30pm Monday, August 9, 2021, 12:00pm Wednesday, August 11, 2021, 9:30am

Tuesday, September 7, 2021, 10:30am Monday, August 30, 2021, 12:00pm Wednesday, September 1, 2021, 9:30am

Tuesday, September 21, 2021, 5:30pm Monday, September 13, 2021, 12:00pm Wednesday, September 15, 2021, 9:30am

Tuesday, October 5, 2021, 10:30am Monday, September 29, 2021, 12:00pm Wednesday, September 29, 2021, 9:30am

Tuesday, October 19, 2021, 5:30pm Monday, October 11, 2021, 12:00pm Wednesday, October 13, 2021, 9:30am

Tuesday, November 2, 2021, 10:30am Monday, October 25, 2021, 12:00pm Wednesday, October 27, 2021, 9:30am

Tuesday, November 16, 2021, 5:30pm Monday, November 8, 2021, 12:00pm Thursday, November 10, 2021, 9:30am

Monday, December 6, 2021, 10:30am Monday, November 29, 2021, 12:00pm Wednesday, December 1, 2021, 9:30am

Tuesday, January 4, 2022, 10:30am Tuesday, December 28, 2021, 10:00am Wednesday, December 29, 2021, 9:30am

Tuesday, January 18, 2022, 5:30pm Monday, January 10, 2022, 12:00pm Wednesday, January 12, 2022, 9:30am

Tuesday, February 1, 2022, 10:30am Monday, January 24, 2022, 12:00pm Wednesday, January 26, 2022, 9:30am

Tuesday, February 15, 2022, 5:30pm Monday, February 7, 2022, 12:00pm Wednesday, February 9, 2022, 9:30am

Tuesday, March 1, 2022, 10:30am Monday, February 21, 2022, 12:00pm Wednesday, February 23, 2022, 9:30am

Tuesday, March 15, 2022, 5:30pm Monday, March 7, 2022, 12:00pm Wednesday, March 9, 2022, 9:30am

Tuesday, April 5, 2022, 10:30am Monday, March 28, 2022, 12:00pm Wednesday, March 30, 2022, 9:30am

Tuesday, April 19, 2022, 5:30pm Monday, April 11, 2022, 12:00pm Wednesday, April 13, 2022, 9:30am

Tuesday, May 3, 2022, 10:30am Monday, April 25, 2022, 12:00pm Wednesday, April 27, 2022, 9:30am

Tuesday, May 17, 2022, 5:30pm Monday, May 9, 2022, 12:00pm Wednesday, May 11, 2022, 9:30am

Tuesday, June 7, 2022, 10:30am Tuesday, May 31, 2022, 10:00am Wednesday, June 1, 2022, 9:30am

Tuesday, June 21, 2022, 5:30pm Monday, June 13, 2022, 12:00pm Wednesday, June 15, 2022, 9:30am

AGENDA ITEMS WILL NOT BE ACCEPTED WITHOUT REQUIRED APPROVALS FROM LEGAL, FINANCE, AND/OR ADMINISTRATION.

PLEASE ALLOW AMPLE TIME FOR THESE APPROVAL PROCESSES AHEAD OF THE AGENDA ITEM DUE DATES.

WITH YOUR AGENDA ITEM SUBMISSION TO THE CLERK, PLEASE CONFIRM THAT ALL NECESSARY APPROVALS HAVE BEEN OBTAINED.

ITEMS SHOULD BE SUBMITTED VIA EMAIL AS ONE COMBINED PDF DOCUMENT WITH THE MEMO TO THE BOC AS THE FIRST PAGE.

Agenda Item:

Meeting Date: 05/04/2021

MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Laura M. Williams, Clerk

DATE: 04/27/2021

SUBJECT: Appointments / Whispering Pines Planning & Zoning Board ETJ Member

REQUEST:

Appoint ETJ member to the Whispering Pines Planning and Zoning Board.

BACKGROUND:

Request has been received from the Village of Whispering Pines for the Board to consider the reappointment of Chris Bishop, 3565 Niagara Carthage Rd., to a three-year term as the ETJ member to the Village's Planning and Zoning Board.

IMPLEMENTATION PLAN:

Clerk will make notification of appointment.

RECOMMENDATION SUMMARY:

Make a motion to reappoint Chris Bishop as the ETJ member of the Whispering Pines Planning and Zoning Board for a three-year term.