

MOORE COUNTY BOARD OF COMMISSIONERS

TUESDAY, JANUARY 5, 2021

REGULAR MEETING, 10:30 A.M.

CALL TO ORDER

INVOCATION – Rev. Jerry Dowdy, Bellview AME Zion Church

PLEDGE OF ALLEGIANCE – Laura Williams, Clerk to the Board

I. PUBLIC COMMENT PERIOD (procedures 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: December 1, 2020, Regular Meeting

B. Minutes: December 7, 2020, Special Meeting

C. Budget Amendments

D. Digital Learning Invoices for Moore County Schools

E. 2013 Water Sources Project Ordinance Revision 5

F. Tax Releases/Refunds – November 2020

G. Microsoft Enterprise Agreement – Amendment # 1

H. Revision to Public Use of Facilities and Grounds Policy

I. Resolution and Agreement for Donation of Adult Face Masks to Moore Free and Charitable Clinic

J. Resolution and Agreement for Donation of Adult and Child Face Masks to Academy of Moore Charter School

K. Resolution and Agreement for Donation of Temperature Kiosks and Adult and Child Face Masks to STARS Charter School

L. Resolution and Agreement for Donation of Temperature Kiosks and Adult and Child Face Masks to Moore Montessori

IV. RECOGNITIONS

A. Friend to Friend – Request for Adoption of Human Trafficking Prevention and

V. PRESENTATIONS

A. Triangle Trails Initiative – Request for Adoption of Resolution of Support (Chuck Flink, President/Owner, Greenways Incorporated & Sig Hutchinson, Wake County Commissioner)

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

VI. PUBLIC HEARINGS

A. Call to Public Hearing / Economic Development (Misty Leland, County Attorney)

B. Call to Public Hearing / Planning – Text Amendments to the Unified Development Ordinance: Certificate of Preliminary Major Subdivision Plat Approval (Debra Ensminger, Planning Director)

VII. QUASI-JUDICIAL HEARINGS

A. Call to Quasi-Judicial Hearing – Conditional Use Permit Request: Sawmill – 125 Walter Rd., Carthage (Debra Ensminger, Planning Director)

VIII. OLD BUSINESS

IX. NEW BUSINESS

A. Sheriff – Request for Approval to Apply for Governor's Crime Commission 2021 Block Grant for Purchase of Tasers (Chief Deputy Richard Maness)

B. Sheriff – Request for Reclassification of Detention Officer to Deputy (Major Andy Conway)

C. Public Works – Request for Approval of Construction Contract for Water Main Replacement at Columbine Rd and South St. (Randy Gould, Public Works Director)

D. Public Works – Request for Approval of Resolutions for System Development Fee Capital Reserve Fund for Public Utilities and Water Pollution Control Plant (Randy Gould, Public Works Director)

X. APPOINTMENTS

A. NCACC Legislative Goals Conference Voting Delegate and Alternate Voting Delegate

B. Airport Authority

C. Juvenile Crime Prevention Council

D. Sandhills Community College Board of Trustees

E. Sandhills Center Board of Directors

XI. ADDITIONAL AGENDA

XII. MANAGER'S REPORT

XIII. COMMISSIONERS' COMMENTS

ADJOURNMENT

COMMISSIONERS' UPCOMING MEETINGS/EVENTS:

Board of Education, Monday, January 11

Board of Health, Monday, January 11, 6:00pm (Gregory)

Airport Authority, Wednesday, January 13, 9:00am

Pre-Agenda, Wednesday, January 13, 9:30am (Ritter / Quis)

Martin Luther King, Jr. Holiday, County Offices Closed, Monday, January 18

Regular Meeting, Tuesday, January 19, 5:30pm

Library Board, Wednesday, January 20, 3:30pm (Daeke)

DSS Board, Monday, January 25, 5:30pm (Graham)

Pre-Agenda, Wednesday, January 27, 8:30am (Daeke / Quis)

Special Meeting (Work Session) at Ag Center, Wednesday, January 27, 9:00am

Regular Meeting, Tuesday, February 2, 10:30am

PUBLIC COMMENT PROCEDURES
MOORE COUNTY BOARD OF COMMISSIONERS

The Moore County Board of Commissioners is committed to allowing members of the public an opportunity to offer comments and suggestions for the efficient and effective administration of government. In addition to public hearings, a special time is set aside for the purpose of receiving such

comments and suggestions. All comments and suggestions addressed to the Board during the Public Comment Period shall be subject to the following procedures:

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

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

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

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

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

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

Revised on the 7th day of April 2015.

Revised on the 7th day of February 2017.

MOORE COUNTY BOARD OF COMMISSIONERS

TUESDAY, DECEMBER 1, 2020, 10:30 A.M.

REGULAR MEETING

The Moore County Board of Commissioners convened for a regular meeting at 10:30am, Tuesday, December 1, 2020, in the Commissioners Meeting Room of the Historic Courthouse, Carthage, North Carolina.

Commissioners Present:

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

Chairman Quis called the meeting to order. County Manager Wayne Vest offered the invocation and County Attorney Misty Leland led the Pledge of Allegiance.

The Board's organizational business was originally planned for this day, but Chairman Quis announced that it needed to be changed due to scheduling matters. Upon motion made by Chairman Quis, seconded by Commissioner Graham, the Board voted 5-0 to remove from the agenda the organizational items of business, including the oaths of office, appointment of the Chair and Vice Chair, and public official bonds, and to address these items in a special meeting at 5:30pm on Monday, December 7, 2020.

PUBLIC COMMENT PERIOD

On behalf of Moore County Schools, Mr. Tim Locklair expressed appreciation for the Board's consideration of an item on its agenda this day to donate temperature kiosks and masks to the Schools.

ADDITIONAL AGENDA

Upon motion made by Commissioner Gregory, seconded by Commissioner Graham, the Board voted 5-0 to add to the agenda an item regarding award of a contract for the purchase of masks by the Health Department.

CONSENT AGENDA

Upon motion made by Commissioner Gregory, seconded by Commissioner Ritter, the Board voted 5-0 to remove the public official bonds from the consent agenda. Upon motion made by Commissioner Graham, seconded by Commissioner Ritter, the Board voted 5-0 to approve the following consent agenda items:

Minutes: November 17, 2020 Regular Meeting and Closed Session

Budget Amendments

Cell 6 Landfill Expansion Capital Project Ordinance Revision 4

Digital Learning Invoices for Moore County Schools
Duke Energy Easement – Moore County Sports Complex

The budget amendments and landfill project ordinance are hereby incorporated as a part of these minutes by attachment as Appendices A and B, respectively.

PRESENTATIONS

Health – COVID-19 Update

Health Director Robert Wittmann and Deputy Director Matt Garner were present to provide an update regarding COVID-19. Mr. Wittmann discussed extensively the status of a vaccine and plans for distribution and priority recipients. Questions and discussion by Board members followed regarding allocation, notification to the public, frequency of need, etc. Mr. Wittmann also noted how beneficial the involvement of the private sector was and the excellent job done by the federal administration. Mr. Wittmann estimated the vaccine may be widely available to the public by sometime in the spring.

Mr. Garner provided an update regarding the status of the virus in Moore County.

Following the presentation, Commissioner Gregory inquired regarding a grant for items to be addressed later in the meeting and Mr. Wittmann explained the process as well as the need for the masks that would be purchased with the grant and donated to Moore County Schools.

Finance – Quarterly Fiscal Report for Sandhills Center

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

NEW BUSINESS

Airport – Request for Approval of Tango Sierra, LLC Lease Agreement Amendment

Mr. Scott Malta, Executive Director for the Moore County Airport, introduced himself to the Board and provided his background. He then presented information regarding a request for the Board to approve an amendment to a lease agreement. The commissioners offered welcoming comments to Mr. Malta.

Commissioner Graham inquired as to whether the County Attorney had reviewed items the amendment would allow the Airport to amend further in the future without Board approval. County Attorney Misty Leland indicated she had approved the amendment and it was the Board's decision if it wanted to allow it. Upon motion made by Commissioner Graham, seconded by Commissioner Daeke, the Board voted 5-0 to approve the hangar lease agreement, amendment 1 between the Moore County Airport Authority and Tango Sierra, LLC.

Health – Request for Adoption of Resolution and Approval of Agreement for Donation of Temperature Kiosks and Masks to Moore County School

Health Director Robert Wittmann requested the Board's approval of a resolution and agreement for the donation of temperature kiosks and masks to Moore County Schools. Upon motion made by Commissioner Graham, seconded by Commissioner Ritter, the Board voted 5-0 to adopt a resolution and agreement approving the donation to Moore County Schools of nine temperature kiosks and 75,000 reusable cloth masks. The resolution

is hereby incorporated as a part of these minutes by attachment as Appendix C.

Health – Request for Adoption of Resolution and Approval of Agreement for Donation of Temperature Kiosk to Moore Free Care Clinic

Health Director Robert Wittmann requested the Board's approval of a resolution and agreement for the donation of a temperature kiosk to Moore Free Care Clinic. Upon motion made by Commissioner Graham, seconded by Commissioner Daeke, the Board voted 5-0 to adopt a resolution and agreement approving the donation of one temperature kiosk to Moore Free and Charitable Clinic, Inc. The resolution is hereby incorporated as a part of these minutes by attachment as Appendix D.

Solid Waste – Request for Approval of Cell 6 Construction Contract

Solid Waste Director David Lambert requested approval of a contract for construction services for the Cell 6 Expansion Project. Upon motion made by Commissioner Ritter, seconded by Commissioner Graham, the Board voted 5-0 to approve the contract amendment with Anson Contractors, Inc. for construction services for the Cell 6 Landfill Expansion Project and authorize the Chairman to sign all necessary documents upon legal and finance approval.

Public Works – Request for Approval of Letter of Intent for Pinewild Utilities Ownership Transition

Public Works Director Randy Gould provided information regarding acceptance of ownership of Pinewild's water and wastewater utilities. A letter of intent was planned to be requested of the Board, but information was not finalized by Pinewild so Mr. Gould provided background information in preparation for an agreement to come before the Board at a future meeting. There was discussion regarding the adequacy of water lines as well as the location of a needed elevated tank and how cost would be covered. County Manager Wayne Vest noted that this had been an ongoing issue for many years and extensive legal work had gone into it with the County and Pinewild nearly reaching agreement on at least two occasions before. Staff noted that deeds of dedication now required by the County would hopefully prevent such issues going forward. Chairman Quis thanked staff for their work.

Sheriff – Request for Approval of Tek84 Sole Source Contract for Body Scanning Device

Major Andy Conway provided information on a body scanning device requested by the Sheriff's Office and noted the benefits to both staff and inmates. Discussion and questions by the Board followed. Upon motion made by Commissioner Ritter, seconded by Commissioner Gregory, the Board voted 5-0 to approve Tek84 as the sole source vendor for this system. Upon motion made by Commissioner Ritter, seconded by Commissioner Graham, the Board voted 5-0 to approve the contract with Tek84 and authorize the Chairman to sign the same. The sole source approval is hereby incorporated as a part of these minutes by attachment as Appendix E.

Health – Request for Authorization for Manager to Award Contract for Masks Purchase

Health Director Robert Wittmann requested the Board's authorization for the County Manager to award the contract for the purchase of masks to be donated to Moore County Schools. (The masks would be purchased with grant funding.) Upon motion made by Commissioner Graham, seconded by Commissioner Ritter, the Board voted 5-0 to approve the County Manager to award the contract for cloth face masks in accordance with

COMMISSIONERS' COMMENTS

Commissioner Graham wished for everyone a merry Christmas.

ADJOURNMENT

There being no further business, Chairman Quis adjourned the December 1, 2020, regular meeting of the Moore County Board of Commissioners at 12:09pm.

Francis R. Quis, Jr., Chairman

Laura M. Williams, Clerk to the Board

MOORE COUNTY BOARD OF COMMISSIONERS

MONDAY, DECEMBER 7, 2020, 5:30 P.M.

SPECIAL / ORGANIZATIONAL MEETING

The Moore County Board of Commissioners convened for a Special Meeting at 5:30pm, Monday, December 7, 2020, in the Commissioners Meeting Room of the Historic Courthouse, Carthage, North Carolina.

Commissioners Present:

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

Ms. Laura Williams, Clerk to the Board, called the meeting to order. Reverend John Hage of Brownson Memorial Presbyterian Church offered the invocation and Register of Deeds Judy Martin led the Pledge of Allegiance.

OATHS OF OFFICE

Oaths of office were administered to commissioners-elect Louis Gregory (District II) and Frank Quis (District IV) by Senior Resident Superior Court Judge James Webb.

APPOINTMENT OF CHAIRMAN

Upon motion made by Commissioner Graham, seconded by Commissioner Ritter, the Board voted 5-0 to appoint Commissioner Quis as Chairman for the ensuing year.

APPOINTMENT OF VICE CHAIRMAN

Upon motion made by Commissioner Ritter, seconded by Commissioner Graham, the Board voted 5-0 to appoint Commissioner Gregory as Vice Chairman for the ensuing year.

EXAMINATION AND APPROVAL OF PUBLIC OFFICIAL BONDS

Upon motion made by Commissioner Gregory, seconded by Commissioner Graham, the Board voted 5-0 to examine the bonds authorizing the official bonds for Chief Financial Officer in the amount of \$250,000, Register of Deeds in the amount of \$50,000, Sheriff in the amount of \$25,000, Tax Administrator and Deputy Tax Administrator in the amount of \$250,000 each, as recommended by The Ohio Casualty Insurance Company and Western Surety Company, and approve the resolution, and authorize the Chairman to execute the same. The resolution is hereby incorporated as a part of these minutes by attachment as Appendix A.

ADJOURNMENT

Each of the commissioners offered comments of appreciation for the support received receive from others, including family, staff, and citizens, and each other, and highlighted accomplishments over the last four years.

There being no further business, Chairman Quis adjourned the December 7, 2020, special meeting of the Moore County Board of Commissioners at 5:59pm.

Francis R. Quis, Jr., Chairman

Laura M. Williams, Clerk to the Board

Agenda Item:

Meeting Date: 1/5/2021

MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Chris Butts, IT Director

DATE: December 23, 2020

SUBJECT: Microsoft Enterprise Agreement – Amendment #1

PRESENTER: Chris Butts

REQUEST:

Approve Microsoft Enterprise Agreement (EA) Amendment #1.

BACKGROUND:

Moore County has maintained a Microsoft EA for several years because this is the most cost-effective way to purchase and maintain Microsoft licensing. Licensing on this EA includes user access to servers, email, and Office 365 (Word, Excel, Powerpoint, Outlook). This amendment adds on additional O365 licenses and upgrades the license level of current licenses to finish the O365 migration project for the county.

FINANCIAL IMPACT:

The current Microsoft Select and Microsoft EA is \$137,232.86 per year for a term of 3 years. We are currently in the middle of the second-year term so these licenses have been prorated for year 2 of the contract and we will pay the full amount on year 3. Below is the additional cost breakdown of the of this amendment:

FY20-21 (year 2): \$11,574.82 Total Microsoft Cost: \$148,807.68

FY21-22 (year 3): \$15,432.96 Total Microsoft Cost: \$152,665.82

The additional cost will come from the IT Budget.

IMPLEMENTATION PLAN:

This amendment will add the following additional and upgraded licenses to the Microsoft EA:

Additional O365 G3 license: 42

Upgraded O365 G1 to G3 license: 40

The upgraded licenses are needed after finding out that G1 licenses were not adequate as originally thought by the Sheriff's Office deputies and jail staff. The additional licenses were needed to account for county resource staff and volunteers that were not initially counted in the original contract. The IT

Department will continue O365 deployment to the rest of the county staff once these licenses are obtained.

RECOMMENDATION SUMMARY:

Recommend the Board to make a motion authorizing the Chairman to execute the Microsoft Enterprise Agreement Amendment 1.

ATTACHMENTS:

Microsoft HIPAA Business Associate Agreement

Program Signature Form

Alternative Acceptance Form

Enterprise Enrollment Product Selection Form

Enterprise Enrollment

SHI Microsoft Select Original Quote

SHI Microsoft EA Original Quote

SHI Quote Additional Licenses – Year 2

SHI Quote Additional Licenses – Year 3

Contract Amendment #1

Pricing Proposal

Quotation #: 19675946

Created On: 11/10/2020

Valid Until: 11/30/2020

County of Moore Inside Account

Executive

Chris Butts

28327

United States

Phone: (910) 947-6306 Ext.7100

Fax:

Email:cbutts@moorecountync.gov

Mike Zimmerman

290 Davidson Avenue

Somerset, NJ 08873

Phone: 732-507-1545

Fax:732-254-8224

Email:Mike_Zimmerman@SHI.com

All Prices are in US Dollar (USD)

Product Qty Your Price Total

1 Microsoft Office 365 (Plan G3) - Subscription license (1 month) - 1 user - hosted -
GOV - EA Subscription, Government Community Cloud - All Languages

Microsoft - Part#: AAA-11894

Contract Name: Microsoft Software - Enterprise Agreement

Contract #: 208C

Coverage Term: 12/1/2020 – 8/31/2021

42 \$162.16 \$6,810.72

2 Microsoft Core CAL Bridge for Office 365 - Subscription license (1 month) - 1 user
CAL - EA Subscription - All Languages

Microsoft - Part#: AAA-12414

Contract Name: Microsoft Software - Enterprise Agreement

Contract #: 208C

Coverage Term: 12/1/2020 – 8/31/2021

42 \$14.45 \$606.90

3 Microsoft Office 365 (Plan E3) - Step-up license - 1 user - upgrade from Microsoft
Office 365 (Plan E1) - hosted - GOV - EA Subscription, Government Community
Cloud - All Languages

Microsoft - Part#: AAA-11919

Contract Name: Microsoft Software - Enterprise Agreement

Contract #: 208C

Coverage Term: 12/1/2020 – 8/31/2021

40 \$103.93 \$4,157.20

Subtotal \$11,574.82

*Tax \$810.24

Total \$12,385.06

*Tax is estimated. Invoice will include the full and final tax due.

Additional Comments

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed

above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract

Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts,

please contact an SHI Inside Sales Representative at (888) 744-4084.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.

TAX ID# 22-3009648 DUNS# 61-1429481 CCR# 61-243957G CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

Pricing Proposal

Quotation #: 19690482

Created On: 11/12/2020

Valid Until: 11/30/2020

County of Moore Inside Account

Executive

Chris Butts

28327

United States

Phone: (910) 947-6306 Ext.7100

Fax:

Email:cbutts@moorecountync.gov

Mike Zimmerman

290 Davidson Avenue

Somerset, NJ 08873

Phone: 732-507-1545

Fax:732-254-8224

Email:Mike_Zimmerman@SHI.com

All Prices are in US Dollar (USD)

Product Qty Your Price Total

1 Microsoft Office 365 (Plan G3) - Subscription license (1 month) - 1 user - hosted -
GOV - EA Subscription, Government Community Cloud - All Languages

Microsoft - Part#: AAA-11894

Contract Name: Microsoft Software - Enterprise Agreement

Contract #: 208C

Coverage Term: 9/1/2021 – 8/31/2022

42 \$216.22 \$9,081.24

2 Microsoft Core CAL Bridge for Office 365 - Subscription license (1 month) - 1 user
CAL - EA Subscription - All Languages

Microsoft - Part#: AAA-12414

Contract Name: Microsoft Software - Enterprise Agreement

Contract #: 208C

Coverage Term: 9/1/2021 – 8/31/2022

42 \$19.26 \$808.92

3 Microsoft Office 365 (Plan E3) - Step-up license - 1 user - upgrade from Microsoft
Office 365 (Plan E1) - hosted - GOV - EA Subscription, Government Community
Cloud - All Languages

Microsoft - Part#: AAA-11919

Contract Name: Microsoft Software - Enterprise Agreement

Contract #: 208C

Coverage Term: 9/1/2021 – 8/31/2022

40 \$138.57 \$5,542.80

Subtotal \$15,432.96

*Tax \$1,080.31

Total \$16,513.27

*Tax is estimated. Invoice will include the full and final tax due.

Additional Comments

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed

above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract

Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts,

please contact an SHI Inside Sales Representative at (888) 744-4084.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.

TAX ID# 22-3009648 DUNS# 61-1429481 CCR# 61-243957G CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

FN 19-0376b

STATE OF NORTH CAROLINA CONTRACT AMENDMENT NO. 1

COUNTY OF MOORE

This Contract Amendment No. 1 (this "Amendment"), is made 10th day of December, 2020, between the County of Moore (the "County") and SHI International Corp. (the "Contractor").

WITNESSETH WHEREAS, the County and Contractor previously entered into an agreement on August 20, 2019 for Microsoft volume licensing (the "Original Agreement"); and WHEREAS, due to the need for license upgrades, the County and Contractor now desire to amend the Original Agreement to incorporate additional terms and increase the amount not to exceed per Contract Quote #19675946 and Contract Quote #19690482, quotes are hereby incorporated by reference and

attached hereto as Attachments 1 and 2. NOW, THEREFORE, for and in consideration of the mutual covenants and agreements made herein, the

parties agree as follows: 1. Quote #19675946 and Quote #19690482 are hereby incorporated by reference to the Original

Agreement and this Amendment. The terms of each Quote amends the Original Agreement; and 2. Contract Quote #19675946 increases the amount to exceed of the Original Agreement (for license upgrades as specified in the Quote) by \$11,574.82 from December 1, 2020 through August 31, 2021; and Contract Quote #19690482 increases the amount to exceed of the Original Agreement (for license upgrades as specified in the Quote) by \$15,432.96 from September 1, 2021 through

August 31, 2022. 3. Except as provided for by this Amendment, the Original Agreement will remain in full force and effect. The parties have expressed their agreement to these terms by causing this Contract Amendment No. 1 to be executed by their duly authorized officers or agents as of the date first written above.

COUNTY OF MOORE SHI INTERNATIONAL CORP.

J. Wayne Vest

County Manager

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

Cassie Skelton Senior Manager Contracts

Agenda Item:

Meeting Date: January 5, 2021

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Misty Randall Leland, County Attorney

DATE: 12/2/20

SUBJECT: Moore County Public Use of Facilities and Grounds – Policy Revision

PRESENTER: Misty Randall Leland, County Attorney

REQUEST:

Adopt updated Moore County Public Use of Facilities and Grounds Policy

BACKGROUND:

The Moore County Public Use of Facilities and Grounds was last revised August 20, 2019 and requires an update.

IMPLEMENTATION PLAN:

The Policy will be effective upon adoption.

FINANCIAL IMPACT STATEMENT:

None

RECOMMENDATION SUMMARY:

Make a motion to adopt the updated Moore County Public Use of County Facilities and Grounds Policy and authorize the Chairman to sign the same.

SUPPORTING ATTACHMENTS:

Updated Policy

Moore County Policy: Public Use of County Facilities and Grounds Policy

Date of Adoption: August 20,

2019January 5, 2021

Date of Last Revision: May 15,

2006August 20, 2019

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1.0 General Policy Statement

This Policy on the Use of County Facilities is to govern the use of facilities owned or operated by the County of Moore. This Policy aims to set out clear procedures, regulations and fees regarding such uses and supersedes all other County and Department policies regarding the use of County Facilities and Grounds.

The County Manager or designee is authorized to approve applications, and the County Manager or designee has the right to waive any subsection of this Policy when doing so would more effectively serve the public's interest, except where prohibited by law.

In making County Facilities available for use by individuals or groups under this Policy, the County assumes no obligation or responsibility for the activities of the individuals or group, nor does the County make any direct or indirect endorsement of the activity.

All Buildings, Grounds and Parks owned by Moore County are covered by this Policy. The County Manager or his/her designee may limit certain Facilities' availability to use.

For security reasons, the Justice Center, Emergency Operations Center and the 911 Center meeting rooms will not generally be made available for public use. The Board of Elections Training Facility must have prior approval from the Elections Department.

County government functions shall, in all cases, take precedence over all other activities at any county facility.

2.0 Definitions

For the purposes of this Policy, the following definitions shall apply to terms used herein:

2.1 Affiliated Group. A group consisting primarily of Moore County residents with a public purpose and that meets one or more of the following criteria:

More than fifty percent (50%) of the group's operating funds come from the County; or

At least fifty percent (50%) of the group's governing board is appointed by the County; or

At least fifty percent (50%) of the group's membership is appointed by the County.

2.2 Building. Enclosed climate controlled structure that may be divided into areas for various uses.

2.3 County Department. An operational unit within County government for which the primary source of funding is from the County and that is supervised by the County Manager, an elected County official, the Health Board or the Social Services Board, or a group recognized by the County

whose sole purpose is to provide support and/or resources to a County Department.

2.4 Facilities. One or any combination of County Buildings, Grounds, or Parks as each is defined herein.

2.5 Grounds. Areas outside County Buildings, including lawns and lakes owned by the County.

2.6 Non-affiliated Group. Any public purpose group not meeting the definition of Affiliated Group.

Moore County Policy: Public Use of County Facilities and Grounds Policy

Date of Adoption: August 20,
2019January 5, 2021

Date of Last Revision: May 15,
2006August 20, 2019

2

2.7 Parks. Picnic shelters, playing fields, basketball courts and any other amenities as identified in Section 9.0 "County Buildings, Grounds and Parks Covered by Policy".

2.8 Public Purpose Activity. An activity, in which the action or direction concerns, affects or is of benefit to the Moore County community.

2.9 Small Group. Volunteer groups, non-profit organizations or associations of twenty (20) or less people, the majority of whom are either residents or people who work in Moore County. A small group does not include a for-profit commercial or business group.

2.10 User. An individual, group, or organization using County Facilities.

3.0 Permitted Uses

Except where noted in this Section, County Facilities are limited to Public Purpose Activities.

3.1 Use Other than Public Purpose Activity. Where the use of the Facility is for other than a Public Purpose Activity, the total cost of the reservation is established in the established and adopted Property Management Fee Schedule.

3.2 Commercial or Business Use Prohibited. For-profit commercial or business activities are specifically prohibited, except as may be authorized by the County Manager, Assistant County Manager or his/her designee.

3.3 Political Parties. As provided in N.C.G.S. 163-99, and defined in N.C.G.S. 163-96, political parties may use County buildings and the grounds surrounding those buildings without charge, except for custodial and utility fees, for the express purpose of annual or biennial precinct meetings and county and district conventions, so long as the event does not conflict with the operation of the building. Meetings held pursuant to N.C.G.S. 163-99 are not allowed in the Historic Courthouse.

3.4 Facility Uses

- Facilities may be used by County Departments, affiliates, and non-affiliates for public purposes.
- Facilities may be used by County Departments, affiliates and non-affiliates for social and recreational uses meeting the public purpose definition.
- Facilities may be used for social/recreational purposes by private parties for events not meeting the public purpose definition, including uses for religious functions.

3.5. Priority Categories

- County sponsored programs and activities
- Moore County Schools
- Affiliated Groups
- Municipalities located in Moore County and federal and state sponsored programs and activities
- Non-affiliated Groups
- All Others

Moore County Policy: Public Use of County Facilities and Grounds Policy

Date of Adoption: August 20,

2019January 5, 2021

Date of Last Revision: May 15,

2006August 20, 2019

Moore County Policy: Public Use of County Facilities and Grounds Policy

Date of Adoption: August 20,
2019January 5, 2021

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4.0 Rules Governing Use of all Facilities and Grounds

4.1 Request for Use. A request for the use of a county facility must be made by a resident of the county who is at least 18 years of age, and all youth groups whose members are under the age of 18 must have a sponsoring adult. Reference: Appendix A is the Request Form for all use other than the Historic Courthouse Grounds (Appendix D) or 102 Monroe St. Courthouse Grounds (Appendix E), Appendix B is the Statement of Disclaimer (required of ALL applicants), Appendix C is the Cleaning Checklist and Appendix F is the Annually Approved Fee Schedule for Property Management. The Fee Schedule is updated and approved July 1 of each fiscal year. All fees must be paid in full 10 days prior to the event date.

4.2 Notice and fees. The county reserves the right to refuse the use of a facility if 30 days' prior notice is not given. Fees for the use of one or more facilities may only be waived by action of the Board of Commissioners. The annual approved fee schedule of the Division of Property Management shall be the approved fee schedule.

4.3 Liability for damages. The applicant is responsible for any and all damages to any facility or grounds, including costs for cleanup. The applicant shall assume full liability for all accidents or claims of accidents as a result of activities taking place associated with the use, and shall agree to hold the County harmless and indemnify the County for any injury or damage to persons or to property. This shall include the times the area is being readied for the use and for all follow-up activity related to the use. Any damage or accident must immediately be reported to the facility coordinator, or as soon thereafter that the office is open for business.

4.4 Loud and disruptive behavior. Loud and disruptive behavior, fighting and other assaultive behavior is prohibited.

4.5 Food and drink. No eating or drinking will be allowed except where provisions are made for such activities in advance, and the provisions must comply with regulations of the State Department of Human Resources, Division of Public Health and Human Services. No open or pit fires nor candles will be allowed under any circumstances. In addition, no portable cooking devices fueled by charcoal, natural gas, or other fuel or powered by any means may be used, which includes grills, cookers, barbecue spits, etc.

4.6. Hours. County buildings will not remain open after regular hours except when prior approval is given.

4.7 Prohibited activities. No tobacco use including smoking, chewing, etc., alcoholic beverages, illegal

drugs, and illegal gambling or contraband will be permitted. Federal and state firearms laws must be obeyed. Carrying of weapons; concealed or otherwise is prohibited by N.C.G.S 14-269, 14-269.4 and 14-377.2. Contraband may be any item that is prohibited by North Carolina General Statutes. All uses must be in compliance with local, state and federal laws.

4.8 Parking. Parking will be permitted only in areas designated for such. Parking will not be permitted on grassed and landscaped areas.

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4.9 Animals. Animals of any kind are not allowed in any facility; except for service animals in the performance of their duties or those associated with a County sponsored program.

4.10 Trash Disposal and Damages. Provisions must be made for proper disposal of trash and debris. A charge will be imposed if any damage to county property, including structures, shrubbery, or other plantings, occurs as a result of the public use and county personnel are required to remove litter and trash.

Users are responsible for any breakage, loss or damage except for normal wear and tear of facilities including, but not limited to: furnishings and equipment, walls, doors, marker boards or other meeting room amenities and picnic tables, grills, basketball goals or other park amenities. Users shall bear the full replacement cost for such breakage, loss or damage.

4.11 Signs. Sign, decorations, or other attachments may not be hung on any building or permanent structure on the property. Signs, decorations or other attachments will not be nailed to any tree, shrub, or otherwise placed on county property without approval of the County Manager or designee. Free standing signs, flags, emblems, banners, or similar items may be placed one (1) hour prior to the start of the event and must be removed immediately after the event. A copy of a sign, flag, emblem, banner, or similar item must be submitted to the County and approved prior to the event. Advertisement for private purposes in the form of flyers, posters, signs, placards, stickers, etc. are prohibited, except as approved in writing by the County Manager or his/her designee.

4.12 Traffic and crowd control. Ingress and egress to the grounds may not restrict the orderly flow of traffic or adjacent roads and arteries; and traffic must comply with all local, state and federal laws. The applicant is responsible for registering the function with the applicable local law enforcement authority as well as determining the need for any crowd control and security enforcement that may be necessary. The County will not provide personnel.

4.13 County not a sponsor. A Non-Affiliated Group will not make any kind of representation that the County supports the group, its ideas, policies, or activities. If any such representation is made, the County reserves the right to immediately terminate the event, charge all fees owed to the County, and deny future use of County property.

4.14 Indemnification. The sponsoring group must agree to hold the county harmless and indemnify for any injury or damage to persons or to property while at such activities.

4.15 Additional restrictions. The sponsoring group will comply with any further or additional

restrictions the county chooses to place on the use of the grounds or facility.

4.16 Permission may be revoked. The County Manager, Assistant Manager, Clerk to the Board, County Attorney or Department Director in charge of the facility may revoke permission at any time.

4.18 Open and Free Functions; Compliance with Americans with Disabilities Act.

All functions must be open and free to the general public and must be so advertised. All advertisements of functions on county property must have a notice to all persons with disabilities

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regarding whom to contact if a reasonable accommodation is required. The county is in compliance with the Americans with Disabilities Act and requires all individuals who use its grounds or buildings to be in compliance with the “reasonable accommodation” requirements of the act.

4.19 No entrance fees. No charging of fees for entry into any County Facility.

4.20 Solicitation prohibited. Solicitation in any form at county facilities and grounds is prohibited.

4.21 Programs and Activities. Programs and activities may not begin prior to 8:00 a.m. and must conclude by 5:00 p.m. unless written permission is granted by the County Manager or his/her designee. Overnight camping is not allowed unless written advance permission is given.

4.22 Facility Clean-Up. Users, including County departments, are responsible for all Facility clean-up, which includes but is not limited to: collection and removal of trash and recyclables during and at the conclusion of the event and placement of such trash and recyclables in an area designated for pick-up. Only trash generated as part of the scheduled event may be deposited in County trash receptacles; all other use of receptacles is prohibited. A cleanup fee will be assessed and taken out of a group's deposit as provided on Appendix C Cleaning Checklist for users that do not adequately clean up after themselves.

4.23 Facility Operation Procedures. The County Manager or his/her designee may establish procedures in addition to those outlined in this Policy regarding the use of County Facilities.

5.0 Meeting Rooms and Grounds

5.1 Meeting Rooms. Available meeting rooms include but are not limited to: Historic Courthouse, Davis Community Center, Picnic Shelter, Parks and Recreation Multi-Purpose Room, Agriculture Center and other county facilities including the Library. For the Library these rooms can be reserved for educational, civic, cultural and governmental groups when no admission charge is made. Exceptions may be made for meetings sponsored by the library or an approved non-profit educational group or institution for short-term classes, institutes, discussion groups and forums involving small fees.

The County Manager or his/her designee may permit the use of the Historic Courthouse and government center meeting rooms for public meetings. The Department Directors or his/her designee may permit the use of auditoriums or other rooms intended for public use located in their respective facilities for public use. The Board of Elections Training Room can be reserved with prior

approval being received from the Elections Department Director.

5.2 Reservations for Regular Meeting Places. Reservations for regular meeting places will not be accepted for a series of meetings which would designate any county meeting room as the regular meeting place for any organization, except for those groups directly or indirectly receiving sponsorship of the respective facility or organizations that have prior approval from the County Manager.

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5.3 Grounds. Fishing, swimming, horseback riding, boating, starting fires, using metal detectors or hitting golf balls is prohibited on county grounds. Hunting, trapping or abusing animals in any manner is prohibited. Skateboarding is prohibited. Use of motorized vehicles, except on designated roadways and parking areas is prohibited.

6.0 Special Requirements

6.1 Kitchen Use. Kitchens, where available, are to be used for the purposes of food warming and serving only. Preparation and cooking of meals is prohibited unless special permission is granted in writing at the time reservations are made. Users, including County departments, are responsible and accountable for kitchen areas, if used. Users will be billed for cleanup that they do not adequately complete themselves.

6.2 Equipment Use. Unless otherwise arranged with the County, each User shall be responsible for providing any equipment necessary for the planned activity; including, but not limited to audio/visual and other technology. If County equipment is available for use; qualified County staff must be present to operate the equipment. There will be a fee for use of the equipment and staff to operate the equipment.

6.3 Room Furnishings. Users reserving meeting rooms in County Buildings shall be responsible for arranging tables and chairs for their use and for returning the set up to the "standard room set up" as posted in each meeting room. If a meeting room does not have a "standard room set up" posted, Users shall be expected to leave tables and chairs in the same set up as they were upon arrival. Only tables and chairs assigned to each meeting room are available for use, unless otherwise arranged with the County. Tables and chairs are not allowed to be used outside.

6.4 Noise Levels. Groups must strictly observe any noise ordinance in effect at the event location. The County Manager or his/her designee may exempt from the provisions of this Section a person performing in a Park or on recreational premises at an authorized event.

6.5 Parking. Users shall park in designated areas assigned to the specific Facility being used. Users are responsible for complying with any onsite parking regulations. Parking restrictions at event sites are strictly enforced.

6.6 Ground Use. Anchoring tents, canopies or other allowed structures must be accompanied with sandbags or in another non-invasive manner unless other methods are approved by the County Manager or his/her designee. This includes temporary structures that may be erected in parking lots

as part of an approved event. Marked protection areas for geothermal fields and athletic fields must be observed. Permits may be immediately revoked for any violation of this requirement.

6.7 Political Signage. No political campaign signs promoting candidates running for office are to be posted on County property unless such signs are posted in conjunction with an activity permitted in Section 3.3, except when a County Facility is designated as an election polling site, then signs may be posted within twenty-four (24) hours of an election as long as they are no closer than fifty (50) feet from the main entrance of the County Facility designated as an election polling site. The one-

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Stop/Absentee Voting sites will allow for election signs during the prescribed time only. No election signs shall be allowed inside County buildings.

7.0 Fees and Deposits

The Board of County Commissioners, as part of the annual budget process, shall adopt a Fee Schedule for the use of County Facilities. This fee schedule will be listed with the Property Management Department and updated annually effective July 1 of each fiscal year.

7.1 Payment of Fees. Fees must be paid in full at least ten (10) days in advance of an event. If any checks are returned the event shall be cancelled unless the user pays the fee in cash or money order plus any returned check fees prior to the date of the event. Reservations made with less than ten (10) days' advance notice must be paid in cash or money order.

7.2 Deposits. Deposits are required as listed on the Fee Schedule and included at Appendix F. Deposits are payable when the reservation is made but no later than 10 days prior to the event and will be refunded within thirty (30) days after the event. Deposits shall be fully refundable, minus any fees or damage replacement costs as provided in this Policy.

7.3 Fees for Small Groups. Fees may be waived by the County Manager or his/her designee; for small groups, as defined in this policy, who utilize conference or classroom facilities to hold meetings during the facilities' normal business hours.

7.4 Fees for Additional Personnel. Depending on the activity type and time of use, Users may be responsible for hiring and paying off-duty law enforcement officers, emergency service personnel, or on-site personnel required as a condition of scheduling the event.

8.0 Reservation and Cancellation Procedures

8.1 Application and Approval. A completed "Application for Facilities Use Request and Approval Form" is required for all reservations. The County Manager or designee is authorized to approve applications, and the County Manager has the right to waive any subsection of this section when doing so would more effectively serve the public's interest, except where prohibited by law. A "Notice of Reservation Approval/Disapproval" will be provided to the applicant within three (3) business days following receipt of a completed Application. An approved Application will serve as proof of reservation and must be available during the meeting/event should questions about the reservation arise.

8.2 Reservations will be accepted no earlier than ninety (90) days and not later than fourteen (14) days prior to the requested date of use for all non-County department use, except with the written authorization of the County Manager, Assistant County Manager or his/her designee.

8.3 Parents or legal guardians must reserve the Facility for any User under 18 years of age and must assure adequate adult supervision of youth groups using any facility. This may require the User to pay for security officers to monitor activities both in and outside the Facility being used, as discussed in Section 7.4.

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8.4 Cancellation by the County. The County reserves the right to cancel any reservation. The County will try to limit cancellations to extraordinary and emergency situations. Prior to cancelling an event, the County reserves the right to move the event to another substantially similar Facility. If a substantially similar location is unavailable, all reservation/damage deposits and usage fees will be returned in full. Any cancellation notice will be issued as far in advance as possible. The County Manager, or department director in charge of a facility, may revoke the authorization to use a facility up to or during the use if a violation of this ordinance is discovered.

8.5 Inclement Weather. Should a Facility be closed due to inclement weather or other unforeseen circumstances, the User will be given the option to reschedule before being refunded all reservation/damage deposits and usage fees. Refunds due to inclement weather will be issued for indoor facility or picnic shelter if the County Manager or designee closes County offices.

8.6. Cancellation by the User. Users who send a written cancellation notice received by Moore County two (2) weeks or more prior to the event will be refunded their entire deposit and any usage fees within 30 days of approval of the cancellation notice. Written cancellations received less than two (2) weeks prior to the event will be refunded fifty percent (50%) of the reservation amount. Written cancellations received less than forty-eight (48) hours prior to the event may not result in any refund.

9.0 Rules Governing Public Forums

The following rules denote and govern Public Forums on property which is owned by Moore County.

9.1 Designated Public Forum Areas:

- The sidewalk and grassed areas of the exterior of the Historic Courthouse Building located at 1 Historic Courthouse Square.
- The walkways and other pedestrian access areas on the exterior of the Courthouse Building located at 102 Monroe Street, subject to the provisions of N.C. Gen. Stat. §14-225.1.

9.2 Permit Required. A permit is required for gatherings for Public Forums, to reserve these areas solely to prevent simultaneous conflicting uses. The County Manager, or the Manager's designee, may adopt rules for the granting of such permits, subject to the following:

- Permits must be obtained at least one (1) business day, but not more than six (6) months prior to the proposed use.
- Permits will be granted in order of application without regard to the purpose of the proposed

gathering.

- Applicants must present photographic identification, valid mail, e-mail, and telephone contact at the time of application.

9.3 Access. Access to the Historic Courthouse and to the Courthouse Building may not be blocked or impeded during periods in which business (including governmental business, meetings, court, and related functions) is being conducted, or during business hours of the museum at the Historic

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Courthouse. Sound amplification is not permitted during County or State Government business hours, including regular or special called meetings of the Board of Commissioners.

9.4 Fees and Liability. No payment is required for use of Designated Public Forums prior to a gathering. However, the permit holder is still responsible for any and all damages to any facility or grounds, including costs for cleanup. The applicant shall assume full liability for all accidents or claims of accidents as a result of activities taking place associated with the use, and shall agree to hold the County harmless and indemnify the County for any injury or damage to persons or to property. This shall include the times the area is being readied for the use and for all follow-up activity related to the use. Any damage or accident must immediately be reported to the facility coordinator, or as soon thereafter that the office is open for business.

10.0 Use Conditions.

10.1 Safety. Individuals or groups must take all necessary precautions to ensure the safety and well-being of all activity participants.

10.2 Indemnity. Users must agree to indemnify and hold harmless the County for all injuries or damages occurring to persons or property in conjunction with the use of County buildings, grounds and parks.

10.3 Insurance. Users may be required to provide a Certificate of Insurance showing liability insurance coverage at limits satisfactory to the County Attorney's Office.

10.4 Compliance with Fire Code. The number of individuals attending functions in County buildings shall not exceed the limits established by the County Fire Marshal.

10.5 Compliance with Laws. Users are responsible for compliance with all ordinances and laws during use of County buildings, grounds, or parks, and must obtain all necessary permits, if applicable, for any proposed event. Users are required to provide copies of any required permits prior to the date of the event.

10.6 Reservation of Rights. The County Manager or his/her designee, reserves the right to prohibit use of county facilities, for just cause, to any individual, group, or organization. Just cause includes, but is not limited to, improper use or prior misuse of county facilities; failure to abide by the provisions of this policy; failure to compensate the county for use and/or damages to a facility; determination by the County Manager or designee, that to allow the proposed use is not in the best interest of the public and/or that the proposed activities are inconsistent with the public purpose or

use of the facility.

10.7 Waiver of Terms. The County Manager or his/her designee reserves the right to waive or vary any provision in this policy when doing so would more effectively serve the public's interest, except when prohibited by law.

10.8 Supersedes all other Policies. Upon adoption, this Policy supersedes all other policies currently governing the use of County Facilities, Grounds and Parks.

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Adopted, this 5th20th day of January, 2021August 2019.

Francis R. k Quis, Jr., Chairman

Moore County Board of Commissioners

ATTEST:

Laura M. Williams

Clerk to the Board

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APPENDIX A

COUNTY OF MOORE FACILITY AND GROUNDS APPLICATION REQUEST FORM

(other than Historic Courthouse Grounds or 102 Monroe St Courthouse)

Name of Facility/Grounds _____

Name and Address of Organization/Group _____

Name, Address and Telephone Contact of Representative _____

Date(s) Requested _____ Time(s) from: _____ (m) to: _____ (m)

Total Number Attending Event _____

Purpose of Use (Specific Details) _____

Agriculture Center Auditorium (only)

Room Set-Up

The diagram above illustrates how the Auditorium is set up. It aslo can be used as one big room.

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APPENDIX A, continued

COUNTY OF MOORE FACILITY AND GROUNDS APPLICATION REQUEST FORM

Equipment Request

Overhead Projector ___ PA System with stand ___ TV/VCR___ Flip Chart Only___ Screen___

Internet Connection (see below)

Wireless Internet Access (max speed: 54 mbps) ___ Internet ___County Network

Notice: Access to the Internet is restricted, availability setup is required. You will be responsible for the setup of your equipment. Before equipment can be connected to the county wireless network, you must have the following:

Wireless Card

Proof of up to date virus protection

You may need to provide system hardware information

The items listed above must be checked out on the day of rental and returned at the end of the day.

Authorized Use of Kitchen Yes___ No ___ (requires Ag Ext Director Approval)

Rental Fees

Number of Rooms _____

Number of Hours _____ / Overtime _____

Deposit Amount _____ Paid Yes___ No___ Date _____

Total Due_____ Date Due_____

I hereby certify that I am the authorized and responsible representative of the petitioning organization/group; that the above statements are true to the best of my knowledge; that I have received and read a copy of the policy governing the use of Moore County's facilities and grounds; and that our organization/group will comply with the policies and fee schedule governing the use of the

facilities and grounds.

Signature _____ Date _____

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APPENDIX B

COUNTY OF MOORE FACILITY AND GROUNDS STATEMENT OF DISCLAIMER

(must be signed by ALL applicants)

In renting, leasing, or making available the County of Moore's facilities, grounds and parks, the County of Moore assumes no responsibility for the loss of or damages to any property placed on the premises by the user, or for loss or damage of any property or personal effects, including but not limited to, vehicles and its contents, or for any injury to the user, its members, employees, agents, guests, or participants, all of whom, hereby agree to hold the County of Moore, the Moore County Board of Commissioners, the County Manager, Assistant County Manager, and County employees harmless for any loss or damage sustained while using the Moore County facilities, grounds and parks.

The County of Moore is committed to providing opportunities in access and employment in all programs, services, activities, grounds, facilities and parks without regard to age, sex, race, color, religion, national origin, creed, political affiliation, or disability.

I have read and agree to the policy for using the County of Moore's facilities, grounds and parks.

Organization/Group Representative Signature _____ Date_____

Approved _____

Denied _____

Fee Amount Paid _____

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APPENDIX C

COUNTY OF MOORE FACILITY AND GROUNDS CLEANING CHECKLIST

Name of Facility/Grounds/Park_____

Name of Organization/Group_____

Name of Representative_____

Date_____ Time In _____ Time Out _____

Open Close

_____ All floors swept (kitchen, restrooms, dining areas, etc.)

_____ All floors free from damage (no scuff marks, abnormal wear)

_____ Paper and trash picked up and removed (building, grounds, parking areas)

_____ Restrooms cleaned (sinks, toilets, urinals, empty trash cans, and flush all toilets)

_____ Kitchen cleaned (sinks, counter tops, tables, stoves, refrigerators)

_____ Tables cleaned (damp wipe all tables – kitchen & dining areas)

_____ Furniture in proper place and not moved during event

_____ Spots and stains on wall and floors removed (kitchen, dining area, restrooms)

_____ Cleaning materials and supplies returned to storage

_____ “No Smoking” signs in place and rules observed during event

_____ All lights and water turned off

_____ Items belonging to daily meal program undisturbed and undamaged

_____ Thermostats adjusted properly

____ Doors locked

Organization/Group Representative (signature)_____

Comments_____

Moore County Only below this line:

Yes ____ No ____ Clean Up Fee Assessed from Deposit Amount_____

Comments_____

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County of Moore Representative (signature)_____

APPENDIX D

Moore County

1 Courthouse Square, Historic Courthouse, Carthage, NC 28327

Phone (910) 947-6363; Fax (910) 947-1874

www.moorecountync.gov

Application for Use of Historic Courthouse Grounds¹

Name of Applicant Making Request² Date of Application

Mailing Address of Applicant

Phone Number of Applicant

E-mail Address of Applicant

Purpose of Use of Facilities and Estimate of Number of People Involved in the Event

Date of Event Beginning Time End Time

Applicant Signature

By signing above, applicant acknowledges that they are responsible for any and all damages to facilities and grounds, including costs for cleanup. The applicant shall assume full liability for all accidents or claims or accidents as a result of activities taking place associated with the use and shall agree to hold the County harmless and indemnify the County for any injury or damage to persons or to property. This shall include the times the area is being readied for the use and for all follow-up activity related to the use. Any damage or accident must immediately be reported to the facility coordinator.

¹ This permission is limited to use of the Historic Courthouse grounds. The steps and landings may not be utilized.

Stages

may not be set up without permission from the County Manager's Office. No vehicles are permitted on the grounds.

No

sound amplification systems are permitted. Events must not block entrance and exit from the courthouse during business

hours Monday through Friday 8:00am to 5:00pm. Permission must be gained from the Town of Carthage and the County of

Moore Sheriff's Department to use the parking and streets surrounding the Courthouse.

2 The individual signing this application is responsible for assuring that all litter that accumulates as a result of this event will

be promptly removed.

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The remainder of the application to be completed by the Office of the County Manager

____ PERMISSION GRANTED TO USE HISTORIC COURTHOUSE GROUNDS

County Manager

Date Request

Approved

____ PERMISSION DENIED TO USE HISTORIC COURTHOUSE GROUNDS

County Manager

Date Request

Denied

Reason Denied:

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APPENDIX E

Moore County

1 Courthouse Square, Historic Courthouse, Carthage, NC 28327

Phone (910) 947-6363; Fax (910) 947-1874

www.moorecountync.gov

Application for Use of 102 Monroe St. Courthouse Grounds¹

Name of Applicant Making Request² Date of Application

Mailing Address of Applicant Phone Number of Applicant E-mail Address of Applicant

Purpose of Use of Facilities and Estimate of Number of People Involved in the Event

Date of Event Beginning Time End Time

—
Applicant Signature

By signing above, applicant acknowledges that they are responsible for any and all damages to facilities and grounds, including costs for cleanup. The applicant shall assume full liability for all accidents or claims or accidents as a result of activities taking place associated with the use and shall agree to hold the County harmless and indemnify the County for any injury or damage to persons or to property. This shall include the times the area is being readied for the use and for all follow-up activity related to the use. Any damage or accident must immediately be reported to the facility coordinator.

¹ This permission is limited to use of the Courthouse grounds located at 102 Monroe St., Carthage, NC. The steps and

landings may not be utilized. Stages may not be set up without permission from the County Manager's Office. No vehicles are permitted on the grounds. No sound amplification systems are permitted. Events must not block entrance and exit from the courthouse during business hours Monday through Friday 8:00am to 5:00pm. Permission must be gained from the Town of Carthage and the County of Moore Sheriff's Department to use the parking and streets surrounding the Courthouse. All uses are subject to the provisions of N.C. Gen. Stat. §14-225.1.

2 The individual signing this application is responsible for assuring that all litter that accumulates as a result of this event will be promptly removed.

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The remainder of the application to be completed by the Office of the County Manager

____ PERMISSION GRANTED TO USE HISTORIC 102 Monroe St. COURTHOUSE
GROUNDS

_____ County Manager Approved	_____ Date Request
-------------------------------------	-----------------------

____ PERMISSION DENIED TO USE HISTORIC 102 Monroe St. COURTHOUSE
GROUNDS

_____ County Manager Denied	_____ Date Request
-----------------------------------	-----------------------

Reason Denied:

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APPENDIX F

COUNTY OF MOORE FACILITY AND GROUNDS PROPERTY MANAGEMENT FEE SCHEDULE FOR
FY 2019/2020 (JULY 1, 2019 – JUNE 30, 2020). THIS FEE SCHEDULE IS APPROVED AND
UPDATED ANNUALLY BY THE MOORE COUNTY BOARD OF COMMISSIONERS AND IS SUBJECT
TO CHANGE JULY 1 OF EACH YEAR WITH THE ANNUAL BUDGET ADOPTION.

Fee Schedule

Property Management

Fee Schedule - Item FY2019/2020 Fee Amount

Historic Courthouse Meeting Rooms

\$200 deposit; \$50 for 2 hours; \$20
each additional hour

Davis Community Center

\$200 deposit; \$50 for 2 hours; \$20
each additional hour

Picnic Shelter

\$200 deposit; \$20 for 2 hours; \$10
each additional hour

Agriculture Center

\$200 deposit; \$40/room/2hours; \$40
each additional room; \$20 each
additional hour per room; \$40 for
kitchen/2 hours and \$20 for each
additional hour

All other County Facilities \$200 deposit; \$50 for 2 hours; \$20
each additional hour

Week Day Rental (Monday - Friday) only one deposit of \$200 is required
when renting both weekdays and weekends together

\$200 deposit; \$100 per room for
weekday (M-F) rental plus kitchen
\$125

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Weekend Rental (Saturday-Sunday) only one deposit of \$200 is required

when renting both weekdays and weekends together

\$200 deposit; \$75 per room for

weekend (Sat-Sun) rental plus kitchen

\$100

****NOTE:** Events that have been secured prior to the end of the fiscal year use the fee schedule at the time the deposit was secured.

Agenda Item:

Meeting Date: 01/05/2021

MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Laura M. Williams, Clerk

DATE: 12/29/2020

SUBJECT: Human Trafficking Prevention and Awareness Month Proclamation

PRESENTER: Anne Friesen, Executive Director, Friend to Friend

REQUEST:

Proclaim January 2021 as Human Trafficking Prevention and Awareness Month in Moore County.

RECOMMENDATION SUMMARY:

Make a motion to adopt A Proclamation Declaring January 2021 Human Trafficking Prevention and Awareness Month in Moore County.

ATTACHMENTS:

Proclamation

STATE OF NORTH CAROLINA
COUNTY OF MOORE

A PROCLAMATION DECLARING JANUARY 2021 HUMAN TRAFFICKING
PREVENTION AND AWARENESS MONTH IN MOORE COUNTY

WHEREAS, human trafficking involves the recruitment, harboring, transportation, provision, buying or selling of human beings for their services of labor or commercial sex through the use of force, fraud, or coercion; and

WHEREAS, human trafficking violates basic human rights and deprives victims of human dignity and freedom. Victims are dehumanized and forced into modern-day slavery; and

WHEREAS, human trafficking is a growing global and national problem, with North Carolina being consistently ranked among the top ten states for prevalence in human trafficking; and

WHEREAS, it is imperative that we educate our communities, our young people and families to take an active interest in learning how to recognize the risks and resist predators who use coercion and threats to manipulate children as young as twelve years of age into labor or sex trafficking; and

WHEREAS, in recognition of the need for that education, the NC General Assembly enacted legislation mandating that sex trafficking prevention and awareness information be included in the sexual health and education curriculum; and

WHEREAS, the NC General Assembly enacted legislation in 2019 mandating that sex trafficking training be provided to all public-school personnel: and

WHEREAS, Friend to Friend seeks to eradicate human trafficking by empowering organizations and individuals through collaboration, leadership, and training; and

WHEREAS, Moore County North Carolina is committed to protecting people vulnerable to human trafficking and taking action to end human trafficking through prevention, prosecution, and partnerships.

NOW, THEREFORE, we, the Board of Commissioners for the County of Moore, do hereby proclaim January 2021, as "HUMAN TRAFFICKING PREVENTION AND AWARENESS MONTH" in Moore County, and commend its observance to all citizens.

Francis R. Quis, Jr.
Chairman

ATTEST:

Laura M. Williams
Clerk to the Board

Agenda Item:

Meeting Date: 01/05/2021

MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Laura M. Williams, Clerk

DATE: 12/07/2020

SUBJECT: Request for Adoption of Resolution Supporting Triangle Trails Initiative

PRESENTERS: Chuck Flink, President/Owner, Greenways Incorporated
Sig Hutchinson, Wake County Commissioner

REQUEST:

Adopt a resolution supporting the Triangle Trails Initiative.

BACKGROUND:

The Triangle Trails Initiative is a newly launched collaboration between government, business, anchor institutions, and civic leaders to make the Research Triangle Region a national leader in greenways and trails. Commissioner Quis and Planning Director Debra Ensminger have met with Mr. Flink and Commissioner Hutchinson regarding this request.

FINANCIAL IMPACT:

No financial participation is requested.

RECOMMENDATION SUMMARY:

Make a motion to adopt A Resolution Supporting the Formation of the Triangle Trails Initiative and authorize the Chairman to sign the same.

ATTACHMENTS:

Resolution

Triangle Trails Initiative Description

Counties Status

Moore County
North Carolina

A RESOLUTION SUPPORTING THE FORMATION OF THE
TRIANGLE TRAILS INITIATIVE

WHEREAS, Moore County, North Carolina is committed to maintaining and enhancing the quality of life for citizens throughout the region and recognizes that the "Triangle Trails Initiative" will contribute to quality of life by weaving together community and regional assets via a network of trails and greenways; and

WHEREAS, the "Triangle Trails Initiative" recommends linking trails and greenways together, across a multi-county regional landscape, gaining cooperation of public and private sector interests that encourage collaboration; and to create a network that will, in the long term, provide transportation, exercise, leisure, safety, accessibility, recreation, community and economic benefits aimed at enhancing the quality of life; and

WHEREAS, many communities, agencies, and trail advocates in the region have taken a lead in planning and building local trails and greenways, and those efforts can be greatly enhanced by being connected to a larger regional network of trails; and

WHEREAS, trails and their green landscape areas help improve the quality of the air we breathe by preserving trees and vegetation, by promoting reduced congestion through non-motorized transportation, and enhance the quality of our water through natural buffers mitigating the impacts of storm water run-off; and

WHEREAS, trails and greenways are freely accessible community assets offering opportunities for transportation, recreation and exercise to everyone, including children and families, providing safe places for county residents to experience a sense of community, celebrate our history and culture, and create stronger social ties; and

WHEREAS, trails have significant impact on the health and economic viability of the region encouraging active lifestyles, increased levels of tourism, enhanced property values, added jobs, as well as enhanced ability to attract and retain businesses to the region due to improved quality of life; and

WHEREAS, the "Triangle Trails Initiative" provides the foundation for a long term strategy that will continue to grow and to provide an invaluable resource for our children, grandchildren and great grandchildren; and

NOW, THEREFORE, BE IT RESOLVED that the Moore County Board of Commissioners supports the concept of working within a regional framework to plan, design, develop and link protected undeveloped landscapes and natural resources by endorsing the "Triangle Trails Initiative."

This the 5th day of January 2021.

Francis R. Quis, Jr., Chairman

ATTEST:

Laura M. Williams, Clerk to the Board

Triangle Trails Initiative

The Triangle Region is blessed with a well-developed network of trails and greenways that afford excellent access to regional outdoor resources. With a constructed network of approximately 400 miles of trails and greenways in use today, now is the time to establish a regional organization that can brand, promote, market, program and grow this network. The Triangle Trails Initiative (also known as TriangleTrails) is a newly launched collaboration between government, business, anchor institutions and civic leaders to make the Research Triangle Region a national leader in greenways and trails. TriangleTrails will work on behalf of the region to promote the extensive regional greenway system.

The Triangle Region joins a growing number of regional greenway organizations across the United States, and here in North Carolina, who are working to connect citizens and visitors to the wealth of close to home and work outdoor resources. TriangleTrails joins current efforts in the Charlotte-Metro Region, through the work of the Carolina Thread Trail (established in 2005) and efforts in the Triad region, through the work of The Piedmont Legacy Trails (established 2012) to link 38 counties in central North Carolina with a proposed interconnected greenway system. TriangleTrails also supports North Carolina's two long distance greenways, the 1,000-mile east-west North Carolina Mountains-to-Sea Trail and the 3,000-mile, north-south East Coast Greenway, which intersect in our region near Falls Lake. TriangleTrails also supports the efforts of the NC Department of Transportation and NC State Parks to build and promote greenways and trails in all 100 counties under the recently launched Great Trails State initiative.

The goals of TriangleTrails are to Plan, Build, Use, and Promote the extensive network of greenways and trails found throughout our 14-county Initiative region (see map on reverse side of this page). TriangleTrails is an ad hoc organization that is currently operated by volunteers. The Initiative is being established in partnership with the East Coast Greenway Alliance, headquartered in Durham, NC, which has offered to incubate our growth under its 501c3 umbrella. TriangleTrails is working towards a long-term organizational structure to best serve the needs of its members, supporters and regional citizens. Fourteen counties have, or are in the process of, adopting Resolutions of Support for the Initiative.

The AJ Fletcher Foundation provided seed funding to support the initial start-up of TriangleTrails. We are currently engaged in raising three years of operating funds. We have secured financial pledges from the Research Triangle Park Foundation and the Raleigh Convention and Visitors Bureau. Triangle Trails is actively seeking pledges to match the RTPF and VisitRaleigh pledges.

Triangle Trails Initiative Piedmont Legacy Trails

Carolina Thread

Trail

East Coast Greenway

NC Mountains to Sea Trail

Triangle Trails Initiative County Resolutions 1

Connecting people and communities with investments
that keep us active and engaged with nature and our neighborhoods

Adopted Resolutions of Support County-by-County Status

The Triangle Trails Initiative has grown to include 14 counties in the region, from Vance and Warren in the north to Cumberland in the south. The following provides an update on where each county stands in terms of adopting a Resolution of support for the Triangle Trails Initiative.

Chatham County

Chuck Flink met with Commission Vice Chair Diana Hales, Commissioner Dasher and County Manager Dan LaMontagne on October 22, 2019. Resolution is approved and adopted by County Commission on July 20, 2020.

Cumberland County

Chuck Flink met with FAMPO on January 17, 2020. Draft Resolution is under review, expect approval in Spring 2021

Durham County

Chuck Flink and Sig Hutchinson met with Commissioners Reckhow and Jacobs, County Manager Davis and staff on January 7, 2020. Resolution is approved and adopted by County Commission on February 10, 2020.

Franklin County

Chuck Flink and Sig Hutchinson met with Franklin County Commission Board Chair Sidney Dunston, Manager Angela Harris, Assistant Manager Kim Denton and Planning Director Scott Hammerbacher on May 19, 2020. The county does not have a completed greenway master plan. Resolution is approved and adopted by County Commission on November 16, 2020.

Granville County

Chuck Flink met with Commission Chair Smith and County Manager Michael Felts on February 14, 2020. Resolution is approved and adopted by County Commission on July 6, 2020.

Triangle Trails Initiative County Resolutions 2

Harnett County

Chuck Flink met with full commission on October 1, 2019 and then met with County staff on October 21, 2019. Commission approved (unanimously) the Resolution of support for TTI on March 16, 2020.

Johnston County

Chuck Flink and Sig Hutchinson met with Commission Chair Godwin, Commissioner Lawter and County Manager Hester on October 1, 2019. Chuck met with the full commission on March 2, 2020. County Commission approved the Resolution of support for TTI on March 2, 2020.

Lee County

Chuck Fink and Sig Hutchinson met with Commission Chair Amy Dalrymple, Commissioner Smith and County Manager Crumpton on January 7, 2020. Resolution is approved and adopted by County Commission on November 16, 2020.

Moore County

Chuck Fink and Sig Hutchinson conducted a Zoom meeting with the Chair of the Moore County Commission, Frank Quis and Planning Director Debra Ensminger on May 12, 2020. Chuck relayed additional information at the request of Chairman Quis. County does not have a greenway master plan at this time.

Orange County

Chuck Flink met with Commissioners Penny Rich and Mark Marcoplos on January 16, 2020. Draft Resolution is under review, expect approval in April 2020. Resolution of support was approved unanimously and adopted by County Commission on June 2, 2020.

Person County

Chuck Flink met with Commissioner Chairman Jeffers and Commissioner Jimmy Clayton and County Manager Heidi York on December 16, 2019. Resolution is approved and adopted by County Commission on November 16, 2020.

Vance County

Chuck Flink met with the Commission Vice Chair Brummitt and County Manager Jordan McMillen on February 14, 2020. Resolution of support was approved and adopted by County Commission on March 9, 2020.

Wake County

Chuck Flink met with County Commissioners Growth and Sustainability Committee on February 17, 2020. Resolution is approved and adopted by County Commission on July 6, 2020.

Warren County

Chuck Flink met with full Commission and County Manager Vincent Jones on February 19, 2020. Resolution is approved and adopted, unanimously, by County Commission on March 9, 2020.

Agenda Item:

Meeting Date: 01/05/2021

MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Misty Leland, County Attorney

DATE: 12/31/2020

SUBJECT: Call to Public Hearing – Economic Development Incentive Agreement

REQUEST:

Call a public hearing regarding a proposed economic development incentive agreement.

BACKGROUND:

An economic development incentive agreement relating to Project Woodpecker has been proposed and requires a public hearing. The public will be invited to comment on the proposed agreement between Moore County and a company which will place facilities in the County, which involve capital investments of sixteen million two hundred thousand dollars, and in which there will be twenty jobs created. The facilities will provide accommodations and support for as well as host periodic events in the County that will include substantial investment, thereby increasing tax revenues and enhancing the business prospects of the County.

The agreement includes ten (10) years of grants which will be calculated as ninety percent of the total property taxes paid above and beyond the current ad valorem tax value, provided the company meets the requirements of the agreement as to job creation and capital investment. The grants will aid and encourage new taxable investment, job creation, and significantly increase the economic prospects and visibility of Moore County. The incentive agreement grants will be paid from any fund sources of the County which are not otherwise restricted. Moore County will recover the cost from new tax revenues, and the public will benefit from the additional property, business and sales tax revenues, stimulation of the overall economy, and expanded employment opportunities in the County.

RECOMMENDATION SUMMARY:

Make a motion to call a public hearing on January 19, 2021 at 5:30pm to consider entering into an economic development agreement related to Project Woodpecker.

Call To- Certificate Text Amendment – UDO – Staff Report

Action Item: ____

Meeting Date: January 5, 2021

MEMORANDUM TO THE BOARD OF COMMISSIONERS

FROM: Debra Ensminger

Planning & Transportation Director

DATE: December 8, 2020

SUBJECT: Call to Public Hearing for a Unified Development Ordinance Text
Amendments – Certificate of Preliminary Major Subdivision Plat
Approval

PRESENTER: Debra Ensminger

REQUEST:

Request the Moore County Board of Commissioners to call for Public Hearing on January 19, 2021 at 5:30 pm for the consideration of an amendment to the Moore County Unified Development Ordinance to update the Certificate of Preliminary Major Subdivision Plat Approval to reflect the preliminary major subdivision plat approval process per the Moore County Unified Development Ordinance Section 18.6 Subsection B.

BACKGROUND:

Bold Text – additions to the ordinance

Strikethrough Text - deletions from the ordinance

Certificate of Preliminary Major Subdivision Plat Approval

I hereby certify that the Subdivision Review Board Board of Commissioners of

Moore County, North Carolina approved on the _____ day of

_____, 20____ the preliminary plan of subdivision as shown on this plat. Preliminary approval is valid for a period of 24 months from the above date or as established under the vested rights procedures, if applicable.

Subdivision Administrator Date

Call To- Certificate Text Amendment – UDO – Staff Report

REASON. Removes Subdivision Review Board and adds Board of Commissioners to reflect the preliminary major subdivision plat approval process per the Moore County Unified Development Ordinance Section 18.6 Subsection B.

IMPLEMENTATION PLAN

Call for a Public Hearing on January 19, 2021 at 5:30 pm.

FINANCIAL IMPACT STATEMENT

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

PLANNING BOARD RECOMMENDATION

The Planning Board met on December 3, 2020 and unanimously recommended approval. (5-0)

RECOMMENDATION

Make a motion to call for a Public Hearing on January 19, 2021 at 5:30 pm for the consideration of an amendment to the Moore County Unified Development Ordinance to update the Certificate of Preliminary Major Subdivision Plat Approval to reflect the preliminary major subdivision plat approval process per the Moore County Unified Development Ordinance Section 18.6 Subsection B.

Call To – Conditional Use Permit – 125 Walter Road – Staff Report

Agenda Item: _____

Meeting Date: January 5, 2020

MEMORANDUM TO THE BOARD OF COMMISSIONERS

FROM: Debra Ensminger

Planning & Transportation Director

DATE: December 8, 2020

SUBJECT: Call to a Quasi-Judicial Hearing for a Conditional Use Permit

Request: Sawmill (125 Walter Road, Carthage)

PRESENTER: Debra Ensminger

REQUEST

This is a request to call for a Quasi-Judicial Hearing on January 19, 2021 at 5:30pm for a Conditional Use Permit for the expansion of the Sawmill Facility located on 9.719-acre parcel, ParID# 98000512, at 125 Walter Road, Carthage, owned by William and Laura Gingerich per Deed Book 1420, Page 457.

BACKGROUND

The Sawmill began operations in September of 1998, before the enactment of Countywide zoning. In February of 2000, the Board of Commissioners approved rezoning of parcel ParID# 98000512 from Residential Agricultural (RA) to Rural Business-Conditional Use District (RB-CUD) and granted a Conditional Use Permit for the operation of the Sawmill and to build the main sawmill operations building. The applicant is proposing to expand the sawmill operation, and to amend the Conditional Use Permit requires approval from the Board of Commissioners. Adjacent land uses include manufactured homes, undeveloped property, a farm, and single family dwellings.

IMPLEMENTATION PLAN

Call for a Quasi-Judicial Hearing on January 19, 2021 at 5:30pm.

FINANCIAL IMPACT STATEMENT

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

RECOMMENDATION SUMMARY

Make a motion to call for a Quasi-Judicial Hearing on January 19, 2021 at 5:30pm for Conditional Use Permit for the expansion of the Sawmill Facility located on 9.719-acre parcel, ParID# 98000512, at 125 Walter Road, Carthage, owned by William and Laura Gingerich per Deed Book 1420, Page 457.

SUPPORTING ATTACHMENTS

- Submitted Site Plans
- Land Use Map

Call To – Conditional Use Permit – 125 Walter Road – Staff Report

- Zoning Map

PARKING FOR TWO CARS

PARKING

FOR TWO TRUCKS

THREE CAR PARKING SPACES

TIMBER SERVICES *FOUR EMPLOYEES *THREE TRUCKS

*EIGHT PARKING SPACES

PARKING SPACE FOR ONE TRUCK

TRUCK PARKING: 9' X 40' CAR PARKING: 9' X 18'

60' X 24' EXISTING POLE BARN
USED TO STORE LUMBER

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Legend

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B-1-CUD

B-2

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GC-WL

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P-C

PUD/CUD

PUD-H

RA

RA-2

RA-2-CUD

RA-5

RA-20

RA-40

R-MH

RA-CUD

RA-USB

RE

VB

VB-CUD

NC_counties tax_parcel
Land Use Map
Farm
—

Single Family Dwelling
Manufactured Homes
Manufactured Home
Single Family Dwelling
Single Family Dwelling
Undeveloped

RAB-1-CZ

WALTER

NIAGARA-CARTHAGE

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EMARIE G

REARDON

GRAUB RANCH

Zoning Map

Shaded area considered for Conditional Use Permit for Sawmill Expansion

Agenda Item:

Meeting Date: January 5, 2021

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Richard Maness, Chief Deputy

DATE: December 22, 2020

SUBJECT: Approval to Apply for a Governor's Crime Commission 2021 Block Grant

PRESENTER: Richard Maness

REQUEST:

We are requesting approval from the Board of Commissioners to apply for a North Carolina Governor's Crime Commission 2021 Block Grant in the amount of \$24,500.

BACKGROUND:

If awarded, the Governor's Crime Commission 2021 Block Grant will be used to purchase tasers. Statewide grant will be used to purchase tasers. The project will help reduce the risk of injury or death to deputies of the Moore County Sheriff's Office by providing them with an effective non-lethal weapon to utilize in situations where subjects are combative or pose an imminent threat to deputies.

IMPLEMENTATION PLAN:

The Sheriff's Office will purchase the tasers in compliance with County Policy and the guidelines required by this grant. Law enforcement will be trained on the safe and effective use of the tasers.

FINANCIAL IMPACT STATEMENT:

There are no matching funds required by this grant. These funds will be coming from the North Carolina Governor's Crime Commission.

RECOMMENDATION SUMMARY:

Approve the Sheriff's Department to apply for the \$24,500 North Carolina Governor's Crime Commission 2021 Block Grant

SUPPORTING ATTACHMENTS:

Grant Application Documentation

Agenda Item:

Meeting Date: January 5, 2021

MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Major Andy Conway

DATE: December 14, 2020

SUBJECT: Reclassify a Detention Officer into a Deputy (Jail Navigator)

REQUEST:

The Moore County Sheriff's Office is seeking to reclassify one of our current Detention Officer positions into a "Jail Navigator" position as a sworn deputy.

BACKGROUND:

On September 4, 2020, for the first time in 29 years, the North Carolina Department of Health and Human Services approved a revision of jail rules (10A NCAC 14J .1001) regarding the "Medical Plan" which directs detention facilities across the state to provide health services to inmates. The newly revised "Medical Plan" shall include policies and procedures that include the handling of emergency and routine care for inmate's needs related to: "mental health, development or intellectual disability, dental care, pregnancy, and substance use disorder". The first four needs existed in the old jail rules, but "substance abuse disorder" is a new requirement that must be addressed. To be able to effectively address all the aforementioned requirements outlined in the new jail rules, we believe that it would be beneficial to direct one person to be responsible for the coordination of such a specific job task to ensure accountability.

On October 27, 2020, members of the Sheriff's Office met with Roxanne Elliott and some of her associates with FirstHealth Moore Regional Community Health Services regarding a cost-effective way to be able to provide this service and comply with the new jail rules. Last year FirstHealth received a \$1M HRSA (Health Resources and Services Administration) grant for the "Rural Communities Opioid Response Implementation (RCORP) program". This program would greatly benefit our inmates identified as substance abusers and cost us very little, if nothing at all, and keep us in compliance with these new rules. They have already identified and partnered with numerous substance abuse resources and created a peer support infrastructure in the RCORP group. The peer support specialist are eager and willing to work with our inmates through "vOBOT" (Virtual Office Based Opioid Treatment) and provide them in custody peer support, and follow-up services post release regarding all types of "substance use disorders". FirstHealth, through the HRSA grant, is willing to provide us the necessary computer equipment and software to connect "vOBOT" at no cost so we can begin providing these services and peer support virtually, as soon as approved. Both, the Sheriff's Office and FirstHealth, agree that having one point of contact to be responsible for coordination of care would be the most effective way to accomplish these mandated services, with

the goal of reducing recidivism, reducing overdoses, and saving lives.

FINANCIAL IMPACT:

It will cost an additional \$358 increase in pay for the selected employee as well as a 2% increase in 401k, and a 0.63% increase in sworn LEO retirement benefits. There currently is a sufficient amount of lap salary to cover these increases for the remainder of FY21.

IMPLEMENTATION PLAN:

If approved, we would amend our current medical plan to include the use of the "Jail Navigator" Deputy to begin assisting our contract healthcare vendor and Firsthealth (RCORP) with the coordination of care for inmates to address: mental health, developmental and intellectual disability, and substance use disorder as prescribed in 10A NCAC 14J .1001.

RECOMMENDATION SUMMARY:

We make a motion to approve the reclassification of one Detention Officer position into a sworn Deputy position to serve as the "Jail Navigator" for the Moore County Detention Center.

ATTACHMENTS:

1. Copy of the New Jail Rules
2. Copy of the Old Jail Rules
3. Letter of Recommendation from Firsthealth

SECTION .1000 - HEALTH CARE OF INMATES AND EXERCISE

10A NCAC 14J .1001 MEDICAL PLAN

- (a) A governing body shall develop and adopt a written medical plan in compliance with G.S. 153A-225. The medical plan shall be available for reference by jail personnel. The medical plan shall include a description of the health services available to inmates.
- (b) The written plan shall include policies and procedures that address the following areas:
- (1) screening of inmates upon admission as set forth in Rule .1002(a) of this Section;
 - (2) handling routine medical care;
 - (3) handling routine care for an inmate's needs related to:
 - (A) mental health;
 - (B) a developmental or intellectual disability; and
 - (C) a substance use disorder;
 - (4) the handling of inmates with chronic illnesses or communicable diseases or conditions;
 - (5) administration, dispensing, and control of prescription and non-prescription medications;
 - (6) handling emergency medical needs, including dental care, substance use disorder, pregnancy, and mental health;
 - (7) maintenance, preservation, and confidentiality of medical records; and
 - (8) privacy during medical examinations and conferences with medical or mental health personnel.
- (c) Inmates shall be provided an opportunity each day to communicate their health complaints to medical personnel, mental health personnel, or an officer. Medical personnel or mental health personnel shall be available to evaluate the needs of inmates related to medical care, mental health care, a substance use disorder, and a developmental or intellectual disability. A jail shall maintain a written record of an inmate's health complaints and the action taken by the jail. The jail shall make these records available to the Construction Section during an inspection upon request.
- (d) Inmates shall not render medical care or routine care for mental health, substance use disorders, and developmental or intellectual disabilities to anyone in the jail.
- (e) The local or district health director shall review the medical plan to determine if it needs to be updated not less than once each year beginning on January 1. If so, he or she shall update the medical plan in writing in accordance with G.S. 153A-225. The date of the most recent review shall be stated in the plan. The medical plan shall be maintained at the jail and shall be made available to the Construction Section during an inspection upon request.

History Note: Authority G.S. 153A-221; 153A-225;

Eff. June 1, 1990;

Amended Eff. December 1, 1991;

Readopted Eff. September 4, 2020.

Agenda Item:

Meeting Date: 1/5/2021

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Randy Gould, Public Works Director

DATE: December 14, 2020

SUBJECT: Water Main Replacements- Columbine Road and South Street

PRESENTER: Randy Gould, PE

REQUEST:

1. This is a request of the Board to award and approve a construction contract with ELJ, Inc. in an amount not to exceed \$189,999.00 for the Columbine Road and South Street Water Main Replacements and authorize the Chairman to sign.
2. Also, the Board is requested to authorize the County Manager or his designee to sign construction change orders to ELJ, Inc. up to \$20,000 each contingent upon approval by the County Attorney's Office.

BACKGROUND:

The Columbine Road water main in Niagara and the South Street water main in Vass have experienced numerous breaks in recent years and have reached the end of their useful lives.

The project was designed by MBD Consulting Engineers, PA. The project was bid on December 10, 2020 and eight (8) bids were received. ELJ, Inc. was the low bidder at \$189,999.00.

IMPLEMENTATION PLAN:

Award construction contract.

FINANCIAL IMPACT STATEMENT:

The project is a budgeted item in account 61041055 55921 General Extensions.

RECOMMENDATION SUMMARY:

1. Make a motion to award and approve a construction contract to ELJ, Inc. in the amount of \$189,999.00 and authorize the Chair to sign the same.
2. Make a motion to authorize the County Manager or his designee to sign construction change orders to ELJ, Inc. for up to \$20,000 each contingent upon approval by the County Attorney's Office.

SUPPORTING ATTACHMENTS:

Bid Tabulation

Construction Contract

#Item	Description	Quantity	Unit	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
1	Mobilization	1 LS		3,114.60\$	3,114.60\$	2,500.00\$	2,500.00\$	3,500.00\$	3,500.00\$		
		2,000.00\$		2,000.00\$	2,534.00\$	2,534.00\$		3,000.00\$	3,000.00\$		
		5,351.00\$		5,351.00\$	5,000.00\$	5,000.00\$					
2	2" SDR21 PVC Water Mian	2329 LF	\$	15.00	34,935.00\$	18.00\$	41,922.00\$	16.50\$			
		38,428.50\$		20.00\$	46,580.00\$	37.00\$	86,173.00\$	22.25\$			
		51,820.25\$		25.54\$	59,482.66\$	25.00\$	58,225.00\$				
3	Uncased Bore Under Road	65 LF		75.00\$	4,875.00\$	45.00\$	2,925.00\$	42.25\$			
		2,746.25\$		60.00\$	3,900.00\$	72.00\$	4,680.00\$	110.00\$			
		7,150.00\$		61.33\$	3,986.45\$	50.00\$	3,250.00\$				
4	2" x 2" Tapping Sleeve with 2" Gate Valve	1 EA		1,250.00\$	1,250.00\$	1,200.00\$	1,200.00\$				
		1,865.00\$		1,865.00\$	1,000.00\$	1,000.00\$	3,365.00\$	3,365.00\$			
		3,900.00\$		3,900.00\$	3,775.62\$	3,775.62\$	2,500.00\$	2,500.00\$			
5	2" Gate Valve	6 EA	\$	575.00	3,450.00\$	925.00\$	5,550.00\$	825.00\$			
		4,950.00\$		1,000.00\$	6,000.00\$	980.00\$	5,880.00\$	950.00\$			
		5,700.00\$		981.39\$	5,888.34\$	1,200.00\$	7,200.00\$				
6	2" Blowoff Assembly with 2" Gate Valve	2 EA		1,500.00\$	3,000.00\$	1,200.00\$	2,400.00\$				
		2,460.00\$		4,920.00\$	1,000.00\$	2,000.00\$	1,238.00\$	2,476.00\$			
		1,475.00\$		2,950.00\$	1,580.11\$	3,160.22\$	1,600.00\$	3,200.00\$			
7	Valve Box and Concrete Ring	9 EA		48.00\$	432.00\$	85.00\$	765.00\$	230.00\$			
		2,070.00\$		150.00\$	1,350.00\$	126.00\$	1,134.00\$	95.00\$	855.00\$		
		269.47\$		2,425.23\$	900.00\$	8,100.00\$					
8	2" x 2" Tee	2 EA	\$	150.00	300.00\$	450.00\$	900.00\$	630.00\$	1,260.00\$		
		1,000.00\$		2,000.00\$	3,529.00\$	7,058.00\$	2,775.00\$	5,550.00\$	675.75\$		
		1,351.50\$		650.00\$	1,300.00\$						
9	2" Plug	3 EA		150.00\$	450.00\$	175.00\$	525.00\$	370.00\$	1,110.00\$		
		150.00\$		450.00\$	200.00\$	600.00\$	925.00\$	2,775.00\$			
		374.04\$		1,122.12\$	300.00\$	900.00\$					
11	2" 45 Degree Bend	2 EA	\$	150.00	300.00\$	350.00\$	700.00\$	500.00\$			
		1,000.00\$		400.00\$	800.00\$	343.00\$	686.00\$	450.00\$			
		900.00\$		510.55\$	1,021.10\$	600.00\$	1,200.00\$				
12	Standard 1" Water Service Connection	3 EA		1,500.00\$	4,500.00\$	900.00\$	2,700.00\$				
		1,155.00\$		3,465.00\$	1,000.00\$	3,000.00\$	1,405.00\$	4,215.00\$			
		1,175.00\$		3,525.00\$	848.50\$	2,545.50\$	1,400.00\$	4,200.00\$			
13	Reconnect Existing 1" Water Service	8 EA		750.00\$	6,000.00\$	450.00\$	3,600.00\$				
		700.00\$		5,600.00\$	1,000.00\$	8,000.00\$	970.00\$	7,760.00\$			
		1,275.00\$		10,200.00\$	734.60\$	5,876.80\$	800.00\$	6,400.00\$			
14	Valve Marker	4 EA	\$	100.00	400.00\$	50.00\$	200.00\$	340.00\$			
		1,360.00\$		100.00\$	400.00\$	78.00\$	312.00\$	75.00\$			
		300.00\$		371.55\$	1,486.20\$	80.00\$	320.00\$				
15	Blowoff Marker	2 EA		100.00\$	200.00\$	50.00\$	100.00\$	340.00\$			
		680.00\$		100.00\$	200.00\$	78.00\$	156.00\$	75.00\$			
		150.00\$		384.57\$	769.14\$	75.00\$	150.00\$				
16	Seeding & Mulching	0.5 AC		4,000.00\$	2,000.00\$	5,000.00\$	2,500.00\$	3,200.00\$			

1,600.00\$	3,000.00\$	1,500.00\$	5,702.00\$	2,851.00\$	12,000.00\$	
6,000.00\$	16,678.73\$	8,339.37\$	4,000.00\$	2,000.00\$		
17 Gravel Patch with ABC Stone 5 CY \$	40.00	200.00\$	70.00\$	350.00\$	95.00\$	
475.00\$	60.00\$	300.00\$	92.00\$	460.00\$	60.00\$	
300.00\$	87.97\$	439.85\$	60.00\$	300.00\$		
104,275.25\$						
Total Columbine Bid 65,406.60\$	68,837.00\$	75,029.75\$	79,480.00\$	130,340.00\$		
105,075.25\$	107,021.10\$	104,245.00\$				
Quantity	Unit	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price
Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
1 Mobilization 1 LS	5,933.00\$	5,933.00\$	5,000.00\$	5,000.00\$	6,500.00\$	6,500.00\$
4,000.00\$	4,000.00\$	5,068.00\$	5,068.00\$	3,000.00\$	3,000.00\$	
8,679.00\$	8,679.00\$	8,000.00\$	8,000.00\$			
2 6" SDR21 PVC Water Mian	896 LF	30.00\$	26,880.00\$	28.00\$	25,088.00\$	25.25\$
22,624.00\$	24.00\$	21,504.00\$	22.00\$	19,712.00\$	21.10\$	
18,905.60\$	25.20\$	22,579.20\$	42.00\$	37,632.00\$		
3 2" SDR21 PVC Water Mian	2,728 LF	15.00\$	40,920.00\$	18.00\$	49,104.00\$	16.50\$
45,012.00\$	20.00\$	54,560.00\$	17.00\$	46,376.00\$	17.35\$	
47,330.80\$	22.18\$	60,507.04\$	25.00\$	68,200.00\$		
4 6" x 6" Tapping Sleeve with 2" Gate Valve 1 EA	2,400.00\$	2,400.00\$	3,000.00\$	3,000.00\$		
2,650.00\$	2,650.00\$	3,500.00\$	3,500.00\$	4,620.00\$	4,620.00\$	
4,550.00\$	4,550.00\$	4,390.18\$	4,390.18\$	5,000.00\$	5,000.00\$	
5 6" x 2" Tapping Sleeve with 2" Gate Valve 2 EA	1,800.00\$	3,600.00\$	850.00\$	1,700.00\$		
940.00\$	1,880.00\$	3,100.00\$	6,200.00\$	3,529.00\$	7,058.00\$	
2,575.00\$	5,150.00\$	2,525.57\$	5,051.14\$	4,000.00\$	8,000.00\$	
6 6" x 6" Tee 2 EA	700.00\$	1,400.00\$	450.00\$	900.00\$	625.00\$	1,250.00\$
1,500.00\$	3,000.00\$	655.00\$	1,310.00\$	875.00\$	1,750.00\$	
1,043.56\$	2,087.12\$	800.00\$	1,600.00\$			
7 6" Gate Valve 2 EA	900.00\$	1,800.00\$	1,100.00\$	2,200.00\$	1,255.00\$	2,510.00\$
1,600.00\$	3,200.00\$	1,295.00\$	2,590.00\$	1,225.00\$	2,450.00\$	
1,328.07\$	2,656.14\$	1,800.00\$	3,600.00\$			
8 6" x 2" Reducer 2 EA	200.00\$	400.00\$	350.00\$	700.00\$	540.00\$	
1,080.00\$	1,500.00\$	3,000.00\$	580.00\$	1,160.00\$	400.00\$	800.00\$
667.79\$	1,335.58\$	700.00\$	1,400.00\$			
9 6" Coupling 1 EA	400.00\$	400.00\$	350.00\$	350.00\$	1,220.00\$	1,220.00\$
400.00\$	400.00\$	430.00\$	430.00\$	425.00\$	425.00\$	
625.68\$	625.68\$	700.00\$	700.00\$			
10 6" 90 Degree Bend 1 EA	400.00\$	400.00\$	350.00\$	350.00\$	560.00\$	
560.00\$	400.00\$	400.00\$	560.00\$	560.00\$	560.00\$	
560.00\$	994.49\$	994.49\$	375.00\$	375.00\$		
11 6" 22 Degree Bend 2 EA	400.00\$	800.00\$	350.00\$	700.00\$	540.00\$	
1,080.00\$	400.00\$	800.00\$	539.00\$	1,078.00\$	560.00\$	
1,120.00\$	599.39\$	1,198.78\$	350.00\$	700.00\$		
12 2" Gate Valve 2 EA	575.00\$	1,150.00\$	925.00\$	1,850.00\$	825.00\$	
1,650.00\$	1,500.00\$	3,000.00\$	966.00\$	1,932.00\$	975.00\$	

1,950.00\$	972.71\$	1,945.42\$	1,200.00\$	2,400.00\$		
13 2" x 2" Tee 2 EA 200.00\$		400.00\$	350.00\$	700.00\$	560.00\$	1,120.00\$
1,500.00\$	3,000.00\$	485.00\$	970.00\$	2,400.00\$	4,800.00\$	
675.75\$	1,351.50\$	650.00\$	1,300.00\$			
14 2" 90 Degree Bend 1 EA 200.00\$		200.00\$	300.00\$	300.00\$	500.00\$	
500.00\$	2,000.00\$	2,000.00\$	370.00\$	370.00\$	450.00\$	
450.00\$	536.60\$	536.60\$	575.00\$	575.00\$		
15 2" 45 Degree Bend 2 EA 200.00\$		400.00\$	300.00\$	600.00\$	500.00\$	
1,000.00\$	1,500.00\$	3,000.00\$	343.00\$	686.00\$	450.00\$	
900.00\$	510.55\$	1,021.10\$	600.00\$	1,200.00\$		
16 Valve Box and Concrete Ring 6 EA 95.00\$			570.00\$	85.00\$	510.00\$	390.00\$
2,340.00\$	200.00\$	1,200.00\$	126.00\$	756.00\$	95.00\$	
570.00\$	272.36\$	1,634.16\$	900.00\$	5,400.00\$		
17 Valve Marker 6 EA 100.00\$		600.00\$	50.00\$	300.00\$	340.00\$	
2,040.00\$	100.00\$	600.00\$	74.00\$	444.00\$	75.00\$	
450.00\$	367.20\$	2,203.20\$	80.00\$	480.00\$		
18 Reconnect Existing 1" Water Service 26 EA 750.00\$			19,500.00\$	900.00\$	23,400.00\$	
875.00\$	22,750.00\$	900.00\$	23,400.00\$	970.00\$	25,220.00\$	
1,350.00\$	35,100.00\$	701.44\$	18,237.44\$	800.00\$	20,800.00\$	
19 Hydrant Relocation 1 EA 3,000.00\$		3,000.00\$	3,800.00\$	3,800.00\$	2,880.00\$	
2,880.00\$	2,500.00\$	2,500.00\$	4,478.00\$	4,478.00\$	4,800.00\$	
4,800.00\$	2,904.18\$	2,904.18\$	3,000.00\$	3,000.00\$		
20 Hydrant Assembly 1 EA 4,500.00\$		4,500.00\$	5,500.00\$	5,500.00\$	5,450.00\$	
5,450.00\$	3,000.00\$	3,000.00\$	4,638.00\$	4,638.00\$	6,900.00\$	
6,900.00\$	5,384.68\$	5,384.68\$	4,600.00\$	4,600.00\$		
21 6" Plug to Abandon Existing Water Main 6 EA 800.00\$			4,800.00\$	250.00\$	1,500.00\$	
1,100.00\$	6,600.00\$	1,000.00\$	6,000.00\$	801.00\$	4,806.00\$	
2,300.00\$	13,800.00\$	1,835.24\$	11,011.44\$	250.00\$	1,500.00\$	
22 Abandon Valve Box w/Concrete 5 EA 200.00\$			1,000.00\$	150.00\$	750.00\$	340.00\$
1,700.00\$	100.00\$	500.00\$	353.00\$	1,765.00\$	75.00\$	
375.00\$	646.26\$	3,231.30\$	200.00\$	1,000.00\$		
23 Seeding & Mulching 0.50 AC 4,000.00\$		2,000.00\$	4,500.00\$	2,250.00\$	3,200.00\$	
1,600.00\$	3,000.00\$	1,500.00\$	2.00\$	1.00\$	12,000.00\$	
6,000.00\$	22,901.44\$	11,450.72\$	4,000.00\$	2,000.00\$		
24 Gravel Patch w/ ABC Stone 6 CY 40.00\$		240.00\$	70.00\$	420.00\$	95.00\$	
570.00\$	50.00\$	300.00\$	71.00\$	426.00\$	60.00\$	
360.00\$	86.76\$	520.56\$	60.00\$	360.00\$		
25 Asphalt Patch w/ 9.5B Asphalt 4 TON 250.00\$		1,000.00\$	225.00\$	900.00\$		
206.00\$	824.00\$	1,000.00\$	4,000.00\$	590.00\$	2,360.00\$	
750.00\$	3,000.00\$	383.19\$	1,532.76\$	120.00\$	480.00\$	
26 Select Fill 5 TON 20.00\$		100.00\$	25.00\$	125.00\$	40.00\$	200.00\$
50.00\$	250.00\$	67.00\$	335.00\$	32.00\$	160.00\$	
52.45\$	262.25\$	40.00\$	200.00\$			
27 Extra Stone 5 TON 40.00\$		200.00\$	45.00\$	225.00\$	86.00\$	430.00\$
50.00\$	250.00\$	76.00\$	380.00\$	50.00\$	250.00\$	

52.45\$	262.25\$	40.00\$	200.00\$			
Total South Street Bid	124,593.00\$		132,222.00\$	138,020.00\$	155,064.00\$	139,529.00\$
165,906.40\$	173,593.91\$	180,702.00\$				
TOTAL BID	189,999.60\$	201,059.00\$	213,049.75\$	234,544.00\$	269,869.00\$	
270,981.65\$	280,615.01\$	284,947.00\$				

SOUTH STREET WATER MAIN REPLACEMENT

ELJ Inc. SKC Inc. S & L Contracting LLC Atkinson Infrastructure Inc. Sanhills Contractors Columbus Utilities
 Smith-Rowe, LLC North State Water & Sewer

BID TABULATION

INFORMAL BID 2021-05

10-Dec-20

ELJ Inc. SKC Inc. S & L Contracting LLC Atkinson Infrastructure Inc. Sanhills Contractors Columbus Utilities
 Smith-Rowe, LLC North State Water & Sewer

COLUMBINE ROAD WATER MAIN REPLACEMENT

AGREEMENT BETWEEN OWNER AND CONTRACTOR

This AGREEMENT is entered into the 16th day of December, 2020, by and between the County of Moore (hereinafter "County") and E.L.J., Inc. (hereinafter "Contractor"). Project: Columbine Road and South Street Water Main Replacement Projects The Owner and Contractor agree as set forth below: ARTICLE 1. THE CONTRACT DOCUMENTS

1.1 This Agreement includes the following Contract Documents: Exhibit A – Scope of Services Exhibit B – Drawings Columbine and Northwood Exhibit C – Drawings South Street/Front Street/Scott Avenue Exhibits A, B, and C are attached hereto and incorporated by reference as if fully set forth herein. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. 1.2 The Contractor will meet all requirements of the Owner as provided for by the Owner's policies and specifications. The Owner's policies and specifications include: 1. General Conditions of the Construction Contract; 2. General Construction Standards and Specifications Manual; 3. General Construction Details; 4. Water Main System Standards and Specifications Manual; and 5. Water Main Construction Details. The above referenced policies and specifications are incorporated by reference and may be found on the County of Moore's website at <https://www.moorecountync.gov/public-works/engineering>. A printed copy will only be provided to the Contractor upon written request to the Owner.

ARTICLE 2. TERM OF CONTRACT

2.1 The term of this Contract will be from January 5, 2021, through June 4, 2021. 2.2 This Agreement 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. If this Agreement is terminated under this Section 2.2, there will be no further obligations by either party. ARTICLE 3. THE WORK OF THIS CONTRACT 3.1 The Contractor shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 4.

DATE OF COMMENCEMENT, COMPLETION DATE, AND LIQUIDATED DAMAGES 4.1 The date of commencement is the date from which the Contract Time of Paragraph 4.2 is measured, and shall be the date the Notice to Proceed is issued by the Moore County Public Works Director immediately after the Preconstruction Conference. The commencement date of the Work will be established in writing through the Notice to Proceed, which is attached to this Agreement as Exhibit C. 4.2 The Contractor shall achieve Completion of the Work no later than 150 days from the commencement date set forth in the Notice to Proceed.

4.3 Work will be commenced with adequate forces on the date stipulated in Paragraph 4.1, above. If the Project has not reached Completion by the established time for Completion, the liquidated damages sustained by the Owner shall be \$1,000 per day. ARTICLE 5.

CONTRACT SUM 5.1 The Contractor shall receive from the Owner a sum not to exceed \$189,999.00 as full compensation for the provision of services provided under this Agreement. The Owner agrees to pay for the services, satisfactorily performed, in accordance with the Contract Documents. ARTICLE 6. PAYMENT 7.1 The Contractor shall be paid within 30 days of completion of the Work. The Contractor shall tender a bill for payment.

ARTICLE 7. INDEMNIFICATION

8.1 To the fullest extent permitted by laws and regulations, the Contractor shall indemnify and hold harmless the Owner and 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, attorneys, and other professionals and costs related to court action or arbitration) arising out of or resulting from the performance of the Contract or the actions of the Contractor or its officials, employees, or contractors under this Contract or under the contracts entered into by the contractor in connection with the work to be performed. ARTICLE 8. NOTICES 9.1 All notices which may be required by this contract or any rule of law shall be effective when received by certified mail sent to the following addresses:

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Owner: Moore County Public Works Attn: Randy Gould, Director

P.O. Box 1927 Carthage, NC 28327 Contractor: E.L.J., Inc. Attn: Legal 4571 Gum Branch Rd. Jacksonville, NC 28540-9155 ARTICLE 9. NON-DISCRIMINATION

10.1 The Contractor shall not discriminate against any person on the grounds of race, color, national origin, sex, age, or handicap in the administration of this Contract. Nor shall any person be excluded from participation in, or be denied the benefits of any project constructed under this

Contract on the grounds of race, color, national origin, sex, age, or handicap. ARTICLE 10.

E-VERIFY 12.1 Pursuant to North Carolina General Statute § 143-133.3, E-verify Compliance, the Owner 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. ARTICLE 11.

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.

ARTICLE 12.

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 NCGS, Article 6G, Chapter 147. The Final Divestment List can be found on the State Treasurer's website at <https://www.nctreasurer.com/office-state-treasurer/divestment-and-do-not-contract-rules>. Any contract in violation of this Act is void.

ARTICLE 13. HEALTH AND SAFETY

13.1 Contractor shall 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 Agreement. 13.2 Safety Precautions and Programs. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Agreement and construction of the Project.

ARTICLE 14. NON-ASSIGNMENT

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

ARTICLE 15. MODIFICATION

15.1 This Agreement may be modified only by a written agreement executed by both parties. ARTICLE 16.

INTEGRATION 16.1 This Contract sets forth the entire agreement between the parties and supersedes any and/or all other agreements on this subject between the parties. ARTICLE 17. DEFAULT 17.1 In the event of any noncompliance of any term or terms of this contract by the Contractor, the Owner may, at its sole option, declare the Contractor in default and immediately terminate this contract. Should the Owner terminate this contract due to the default of the Contractor, the Owner may, in addition to its other rights, contract with any other party to fulfill the Contractor's obligations hereunder at the Contractor's expense. The Contractor shall be liable for any increase in cost borne by the Owner due to the default. This shall in no way limit the Owner's right to

collect any other damages, whether legal, equitable or punitive, due to the default of the Contractor. ARTICLE 18.

INSURANCE AND BONDS 18.1 The Contractor shall comply with the North Carolina Workers' Compensation Act and shall provide the payment of workers' compensation to its employees in the manner and to the extent required by such Act. In the event Contractor is excluded from the requirements of such Act and does not voluntarily carry workers' compensation coverage, Contractor shall carry or cause its employees to carry adequate medical/accident insurance to cover any injuries sustained by its employees or agent during the performance of service. 18.2 Contractor shall maintain, at its expense, the following minimum insurance coverage:

General Liability \$2,000,000

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Auto Liability \$2,000,000 Umbrella Coverage \$5,000,000

Contractor agrees to furnish the Owner proof of compliance with the insurance coverage requirements of this Agreement upon request. Contractor upon request by the Owner shall furnish a certificate of insurance from an insurance company licensed to do business in the State of North Carolina and acceptable to the Owner verifying the existence of any insurance coverage required by the Owner. The certificate will provide thirty (30) days advance notice in the event of termination or cancellation of coverage. 18.3 Performance Bond and Payment Bond. The Contractor shall furnish bonds covering the faithful performance of the Agreement and payment of obligations arising thereunder as stipulated in bidding requirements or required by North Carolina law.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Agreement, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made. ARTICLE 19.

MISCELLANEOUS 19.1 Governing Law. This Agreement shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this Agreement, shall be brought in the General Court of Justice in the County of Moore and the State of North Carolina. 19.2 Rights and Remedies. Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law. 19.3 If any section, subsection, sentence or clause of this Contract shall be deemed to be illegal, invalid or unenforceable for any reason, such illegality, invalidity or unenforceability shall not affect the legality, validity or enforceability of other sections of this Contract.

19.4 Priority of Documents. In the event of any inconsistency between the Agreement and any attachment to the Agreement, the Agreement will have priority followed by the Contract Documents in the order in which they appear in Section 1.1.

19.5 Waiver of Rights. No action or failure to act by the Owner or Contractor shall constitute an obligation or duty afforded them under the Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing. 19.6 Compliance with Laws. 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. 19.7 Required Certificates. Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Engineer.

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IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

COUNTY OF MOORE E.L.J., INC. OWNER CONTRACTOR Francis R. Quis, Jr., Chairman Eddie L. Jones,
Jr. Board of Commissioners Vice President ATTEST:

Laura M. Williams Clerk to the Board

Pre-Audit Certificate: This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act. Finance Officer

EXHIBIT A

FN 20-0497

SCOPE OF SERVICES Contractor shall provide all labor, equipment, and material for two (2) water main replacement projects; Columbine Road and Northwood Drive in the Hyland Hills water system, and South Street and Scott Avenue and Front Street in the Vass water system. This project is divided into two (2) parts as follows: A.

Columbine Road and Northwood Drive Water System Improvements B. South Street 2" Water Main Replacement

A. The Columbine Road and Northwood Drive Water Systems Improvements portion generally consists

of the following scope of work: 1. Installing approximately 2,450 linear feet of 2" water main;

2. Associated appurtenances including tapping sleeves, gate valves, blowoffs, valve boxes, bends and fittings, and water service connections.

B. The South Street 2" Water Main Replacement portion of the project generally consists of the following scope of

work: 1. Installing approximately 900 LF of 6" water mains; 2. Installing approximately 2,730 linear feet of 2" water

mains; 3. Associated appurtenances including tapping sleeves, gate valves, blowoffs, valve boxes, bends and fittings, water service connections, and hydrants.

COLUMBINE ROAD WATER MAIN REPLACEMENT

Item Description	Quantity	Unit	Unit Price	Price Bid
Mobilization	1	LS	\$3,114.60	\$3,114.60
2" SDR 21 PVC Water Main	2,329	LF	15.00	34,935.00
Uncased Bore Under Road	65	LF	75.00	4,875.00
2" x 2" Tapping Sleeve w/ 2" Gate Valve	1	EA	1,250.00	1,250.00
2" Gate Valve	6	EA	575.00	3,450.00
2" Blowoff Assembly w/ 2" Gate Valve	2	EA	1,500.00	3,000.00
Valve Box and Concrete Ring	9	EA	48.00	432.00
2" x 2" Tee	2	EA	150.00	300.00
2" Plug	3	EA	150.00	450.00
2" 45 Degree Bend	2	EA	150.00	300.00
Standard 1" Water Service Connection	3	EA	1,500.00	4,500.00
Reconnect Existing 1" Water Service	8	EA	750.00	6,000.00
Valve Marker	4	EA	100.00	400.00
Blowoff Marker	2	EA	100.00	200.00
Seeding and Mulching	0.50	AC	4,000.00	2,000.00
Gravel Patch w/ ABC Stone	5	CY	40.00	200.00
Total Columbine Road Water Main Replacement Cost				\$65,406.60

EXHIBIT A

FN 20-0497

SOUTH STREET WATER MAIN REPLACEMENT

#	Item Description	Quantity	Unit	Unit Price	Price Bid
1	Mobilization	1	LS	\$5,933.00	\$5,933.00
2	6" SDR21 PVC Water Main	896	LF	30.00	26,880.00
3	2" SDR21 PVC Water Main	2,728	LF	15.00	40,920.00
4	6" x 6" Tapping Sleeve w/ 6" Gate Valve	1	EA	2,400.00	2,400.00
5	6" x 2" Tapping Sleeve w/ 2" Gate Valve	2	EA	1,800.00	3,600.00
6	6" x 6" Tee	2	EA	700.00	1,400.00
7	6" Gate Valve	2	EA	900.00	1,800.00
8	6" x 2" Reducer	2	EA	200.00	400.00
9	6" Coupling	1	EA	400.00	400.00
10	6" 90 Degree Bend	1	EA	400.00	400.00
11	6" 22 Degree Bend	2	EA	400.00	800.00
12	2" Gate Valve	2	EA	575.00	1,150.00
13	2" x 2" Tee	2	EA	200.00	400.00
14	2" 90 Degree Bend	1	EA	200.00	200.00
15	2" 45 Degree Bend	2	EA	200.00	400.00
16	Valve Box and Concrete Ring	6	EA	95.00	570.00
17	Valve Marker	6	EA	100.00	600.00
18	Reconnect Existing 1" Water Service	26	EA	750.00	19,500.00
19	Hydrant Relocation	1	EA	3,000.00	3,000.00
20	Hydrant Assembly	1	EA	4,500.00	4,500.00
21	6" Plug to Abandon Existing Main	6	EA	800.00	4,800.00
22	Abandon Valve Box w/ Concrete	5	EA	200.00	1,000.00
23	Seeding & Mulching	0.50	AC	4,000.00	2,000.00
24	Gravel Patch w/ ABC Stone	6	CY	40.00	240.00
25	Asphalt Patch 2/ 9.5B Asphalt	4	CY	250.00	1,000.00
26	Select Fill	5	TONS	20.00	100.00
27	Extra Stone	5	TONS	40.00	200.00
Total South Street Water Main Replacement Cost					\$124,593.00
TOTAL BID					\$189,999.60
EXHIBIT A					

Agenda Item:

Meeting Date: January 5, 2021

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Randy Gould

DATE: December 18, 2020

SUBJECT: System Development Fee (SDF) Capital Reserve Fund for Public Utilities and Water Pollution Control Plant

PRESENTER: Randy Gould, Public Works Director

REQUEST:

Approve the attached resolutions for System Development Fees for both the Moore County Public Utilities and the Water Pollution Control Plant

BACKGROUND:

As required by North Carolina General Statute 162A, Article 8, all system development fee proceeds are to be accounted for in a capital reserve fund. The County of Moore implemented the system development fees (SDF) for Public Utilities and the Water Pollution Control Plant at the start of fiscal year 2019. The fees collected for SDF are tracked on a monthly basis by water distribution, water supply/treatment, sewage collection and sewage treatment. All SDF fees collected over the course of the year must be appropriated to the SDF Capital Reserve Fund to be used for debt payments or future capital projects. The Board of Commissioners will need to amend the SDF Capital Reserve Fund to authorize any expenditure from the fund toward debt or capital projects.

IMPLEMENTATION PLAN:

Upon approval of the resolutions, Finance Staff will properly record the SDF Capital Reserve Fund on the Comprehensive Annual Financial Report (CAFR) and track SDF collections and distributions per the resolution.

FINANCIAL IMPACT STATEMENT:

All SDF collections will be put in the appropriate SDF Capital Reserve Fund for both Public Utilities and the Water Pollution Control Plant. These amounts will vary each year depending on the amount of new development in the County.

RECOMMENDATION SUMMARY:

Approve the attached resolutions for System Development Fees for both the Moore County Public Utilities and the Water Pollution Control Plant

SUPPORTING ATTACHMENTS:

Resolution for System Development Fee Capital Reserve Fund for Public Utilities - Revision #2

Resolution for System Development Fee Capital Reserve Fund for Water Pollution Control Plant –
Revision #2

RESOLUTION AUTHORIZING THE ESTABLISHMENT OF A SYSTEM DEVELOPMENT
FEE (SDF) CAPITAL RESERVE FUND FOR PUBLIC UTILITIES – Revision #2

WHEREAS, there is a need in the County of Moore to provide funds for future capital projects related to its water and wastewater system, and to make debt service payments on existing debt related to past capital projects for its water and wastewater system, and

WHEREAS, NCGS 159-18 authorizes the creation of a capital reserve fund, and

WHEREAS, NCGS 162A, Art. 8 requires that all system development fee proceeds be accounted for in a capital reserve fund,

NOW, THEREFORE, the Board of Commissioners of the County of Moore resolves that:

Section 1. The Board of Commissioners hereby creates a Capital Reserve Fund (CRF) for the purpose of funding the following capital projects related to the County's water and wastewater system:

Debt Repayment:

The County of Moore issued 2010 Limited Obligation Bonds for the Public Utilities in the amount of \$8,590,000 with an interest rate of 2.5% to 5.0%. These LOB's were refunded in 2016 in the amount of \$6,448,000 with an interest rate at 2.05%. The remaining principal balance on the 2010 Limited Obligation Bonds as of 6/30/19 was 385,000 and the remaining principal balance on the 2016 Limited Obligation Refunding Bonds as of 6/30/19 was \$6,108,000. (The water distribution portion of this remaining debt is \$1,762,497, the supply/treatment is \$678,944 and the sewer collection is \$4,051,560.)

In FY2020-2021 the County added the remaining amount of \$780,000 for the Harnett County Capacity debt. The County also added the interest portion of the 2010 Limited Obligation Bonds as part of the SDF repayment. The remaining amount of interest expected for the LOB's is \$765,531.

The FY2018-2019 appropriation from the actual SDF collections to the CRF for this purpose is \$254,586. (The breakdown for water distribution is \$81,607, water treatment/supply is \$115,189 and sewer collection is \$57,790.)

Expend the FY2018-2019 SDF of \$254,586 toward debt payments in FY2019-2020. \$92,000.00 was used toward debt payments. (\$24,973.00 for distribution, \$57,406.98 for sewer collection and \$9,620.02 for supply/treatment debt.) The remainder was carried forward to FY2020-2021 \$162,586.00 (\$56,634.00 distribution, \$383.02 sewer collection, and \$105,568.98 supply/treatment.

The FY2019-2020 appropriation from the actual SDF collections to the CRF for this purpose is \$680,511.00. (The breakdown for water distribution is \$199,145.75, \$170,829.00 sewer collection and \$310,536.25 supply/treatment.)

Expend the remaining FY2018-2019 \$162,586.00 and a portion of the FY2019-2020 SDF of \$592,030.82 toward debt payments in FY2020-2021. Distribution amount is \$167,299.56 (\$133,822.71 principal + \$33,476.85 interest). Collection amount is \$171,212.02 which is all principal. Supply/Treatment amount is \$416,105.23 (\$26,105.23 principal + \$390,000 Harnett Capacity). Remaining SDF to carryover to FY2021-2022 is \$88,480.18 for distribution. Remaining principal and interest payments not covered by SDF in FY2020-2021 \$251,711.18 (\$213,369.79 collection and \$38,341.39 supply/treatment).

The FY2020-2021 appropriations from the estimated SDF collections to the CRF for this purpose is \$314,000 (\$300,000 from Public Utilities and \$14,000 from EMWD). This number will be amended once the final SDF revenues are collected for FY2020-2021.

Section 2. This CRF shall remain effective until all the above-listed projects, and any projects added in the future, are completed. The CRF may be amended by the Board of Commissioners as needed to add additional appropriations, modify or eliminate existing capital project, and/or any new capital projects.

Section 3. This Resolution shall become effective and binding upon its adoption.

First adopted the 4th day of June 2019, revision No. 1 adopted the 20th day of August 2019 and revision No. 2 adopted the _____ day of January 2021 by the Moore County Board of Commissioners.

COUNTY OF MOORE

Frank Quis, Chair
Moore County Board of Commissioners

ATTEST:

Laura M. Williams
Clerk to the Board

RESOLUTION AUTHORIZING THE ESTABLISHMENT OF A SYSTEM DEVELOPMENT
FEE (SDF) CAPITAL RESERVE FUND FOR WATER POLLUTION CONTROL PLANT –
Revision #2

WHEREAS, there is a need in the County of Moore to provide funds for future capital projects related to its wastewater system, and to make debt service payments on existing debt related to past capital projects for its wastewater system, and

WHEREAS, NCGS 159-18 authorizes the creation of a capital reserve fund, and

WHEREAS, NCGS 162A, Art. 8 requires that all system development fee proceeds be accounted for in a capital reserve fund,

NOW, THEREFORE, the Board of Commissioners of the County of Moore resolves that:

Section 1. The Board of Commissioners hereby creates a Capital Reserve Fund for the purpose of funding the following capital projects related to the County's wastewater system:

Debt Repayment: In FY2013, the County of Moore was approved for a loan of \$20,000,000 from the North Carolina Water Pollution Control Revolving Fund. The funds were utilized for the expansion and upgrade of the Water Pollution Control Plant. The loan is payable to the Department of Environmental Quality – Division of Water Quality. The outstanding debt as of 6/30/19 was be \$14,000,000. The interest rate is 2.22 percent per annum.

The FY2018-2019 appropriation from the actual SDF collected on behalf of the Water Pollution Control Plant to the CRF for SDF proceeds for this purpose is \$42,892.

Expend FY2018-2019 SDF of \$42,892 toward debt payments in FY2019-2020.

The FY2019-2020 appropriation from the actual SDF collections on behalf of the Water Pollution Control Plant to the CRF for SDF proceeds for this purpose is \$126,774.

Expend FY2019-2020 SDF of \$126,774 toward debt payments in FY2020-2021.

The FY2020-2021 appropriation from the estimated SDF collections on behalf of the Water Pollution Control Plant to the CRF for SDF proceeds for this purpose is \$50,000. This number will be amended once the final SDF revenues are collected for FY2021.

Section 2. This CRF shall remain effective until all the above-listed projects, and any projects added in the future, are completed. The CRF may be amended by the Board of Commissioners as needed to add additional appropriations, modify or eliminate existing capital projects, and/or add new capital projects.

Section 3. This Resolution shall become effective and binding upon its adoption.

First adopted the 4th day of June 2019, revision No. 1 adopted the 20th day of August 2019 and revision No. 2 adopted the _____ day of January 2021 by the Moore County Board of Commissioners.

COUNTY OF MOORE

Frank Quis, Chair
Moore County Board of Commissioners

ATTEST:

Laura M. Williams
Clerk to the Board

Agenda Item:

Meeting Date: 01/05/2021

MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Laura M. Williams, Clerk

DATE: 12/07/2020

SUBJECT: Appointments / Legislative Goals Conference Voting Delegate and Alternate

REQUEST:

Appoint a voting delegate and alternate voting delegate for the NCACC Legislative Goals Conference.

BACKGROUND:

The North Carolina Association of County Commissioners (NCACC) Legislative Goals Conference will be held by virtual platform on Thursday and Friday, January 14 and 15, 2021. Each county is entitled to vote on the legislative goal proposal submissions brought before the membership. Each county is asked to designate one voting delegate and may also assign one alternate voting delegate.

IMPLEMENTATION PLAN:

The designated delegate and alternate delegate will be reported to the NCACC by the Clerk.

RECOMMENDATION SUMMARY:

Make a motion to appoint a voting delegate and alternate voting delegate to the NCACC Legislative Goals Conference.

Agenda Item:

Meeting Date: 01/05/2021

MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Laura M. Williams, Clerk

DATE: 12/22/2020

SUBJECT: Appointments / Airport Authority

REQUEST:

Appoint new member to the Moore County Airport Authority.

BACKGROUND:

Airport Authority member Don Delauter resigned effective 12/31/2020.

IMPLEMENTATION PLAN:

Clerk will make notification of appointment, update records, and administer oath of office.

RECOMMENDATION SUMMARY:

Make a motion to appoint a member to the Moore County Airport Authority.

ATTACHMENTS:

Appointment Applications

Kelly R Miller

Post Office Box 88 Southern Pines, NC 28388

(910) 692-5347 (910) 639-9412

kelly.miller@rossresorts.com Present: Pine Needles Lodge & GC

Pine Needles Lodge & GC : 1981-Present

Pinehurst/Southern Pines/Aberdeen C VB: 1987- Present

Moore County Partners In Progress: Board Member

12/23/2020

LTC (R) John Gagan

410 Michael Rd, Whispering Pines, NC 28327

910-690-6778 704-694-9301

Jgagan99@ yahoo.com Retired Army Officer /Army JROTC

Instructor, Anson County High School

I'm a Moore County native looking to give back to my community. I have served in a myriad of key leadership positions during my 23 year military career. I have experience leading, planning, and team building. I have served on many executive-level committees. I'd be honored to serve the citizens of Moore County in any capacity needed.

Airport Authority

Transportation Advisory Board

Planning Board

Emergency Planning Committee

12/03/2020

SEAN C. McCORMICK

931-809-0405 | sean.clair.mccormick@gmail.com | www.linkedin.com/in/scmccormick

PROFESSIONAL PROFILE

Highly accomplished Pilot, Manager, Instructor, and Team Leader with a diverse background in complex aviation operations.

SUMMARY OF QUALIFICATIONS

Multi-Engine Airline Transport Pilot, Commercial Helicopter Pilot, Certified Flight Instructor, Top-Secret Clearance/SCI,

Executive Leadership, USG Flight Representative, Project Management, Strategic Communications, FAA Medical 1st Class

PROFESSIONAL EXPERIENCE

Flexjet LLC, First Officer

2019-2020

- Pilot in Command qualified in Challenger 300/350 super midsize business jet. Provide on demand, executive jet transportation

to high net worth clientele with focus on safety, customer service, and attention to detail.

- Conduct flights in a complex and dynamic environment within national and international airspace, in accordance with Federal

Aviation Regulation Part 135 and International Civil Aviation Organization regulations.

United States Army, Chief Warrant Officer Four (Retired)

1992-

2019

Executive Manager and Pilot in Command

- 1 of 5 Pilots entrusted to fly the Commanding General, United States Army Special Operations Command.

- Executive leader, Comptroller, Operations Officer responsible to forecast and allocate funds in excess of \$6 million in order to

sustain 15 specially modified US Army airplanes and helicopters based in North Carolina and Arizona.

Security Cooperation Special Operations Aviation Advisor

- Conducted Security Cooperation Operations as directed by the United States Secretary of Defense.

- Graduate of the Defense Institute of Security Assistance Management and charged with conducting United States Security

Cooperation missions in several high threat areas across South East Asia.

Aviation Liaison Officer to Special Operations Forces

- Subject Matter Expert selected to simplify coordination and efficiently allocate resources as a highly vetted and specially

selected Liaison Officer to the US Army's premier Counter Terrorist Special Mission Unit. • Advanced negotiations through international and cultural boundaries under time-sensitive constraints to secure the use of restricted air space and diplomatic clearances, during the emergency evacuation of a US embassy.

Pilot in Command and Flight Instructor in MH-6 "Little Bird" Light Assault Helicopter

- Consistently rated as the top 1% of US Army Special Operations Aviators as 1 of 15 Pilots entrusted to fly America's most elite

commandos in a joint Task Force uniquely designated as the "National Mission Force".

- Dedicated to thwarting global terrorist networks during 24 separate worldwide combat deployments. Participated in Direct

Action helicopter assault missions during the apprehension of numerous High Value Targets.

Flight Operations Manager

- Expertly consulted with executive management to accomplish complex goals related to national security objectives, while

governing a 2,400-hour annual flying program with a 100% aircraft operational rate.

- Effectively directed over 50 multifaceted aviation operations involving complex asset distribution of specialty aircraft and equipment. In all instances, “no-fail” timelines were routinely planned and executed down to the second.

Small Unit Leader

- Ranger Qualified, Sniper Team Leader and Jumpmaster with 3rd Battalion 75th Ranger Regiment.

Education

Stanford University Graduate School of Business, Resident Entrepreneurship Program Stanford, CA, 2016

Cornell University, Executive Leadership Program

Cornell, NY, 2015

Excelsior College, B.S. Liberal Studies

Albany, NY, 2007

Keystone College, A.A. Business Management

La Plume, PA, 1991

Volunteer Experience

Board Member, Moore County Transportation Authority

March 2019 - Present

President, 160th Night Stalker Association-North Carolina Chapter (501(c)19)

December 2016 - Present

Mentor, Community In Schools of Moore County North Carolina

March 2016 – Present

Affiliations

Ranger Regiment Association, 160th Night Stalker Association, The Veterans of Foreign Wars, Army Aviation Heritage Foundation

Phil Werz

65 Community Rd.

910.992.4505 910.992.4505

pwerz@homeofgolf.com President & CEO, Pinehurst, Southern

Pines, Aberdeen Area Convention & Visitors

Bureau (CVB)

Extensive tourism & hospitality industry background. 18-time award-winning journalist. Extensive marketing, communications and PR background. Recognized within the greater Pinehurst community as someone who possesses a vision for the future of tourism in the county.

Airport Authority

10/19/2020

Wayne Ronald Boyles III

360 Sugar Pine Drive, Pinehurst, NC 28374

(910) 420-8396 (703) 606-2985

wsboyles@verizon.net Semi Retired Federal Gov. Relations
Consultant

From 1982 to 2003 I served on the staff of Senator Jesse Helms. While on his staff I managed domestic and international aviation legislation, including all FAA legislation, grants and loans to North Carolina airports, annual Transportation appropriations, and the establishment of domestic and international air service to North Carolina Airports. Also managed Senator Helms sponsorship of the Centennial of Flight Commemorative Act which became PL 105-389 establishing a federal commission to commemorate the 100th Anniversary of the Wright Brothers flight.

03/04/2019

WAYNE RONALD BOYLES III
President of the boyles company, Inc.
5811 WESSEX LANE
ALEXANDRIA, VIRGINIA 22310
PHONE (703) 606-2985 (CELL)
PHONE (703) 922-9766 (OFFICE)
WSBOYLES@VERIZON.NET

Wayne Ronald Boyles, III has over a quarter of a century of experience working in both the Federal Legislative and Executive Branches of government. Mr. Boyles served on the Senate staffs of Senator Mack Mattingly of Georgia (1981-1982) and Senator Jesse Helms of North Carolina (1982-2003), and Senator Elizabeth Dole of North Carolina (March to April 2007). Serving for 22 years, he is one of the longest serving U.S. Senate staff members in the history of the State of North Carolina.

He has a deep and broad institutional knowledge of the Senate and the federal legislative process and was responsible for assisting Senator Helms with an extensive portfolio of legislation involving four major Senate Committees including the Senate Appropriations Committee, Senate Committee on Commerce, Science and Transportation, Senate Committee on Environment and Public Works, and Senate Committee on Energy and Natural Resources, and work with the Senate Foreign Relations Committee staff on an array of intersecting domestic and international issues during Senator Helms chairmanship of that committee.

During his Senate service, he worked with a large number of North Carolina companies on an extensive number of problematic domestic and international legislative issues, working through the legislative process to resolve those issues, which protected company jobs.

He also worked with cities and counties on their requests for federal resources for their infrastructure needs, and colleges and universities with congressionally directed research funding requests and direct grant requests to federal departments and agencies. Additionally, he assisted regional transportation and other multijurisdictional agencies with legislation and funding requests.

During Mr. Boyles' tenure in the Senate, he was a member of Congressional Staff Delegation trips to Taiwan, South Korea, and Germany to discuss bilateral trade and other geopolitical issues in an exchange of views with leadership officials of the host governments and met with business and university leaders in those nations.

Also, during his tenure in response to solicitations from the 2000 Republican Platform Committee for suggested planks, he contributed a plank that was adopted by the Platform Committee supporting a continuation of "Open Skies" international free market aviation policies. They have since become standard U.S. transportation policy that opened up many foreign markets to American aviation services. At the same time

these policies have given many more U.S. airports international aviation service.

Additionally, Mr. Boyles served for 4 years as a political appointee in the Administration of George W. Bush at the United States Department of Energy in the

Office of Civilian Radioactive Waste Management (February 2003 to March 2004) and in the Office of Congressional and Intergovernmental Affairs (March 2004 to March 2007).

The Department's Office of Congressional and Intergovernmental Affairs interfaced with the House Energy and Commerce Committee, House Science Committee, Senate Energy Committee, and the Senate and House Appropriations Committees; and their respective Energy and Water Development Appropriations Sub-Committees.

He received the Energy Department's Distinguished Career Service Award in March 2007.

Mr. Boyles returned to the Senate to work on the Staff of Senator Elizabeth Dole of North Carolina (March 2007 to April 2007) where he advised the Senator's legislative staff on legislative tactics and strategy.

He then left the federal government in April of 2007, after a distinguished 26 year career, and founded The Boyles Company, Inc. His firm assists clients with all facets of their federal legislative and executive branch public policy needs. He works with clients to design and implement legislative and communication strategies to help them achieve their public policy goals in Congress and works with clients on their regulatory issues before federal departments and agencies.

He sits on the Board of Directors of the Northern Virginia Republican Business Forum. The Forum sponsors public policy breakfasts featuring national and international business and political leaders. He is Co-Chairman of the Tar Heel Circle, the non-partisan corporate public policy programming arm of the North Carolina Society of Washington. In his capacity as Co-Chairman of the Circle he moderates discussion programs with current and former members of Congress, diplomats, and federal executive branch officials from North Carolina on current domestic and global public policy issues. He is also a member of the Board of the North Carolina Foreign Trade Promotion Council. The Council promotes international trade growth between North Carolina and the world.

He was born and raised in Mount Airy, North Carolina. He attended the public schools there, graduating from Mount Airy Senior High School in 1976. He received a B.A. in Political Science from the University of North Carolina at Chapel Hill in 1980. He and his wife, Stephanie, a graduate of the College of William and Mary, reside in Alexandria, Virginia.

Agenda Item:

Meeting Date: 01/05/2021

MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Laura M. Williams, Clerk

DATE: 12/29/2020

SUBJECT: Appointments / Juvenile Crime Prevention Council

REQUEST:

Reappoint member to the Juvenile Crime Prevention Council (JCPC).

BACKGROUND:

JCPC member Aulisa Turner's term of service expired on December 31. Ms. Turner represents the business community and is willing and recommended for reappointment.

IMPLEMENTATION PLAN:

Clerk will make notification of appointment and update records.

RECOMMENDATION SUMMARY:

Make a motion to reappoint Aulisa Turner to the Juvenile Crime Prevention Council for a two-year term expiring December 31, 2022.

Agenda Item:

Meeting Date: 01/05/2021

MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Laura M. Williams, Clerk

DATE: 12/29/2020

SUBJECT: Appointments / Sandhills Community College Board of Trustees

REQUEST:

Appoint member to the Sandhills Community College Board of Trustees.

BACKGROUND:

Trustee Dr. Larry Upchurch resigned effective 12/31/2020 due to relocation.

IMPLEMENTATION PLAN:

Clerk will make notification of appointment and update records.

RECOMMENDATION SUMMARY:

Make a motion to appoint a member to the Sandhills Community College Board of Trustees.

ATTACHMENTS:

Appointment Applications

Timothy A. Carpenter

5125 7-Lakes West, West End, NC 27376

910-673-8897 910-639-2410

tim@lkengineering.com Engineer/Small Business Owner

I have worked in the Community for 26 years and have served on the Board of Trustees for four years prior to the expiration of my term. I am a graduate of Sandhills Community College and UNC Charlotte in Civil Engineering. I serve on the Board of Deacons at First Baptist Church of Pinehurst. My business is LKC Engineering, P LLC

Sandhills Community College Trustees

12/14/2020

David Evans Williams

1165 Morganton Road, Pinehurst, NC 28374

910-215-7548 910-215-7548

dewdew17@ gmail.com Retired United State Air Force Health
Worker

Board Of Health

Community College Trustees

09/06/2020

Biography

September 2020

David Evans Williams

David Evans Williams was born in Anderson, South Carolina in 1953 as a United States Air Force BRAT. His coming to Pinehurst, North Carolina in Aug 2003 was his twenty-eighth move in his lifetime. He now calls the Sandhills his home and final resting place?

David retired from the United States Air Force in 1996 with 23 ½ years of active duty service. And was the Dental Health Program Manager (Assistant Director) for three dental care centers with FirstHealth of The Carolinas Healthcare System in Pinehurst, NC until January 2013. He is now completely retired and has more than 40 years' experience in clinical dentistry and dental clinic administration, teaching dental classes (to include infection control, hazard communications, instruments, all facets of chairside assisting, etc.) banking (former De Novo bank original organizer and Vice President), marketing, public relations, business development, advertising, sales culture training, and business management. David has a Master of Arts degree in Management and Supervision from Central Michigan University, in Mt. Pleasant, Michigan, a Bachelor of Arts degree in Business Administration and Dental Assisting (double major) from Culver-Stockton College in Canton, Missouri, and an Associate in Applied Sciences in Expanded Duty Dental Assisting from The Community College of The Air Force. David is a past member of the North Myrtle Beach Rotary from 2001-2002 and past member (2005-2013) and President (2007-2008) of the Pinehurst Rotary Club. He also has been registered with Boy Scouts of America for 39 years and presently serves on Pinehurst NC, Troop 807's Troop Committee. He was active in the Moore County (NC) Chamber of Commerce in 2004 serving as an Ambassador and as original weekly Networking Group Leader. In 2004 he was Ambassador of the Month and was later selected as the Ambassador of the Year for 2004. He has served on the Moore County Board (since September 2012) for Partner's for Children and Families (Smart Start); in August of 2013 he was nominated and approved as Moore County Smart Start Chairman of Board of Directors and reapproved again in August 2015. He resigned as the Board Chairperson in the fall 2018 to serve an 18-month senior couple mission for his church in the Oregon Salem Mission.

He and his wife lived in Lebanon, Oregon and served from July 2019 to March 2020 and returned early due to the Covid-19 crisis.

David is married to the former Sheila McAdams of Townville, South Carolina and they have four sons, all whom are Eagle Scouts and served around the world as full-time Spanish-Speaking missionaries (each served for two years in Northern Spain; Nevada; Oaxaca, Mexico; and Arizona/Texas/New Mexico). They have four daughters-in-law and five grandsons and three granddaughters.

DAVID EVANS WILLIAMS

1165 Morganton Rd

Pinehurst, NC 28374

(910) 215-9443 (H) (910) 215-7548 (C)

SUMMARY

Highly energetic, results-oriented team leader with proven supervisory, management, and administrative expertise. Broad experience in banking, finance, education, quality leadership, health/dental industries, federal government organizational leadership, and community service, with ability to teach and manage diverse activities while achieving desired objectives. Strong interpersonal and project accomplishment skills with an excellent track record in the development of people through effective communication.

EXPERIENCE

FIRSTHEALTH of THE CAROLINAS

Dental Program Manager

Pinehurst, NC

Mar 05-Jan 2013

Coordinates multi-million-dollar dental program activities to include: developing business office protocols and manages business

aspects of three dental care centers, personnel supervision and hiring, plans prevention/education activities, promotes performance

improvement, facility maintenance/construction, budget preparation/management, manages outside contracts, provides resources for

language/cultural variations, equipment/supply management, manages safety/infection control measures, coordinates/facilitates staff

education, manages patient satisfaction, manages and prepares internal and external reports for dental services

JOSEPH N. CATLETT, Jr., P.A.

Practice Administrator

Fayetteville, NC

Dec 04 – Feb 05

Responsible for achieving excellence in patient care and key performance indicators, establishing best practices; administration,

procedures, patient records and relations, policies, finances, personnel, marketing, public relations, advertising, business

development, regulation compliance, training, supervision, vendor coordination, project management, and all related practice

functions

KIRK TRANSPORTATION, INC. (KIRK TOURS)

Vice President, Marketing and Administration

Pinehurst, NC

Aug 03 – Dec 04

Responsible for company marketing, business development, public relations, advertising, and administration functions to include establishing risk management controls, and strategic planning

SOUTH CAROLINA FEDERAL CREDIT UNION

Internal Auditor

North Charleston, SC

Apr 03-Aug 03

Performs initial operational assessments and internal audits of all operational, effectiveness and efficiency, compliance, information

systems, financial risk and fraud areas, develop audit programs and internal control questionnaires, and perform audits of the

appropriate audit units as planned and/or approved. Assists Director, Internal Audit in planning, revising, and achieving the annual

administrative and operational department goals, providing consulting services for internal customers on risk, internal control and

audit issues, and cross train and perform as the back up in the coordination process for the NCUA examination cycle and CUMIS

review.

TIDELANDS BANCSHARES, INC., Holding Company for Tideland Bank, a proposed De Novo bank

Vice President/City Executive and Assistant Vice President/Operations

Mt Pleasant, SC

July 02 – Apr 03

Original Organizer involved in most aspects of the bank organization and planning process to include holding company secretary,

bank policy writing/proofing, stock offering sales/management, many administrative and operational functions to CEO, CFO,

CLO (letters, tables, spreadsheets, analysis, supplies, working issues, problem solving, etc.), human resources management

(organization, interviewing, planning for personnel development and training, etc.), bank security officer, notary public, facility

manager, vendors coordination (establish/maintain relationships with over 18 vendors), warehousing loans (creating opportunities),

marketing, compliance preparation, establishing community relations, planning for deposit relationships.

DAVID EVANS WILLIAMS

Page 2

EXPERIENCE (continued)

FIRST FEDERAL (FORMERLY PEOPLES FEDERAL) SAVINGS AND LOAN ASSOCIATION

Assistant Vice President/Branch Manager/Loan Officer

North Myrtle Beach, SC

May 00 – Jun 02

Sought (unsolicited) by Regional Leader to become leader responsible for total accountability for retail branch office in meeting sales, service, and operational objectives of the Association. Develops and maintains Customer and Staff relationships for 6-person, \$28,000,000 deposit branch.

. After only 6months in position/selection period my leadership contributed to our four branch Region being selected as Region of Year, FY 2000, and head teller, one of three tellers of year.

. Recognized Holding Company wide for Business Development (Relationships) accomplishments and leadership; my branch one of eight branch Region selected as Region of Year FY 2001 and 2002; my branch top 4 out of 17 in Branch of Year award 2002; exceeded goals 5 of 7 areas (avg. 121% in 4); my branch noted in 2002 as probably best in its 20 year history.

COASTAL FEDERAL SAVINGS BANK

Assistant Vice President/Personal Banking Leader (Branch Manager)/Loan Officer,

Myrtle Beach, SC

Oct 98 – May 00

Selected from other bank leaders to build and maximize the deposit/loan base and net profitability for the largest of 11

branches in this community bank.

. Leader responsible for a 13-person bank Sales Center (branch) including consumer and commercial loans, deposits (over \$82,000,000 deposits with total bank assets \$740 Million plus).

. Responsible for managing and monitoring activities of all teller functions, budget and facility operations, security; recognized by board members and bank president for superior leadership.

. Major Accomplishments: Since I assumed this position and under my financial management oversight the Net Income Contribution From 1 October 98 to 1 October 99 increased 61%. Significant teamwork, business development, and sales attitude improvement; results: Business Checking's growth was 142.73% and Personal Checking's growth was 20.98% from Feb 99 to Feb 00.

Merchant Account Sales Group Leader, Myrtle Beach, SC

Oct 97 to Sep 98

Selected from other bank leaders to build and maximize the Merchant Account Services Program's profitability potential of this bank in its marketplace.

. Supervised the servicing of over 150 Merchant Accounts with approximately \$30 Million in gross annual credit card sales and over 220,000 annual credit card transactions with total bank assets \$600 Million plus.

. Consistently ensured operation met all federal and state regulations.

. Major Accomplishment: Revamped entire Merchant Account Portfolio, thus realizing a turn around in one year which resulted in this bank program going from a negative to a positive.

COASTAL FEDERAL SAVINGS BANK

Office Sales Group Leader-Branch Mgr./Loan Officer, Myrtle Beach, SC

May 96-Oct 97

Leader responsible for a 7-person bank Sales Center (branch) including consumer and commercial loans, deposits, and savings (over \$30,000,000 deposits with total bank assets \$480 Million plus).

. Responsible for managing and monitoring activities of all teller functions, budget, and facility operations.

. Major Accomplishments: Deposit/loan growth

DAVID EVANS WILLIAMS

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EXPERIENCE (continued)

KIRK TOURS AND TRANSPORTATION, INC.

Vice President, Marketing & Operations, Southern Pines, NC

Mar 96-May 96

Manager for marketing sports tours and generating new business. Administrator for computer operations. Corporate executive manager, assisted in formulating corporate strategic planning and continuous process improvement.

TRIDENT TECHNICAL COLLEGE, CHARLESTON, SC

May 95 to Aug 95

College Instructor Business Department, Business 101 – Introduction to Business (Adjunct Faculty)

UNITED STATES AIR FORCE

Dental Clinic Administrator, Worldwide

Aug 72-Jan 96

Managed and supervised the daily and long-range operation of 8 dentist and 33 ancillary dental clinic and dental laboratory (2 clinics and labs); monitored, initiated, wrote local directives; oversight of \$2.5 million dental care operation; executive manager for ancillary staff; coordinated with various community agencies;

ensured all dental technical and administrative practices were in compliance with local, higher level, Joint Commission for Accreditation of Healthcare Organizations (JCAHO), and Federal regulations; produced reports and correspondence for local and higher-level management; resolved customer (patient) complaints; total quality management (quality improvement) instructor and Facilitator, and trained in quality team dynamics, and teams and

tools (systematic approach to problem solving). Dental Assistant/Hygienist, Expanded Duty Dental Assistant, Ancillary Technician Manager and Dental Materials Manager; researched and requisitioned hundreds of thousands of

dollars' worth of state-of-the-art medical and dental equipment and supplies; provided professional direct patient care

and dental assisting procedures to dentists and dental patients; trained on OSHA infection control measures.

· Major Accomplishments: Contributed to morale and staff cohesiveness with development of internal morale/welfare/recreation committee and submitted

subordinates for recognition which resulted in highest number of awards in my unit's history in 1993; significantly contributed to 1994 accreditation with commendation from JCAHO; supervised a \$700,000 cost avoidance to USAF, based on \$2.5 million of dental care; Expert executive oversight and outstanding results in 1993 Health Services Management Inspection; TQM involvement and development of continuous process improvement culture.

EDUCATION

M.A. in Management and Supervision (Concentration - Business MGT) - 1981

Central Michigan University, Mt. Pleasant, Michigan

B.S. in Business Administration and Dental Assisting (Double Major) - 1979

Culver-Stockton College, Canton, Missouri

Associate in Applied Sciences (Expanded Duty Dental Assisting) - 1978

Community College of the Air Force, Maxwell AFB, Alabama

OTHER ACHIEVEMENTS

Current International Passport and willing to travel

Over 23 years in healthcare/dental industries in various technical, administrative, and leadership positions

Banking - over 500 hours of various banking and lending courses/training

Total Quality Management - over 500 hours of various quality training/experience (Completed 28 hours

Seminar - Stephen Covey's 7 Habits of Highly Effective People)

Member -American Planning Association

American Society for Quality Control (ASQC)-inactive.

American College of Healthcare Executives (ASSOCIATE STATUS)-inactive; Lowcountry

Healthcare Executive Network (ACHE affiliate healthcare executive group) - past

Civic Club Vice-president and Treasurer - past

School Board Chairman and member 3 years - past

Married with four sons (all four are Eagle Scouts)

Excellent Health (non-smoker)

Graduate Hilltop (honors) Culver-Stockton College (3.4 GPA)

Graduate Central Michigan University (3.51 GPA)

Outstanding Young Man of America, 1988

Recipient of the District Award of Merit, 1995 - Boy Scouts of America's highest adult recognition award on the district level

Member of North Myrtle Beach Rotary – Director of Club Services for 2001-2002

Appointed by Mayor of City of Myrtle Beach, South Carolina as a Planning and Zoning

Commissioner, June 97 – June 2002 (subcommittee to establish Affordable Housing Trust Fund)

Boy Scouts of America 27 years (past- Scoutmaster, Cubmaster, Explorer Post Advisor);

Presently member of Troop 807 Committee Member

Member of The Institute of Internal Auditors - inactive

Moore County, NC Chamber of Commerce - Sandhills Hospitality Association and Human Resource Executive Association member 2003-2004

Moore County, NC Chamber of Commerce, 2003-2004 - Member-to-Member Networking Group Leader; Ambassador of the Month and 2004 AMBASSADOR OF THE YEAR

Rotary – member and President (2007-08) of Pinehurst Rotary Club, District 7690, Pinehurst, NC

Prancing Horse Therapeutic Riding Organization – Task Force Leader to facilitate move - 2006-07

Chairman of Board of Directors for Moore County Partners for Families and Children 2013-2018

REFERENCES, CERTIFICATES, TRANSCRIPTS, AVAILABLE UPON REQUEST

ADDITIONAL EXPERIENCE CONSIDERATIONS

DAVID E. WILLIAMS

Management/Leadership Training Course

FIVE MAJOR MODULES - Human Resource Development, Behavior Analysis Module, Leadership and Planning, Organizational Management Module, Selected Leadership and Management Topics

CLASSES INCLUDED IN THESE FIVE MODULES (also several case studies):

- Communication skills (4 research papers/speeches)
- Effective listening and speaking
- Time management
- Writing skills
- Problem process analysis
- Quality teams and tools
- Self-concept
- Values
- Self-discipline
- Social initiatives
- Leadership stress
- Physical fitness
- Interpersonal relations
- Personal Profile System ® by Carlson Learning Center
- Creative problem solving
- Situational leadership
- Contemporary motivation
- Power
- The development cycle
- Performance counseling
- Strategic planning
- Organizational design
- Organizational norms
- Organizational change
- Organizational conflict
- Traits of successful people

THESE CLASSES TOTALED 83 HOURS

Dr. Kimberly Elizabeth Scruton
1 Lake Vista Lane, Pinehurst, NC 28374
9107090047 9107090047
kescruton@gmail.com Dean, Reeves School of Business

11/06/2019

Agenda Item:

Meeting Date: 01/05/2021

MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Laura M. Williams, Clerk

DATE: 12/30/2020

SUBJECT: Appointments / Sandhills Center Board

REQUEST:

Appoint member to the Board of Directors for Sandhills Center for Mental Health/Developmental Disabilities/Substance Abuse Services.

BACKGROUND:

Commissioner Ritter has served on the Sandhills Center Board and his term expired in September. He has served the maximum number of terms allowed by statute so although he is willing to continue serving, he is not permitted to continue. Commissioner Graham has agreed to serve in this position.

IMPLEMENTATION PLAN:

Clerk will make notifications of appointment and update records.

RECOMMENDATION SUMMARY:

Make a motion to appoint Commissioner Graham to the Sandhills Center Board of Directors for a three-year term expiring December 31, 2023.