MOORE COUNTY BOARD OF COMMISSIONERS

TUESDAY, OCTOBER 4, 2022, 10:30 A.M.

REGULAR MEETING

CALL TO ORDER

INVOCATION – Pastor Lee McKinney, New Covenant Fellowship Church

PLEDGE OF ALLEGIANCE – Rachel Patterson, GIS Manager

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

II. ADDITIONAL AGENDA

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

III. APPROVAL OF CONSENT AGENDA

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

A. Minutes: September 20, 2022, Regular Meeting
B. Budget Amendments
C. Resolution to Accept Final Offer to Purchase LRK # 00038337
D. Resolution to Amend the FY23 Regular Meeting Schedule
E. MCTS – FY23 5311 Community Transportation Program Grant Agreement
F. MCTS – FY24 5311 Community Transportation Program Grant Application
G. Solid Waste – Amendment to Contract with Judy D. Brooks Contractor, Inc.

IV. RECOGNITIONS

V. PRESENTATIONS

A. Register of Deeds – Fraud Alert Notice Service (Judy Martin, Register of Deeds)

B. Voting Security (Kenneth Benway / Jason Jehorek / Doug Gould)

C. Elections – Demonstration of Voting Equipment / Ballot Tabulation (Towanna Dixon, Elections Director)

VI. PUBLIC HEARINGS

A. Call to Public Hearing/GIS – Amendment to the Moore County Road Name and Addressing Ordinance to Add Two Roads (Rachel Patterson, GIS Manager)

VII. OLD BUSINESS

VIII. NEW BUSINESS

A. Airport – Request for Acceptance of SCIF Grant – WB# 36244.57.15.1 (Ron Maness, Airport Director)

B. Airport – Request for Approval of Water Pipeline Easement Deed and Agreement between County, Airport, and Southern Pines (Ron Maness, Airport Director)

C. Sheriff – Request for Authorization to Pursue Purchase of LENCO "Bearcat" Tactical Rescue Vehicle (Major Andy Conway)

D. Information Technology – Request for Creation of Information Security Charter (Kay Ingram, Interim Information Technology Director)

IX. APPOINTMENTS

A. Juvenile Crime Prevention Council

B. Library Board of Trustees

C. Sandhills Community College Board of Trustees

X. ADDITIONAL AGENDA

XI. MANAGER'S REPORT

XII. COMMISSIONERS' COMMENTS

XIII. CLOSED SESSION – pursuant to N.C.G.S. 143-318.11(a)(6)

ADJOURNMENT

COMMISSIONERS’ UPCOMING MEETINGS/EVENTS:

Special Meeting (Opioid Allocation Agreement w/ Municipalities), Wednesday, October 5, 2:00pm
Sandhills Center Board, Tuesday, October 11, 7:00pm (Graham)
Pre-Agenda, Wednesday, October 12, 9:30am (Quis / Daeke)
Special Meeting (Unified Development Ordinance), Wednesday, October 12, 2:00pm
DSS Board, Monday, October 17, 5:30pm (Graham)
Regular Meeting, Tuesday, October 18, 5:30pm
Library Board, Wednesday, October 19, 3:30pm (Daeke)
Pre-Agenda, Wednesday, October 26, 9:30am (Quis / Graham)
Regular Meeting, Tuesday, November 1, 10:30am

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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, SEPTEMBER 20, 2022
REGULAR MEETING
The Moore County Board of Commissioners convened for a Regular Meeting at 5:30pm, Tuesday, September 20, 2022, in the Commissioners' Meeting Room of the Historic Courthouse, One Courthouse Square, Carthage, North Carolina.
Commissioners Present:
Chairman Frank Quis, Vice Chair Catherine Graham, Jerry Daeke, Nick Picerno, Otis Ritter
****
Chairman Quis called the meeting to order. Pastor Mike Garner of Emmanuel Baptist Church offered the invocation and Information Technology Director Chris Butts led the Pledge of Allegiance.
PUBLIC COMMENT PERIOD
The following offered comment: Vic Allen, Rick Scott.
Chairman Quis asked whether any commissioner had a conflict of interest concerning agenda items the Board would address in the meeting and there was none.
CONSENT AGENDA
Upon motion made by Commissioner Picerno, seconded by Commissioner Graham, the Board voted 5-0 to approve the following consent agenda items:
Minutes: September 6, 2022, Regular Meeting
Minutes: September 13, 2022, Special Meeting
Budget Amendments
Parks & Recreation Capital Project Ordinance Revision 7
Tax Releases/Refunds – August 2022
Resolution to Accept Final High Offer to Purchase LRK # 00051926
Transportation – FY23 Rural Operating Assistance Program (ROAP) Application
Public Works – Sole Source Purchase of Back-up Pump for Pump Station 10-3
Administration – Workforce Development Local Area Transfer Resolution

The budget amendments, capital project ordinance revision, tax releases/refunds resolutions, resolution accepting the offer to purchase, sole source form, and workforce development resolution are hereby incorporated as a part of these minutes by attachment as Appendices A, B, C, D, E, and F, respectively.

RECOGNITIONS

Winners of Governor's Award for Outstanding Volunteer Service

Department of Aging Director Terri Prots introduced winners of the Governor's Award for Outstanding Volunteer Service and those present came forward to be recognized: Amy Rotting, Nancy Boito, Daniel Rodgers, Martin Locklear, Terry Julius (not present), Gwen McCarty, Dan Woodall, Tamra Foster, Laurie O'Loughlin, Susan Southard.

PRESENTATIONS

Information Technology:

Information Technology Director Chris Butts, accompanied by Information Security Officer and Interim Information Technology Director Kay Ingram, provided presentations on the following.

County Information Security Program

Mr. Butts and Ms. Ingram provided a presentation on the County's information security. The presentation is hereby incorporated as a part of these minutes by attachment as Appendix G. Mr. Butts indicated that Ms. Ingram would bring a related item forward for the Board's approval the next month.
Regarding election security, Chairman Quis asked Elections Director Towanna Dixon, also present at the meeting, if she wanted to add anything. Ms. Dixon shared that the State Board of Elections did everything possible to ensure secure elections and she explained local processes and equipment. Commissioner Picerno inquired regarding audits comparing paper ballots to the machine tally and Ms. Dixon discussed that hand to eye counts were done and matched to the tape. Ms. Dixon further explained the process of uploading votes to the State system upon further questions from Commissioner Picerno. He asked if the thumb drive that was used to upload to the State system was retained, and Ms. Dixon said yes. Chairman Quis noted for the public that tallies were posted on the door of each precinct.
Commissioner Graham noted that the Register of Deeds – elect was present at the meeting, and she asked that a presentation be provided at the Board's next meeting regarding a new security program the department had implemented.

Broadband Updates

Mr. Butts provided a presentation to update the Board on broadband. The presentation is hereby incorporated as a part of these minutes by attachment as Appendix H. Commissioner Picerno inquired about areas that recently got fiber but were still on the list as in need of it and Mr. Butts indicated it was likely just a timing issue.

Mr. Butts shared that this would be his last week with the County as he had accepted employment with the Town of Chapel Hill, and he expressed his gratitude for his employment with Moore County and for the support he and his department had received over the years.

PUBLIC HEARINGS

Public Hearing/Tax – Proposed 2023 Schedule of Values

Tax Administrator Gary Briggs reviewed information regarding the Schedule of Values for the 2023 revaluation. Chairman Quis opened the duly advertised public hearing regarding this matter. There were no speakers. Chairman Quis closed the public hearing.

Public Hearing/Planning – Initial Zoning Request for RA-40 – Eastman Road

Planning Director Debra Ensminger presented a request for an initial zoning of Residential and Agricultural – 40 (RA-40) of a property on Eastman Road, which was removed from the Southern Pines extraterritorial jurisdiction (ETJ) by the North Carolina General Assembly at the request of the property owner.
Chairman Quis opened the duly advertised public hearing regarding this matter. Mr. Nick LaSala shared analysis of the proposed zoning for the property based on the Land Use Plan and his thoughts that RA-40 may not be the best scenario. Chairman Quis commented regarding his familiarity with the subject property and how it was difficult to implement the Land Use Plan on this parcel due to the legislation, which he asked Ms. Ensminger to elaborate upon. There was further discussion and Chairman Quis noted again the uniqueness of this particular property. He thanked Mr. LaSala for his sincere interest in understanding. There being no further speakers, Chairman Quis closed the public hearing.
Upon motion made by Commissioner Picerno, seconded by Commissioner Daeke, the Board voted 5-0 to adopt the Approval Moore County Board of Commissioners Land Use Plan Consistency Statement and authorize the Chairman to execute the document as required by North Carolina General Statute 160D-605. Upon motion made by Commissioner Picerno, seconded by Commissioner Daeke, the Board voted 5-0 to approve the initial zoning of the property identified as ParID 00037933 as Residential and Agricultural – 40 (RA-40) of approximately 8 acres owned by Madison Sloan, per Deed Book 5697, Page 277 in Moore County Tax Records. The consistency statement and Ms. Ensminger's staff report are hereby incorporated as a part of these minutes by attachment as Appendix I.

NEW BUSINESS

Property Management:

Request for Approval of Contract with Piedmont Trucks Center for the Purchase of Three New Vehicles

Property Management Director Gene Boles requested the Board's approval of a contract for the purchase of three new vehicles. Upon motion made by Commissioner Graham, seconded by Commissioner Ritter, the Board voted 5-0 to approve the contract with Piedmont Trucks Center for the purchase of three new vehicles in the amount of $133,449.30 and authorize the Chairman to sign.

Public Works:

Public Works Director Randy Gould presented the following items for the Board's consideration.

Request for Approval of Vass Sewer Phase 2 Application to the Local Government Commission

For the Vass Phase 2 Wastewater Collection System Expansion Project, Mr. Gould requested the Board adopt resolutions making a preliminary determination to proceed with revenue bonds and bond anticipation notes financing and stating facts supporting application for Local Government Commission (LGC) approval. Upon motion made by Commissioner Graham, seconded by Commissioner Ritter, the Board voted 5-0 to adopt the resolutions in the form presented. The resolutions are hereby incorporated as a part of these minutes by attachment as Appendix J.

Request for Award of Vass Phase 2 Construction Contracts

Mr. Gould asked the Board to award three construction contracts for the Vass Phase 2 Sewer Expansion Project. Upon motion made by Commissioner Graham, seconded by Commissioner Picerno, the Board voted 5-0 to award construction contracts for the Vass Phase 2 Wastewater Collection System Expansion project to the following contractors in the following amounts:

• Contract 1 to SKC, Inc. in the amount not to exceed $3,409,531.25
• Contract 2 to Temple Grading and Construction Company, Inc. in the amount not to exceed $2,484,000.00
• Contract 4 to Temple Grading and Construction Company, Inc. in the amount not to exceed $1,401,595.00

contingent upon approval by the County Attorney and authorize the Chairman to sign the Notice of Awards and execute the construction contracts when complete.

Upon motion made by Commissioner Ritter, seconded by Commissioner Picerno, the Board voted 5-0 to authorize the County Manager or his designee to sign construction change orders up to $50,000 each contingent upon approval by the County Attorney.

Request for Approval of Amendment No. 6 to Agreement with McGill Associates for Professional Services for the Vass Phase 2 Wastewater Collection System Expansion Project

Mr. Gould requested the Board to approve amendment 6 to the agreement with McGill Associate for professional services for the Vass Phase 2 Wastewater Collection System Expansion Project. Upon motion made by Commissioner Graham, seconded by Chairman Quis, the Board voted 5-0 to approve Amendment No. 6 in the amount of $36,375 to the Agreement with McGill Associates for the Vass Phase 2 Wastewater Collection System Expansion project contingent upon approval by the County Attorney.

Request for Authorization to Submit Vass and Pinehurst Water and Sewer Systems AIA Funding Application

Mr. Gould asked the Board to authorize Public Works to submit applications for Asset Inventory and Assessment (AIA) grants for the Vass and Pinehurst water and wastewater systems. Upon motion made by Commissioner Daeke, seconded by Commissioner Ritter, the Board voted 5-0 to authorize Moore County Public Works to submit applications for Asset Inventory and Assessment (AIA) grants for the Vass and Pinehurst water and wastewater systems.

Request for Authorization to Submit Vass Watermain Replacement Project Funding Application

Mr. Gould asked the Board to authorize Public Works to submit an application for State funding assistance for the Vass Watermain Replacement Project. Upon motion made by Commissioner Graham, seconded by Commissioner Daeke, the Board voted 5-0 to authorize Moore County Public Works to submit an application for State funding for the Vass Watermain Replacement Project.

Request for Approval of Atkinson Infrastructure Change Order No. 1 for Vass Waterline Improvement Project

Mr. Gould requested the Board's approval of a changer order for the Vass Water Line Improvement Project. Upon motion made by Commissioner Picerno, seconded by Commissioner Daeke, the Board voted 5-0 to execute Change Order Number 1 with Atkinson Infrastructure for the Vass Water Line Improvement Project (2022) in an amount not to exceed $44,910.00 contingent upon approval by the County Attorney and authorize the Chairman to sign.

It was noted that resolutions for the Board's approval were included with both of the grant application authorizations Mr. Gould had requested, and they required Board action. Upon motion made by Commissioner Daeke, seconded by Commissioner Picerno, the Board voted 5-0 to adopt the resolution for the Asset Inventory and Assessment (AIA) grants for the Vass and Pinehurst water and wastewater systems. The resolution is hereby incorporated as a part of these minutes by attachment as Appendix K. Upon motion made by Commissioner Picerno, seconded by Commissioner Daeke, the Board voted 5-0 to approve the resolution for the State funding assistance for the Vass Watermain Replacement Project. The resolution is hereby incorporated as a part of these minutes by attachment as Appendix L.

APPOINTMENTS

Aging Advisory Council

Upon motion made by Commissioner Picerno, seconded by Commissioner Graham, the Board voted 5-0 to appoint Larry White to a three-year term and to reappoint Susan Fink to a three-year term on the Aging Advisory Council.

Social Services Board

Upon motion made by Commissioner Daeke, seconded by Commissioner Picerno, the Board voted 5-0 to reappoint Commissioner Catherine Graham to the DSS Board for an additional three-year term expiring September 30, 2025.

COMMISSIONERS' COMMENTS

Commissioner Picerno expressed his appreciation to Information Technology Director Chris Butts. Commissioner Picerno shared that he was disturbed by some of the comments made during the zoning public hearing and he emphasized the importance of property owner rights.

Chairman Quis expressed his appreciation for Mr. Butts' service and professionalism and said he would be missed.

ADJOURNMENT

There being no further business, upon motion made by Commissioner Ritter, seconded by Commissioner Daeke, the Board voted 5-0 to adjourn the September 20, 2022, Regular Meeting of the Moore County Board of Commissioners at 7:33pm.

Francis R. Quis, Jr., Chairman

Laura M. Williams, Clerk to the Board

MEMORANDUM TO BOARD OF COMMISSIONERS:
FROM:
DATE:
SUBJECT:
PRESENTER:
REQUEST:
Caroline L. Xiong, Finance Director
09/26/2022
Budget Amendments
Caroline L. Xiong
Agenda Item: Meeting Date: 10/04/2022
Approve the attached budget amendments and accept any grant funds awarded to the County associated with the budget amendment.
BACKGROUND: The NC General Statutes provide for the County to make amendments to the budget during the fiscal year. The budget should be amended to reflect the changing financial opportunities and adjustments that occur after the budget
is adopted. Attached are detailed explanations of each amendment. The amendments are:
Department / Amount Sources of Revenue Justification Journal
Fund
1. Public Safety $9,109 EMS Sale of Capital Used towards purchase of a new 40001
mcrease Assets ambulance 2. Property $6,598 Insurance Used for repairs for County Vehicles 40002
Management mcrease Reimbursement 3. Fund 215 Fire $65,291 Appropriated Fund Down payment on the new Station #4 -40003 Protection Service mcrease Balance -Building Request from Cypress Pointe Fire District Fund Allowance Department 4. Fund 215 Fire $33,895 Appropriated Fund Payment for 2013 E-634 Ferrara Engine 40004 Protection Service mcrease Balance -Apparatus financed with First Bank -Request from District Fund Allowance Seven Lakes Fire Department
IMPLEMENTATION PLAN: NIA
FINANCIAL IMPACT STATEMENT: The overall effect is to increase/decrease the revenue and expenditures in the General Fund for $6,598, Public Safety/EMS Fund for $9,109, Fire Protection SVC District Fund for $99,186 and to authorize the County Manager to proceed with the amendments and any actions required as a result.
RECOMMENDATION SUMMARY:
Recommend a motion to approve the following budget amendments as stated and accept any grant funds awarded to the County associated with the budget amendment.
SUPPORTING ATTACHMENTS: The following budget amendments and supporting information are attached:
III.B.

Fiscal Year 2022/2023
Budget Line Item Number
Public Safety -EMS Sales of Capital Assets
Revenue 20018000 32910 Sale of Capital Assets
Expense 20048055 55401 Veh Purchase
Budgeted
Amount Increase/ Revised
630,320
(Decrease) Budget
9,109
9,109
9,109
639,429
Approved this ______ day of ______________ _, 2022
Frank Quis
Moore County Board of Commissioners
Laura Williams
Clerk to the Board
40001

Revenue
Expense
Fiscal Year 2022/2023
Budget Line Item
Number
Property Management -Insurance Reimbursement
10018000 36053 Insurance Proceeds
1004 7087 53872 Professional SVCS
Budgeted
Amount Increase/ Revised
14,377
83,060
(Decrease) Budget
6,598
6,598
20,975
89,658
Approved this ______ day of ______________ , 2022
Frank Quis
Moore County Board of Commissioners
Laura Williams
Clerk to the Board
40002

Fiscal Year 2022/2023
Budget Line Item
Number
Budgeted
Amount Increase/ Revised
(Decrease) Budget
Fund 215 Fire Commission/Cypress Pointe Fire Department -Appropriated Fund
Balance
Revenue 21519000 32950 Appropriated Fund Balance
Expense 21555500 56085 Cypress Pointe Fire CY Tax
59,094
741,801
65,291
65,291
Approved this ______ day of ______________ , 2022
Frank Quis
Moore County Board of Commissioners
Laura Williams
Clerk to the Board
40003
124,385
807,092

Budget Amendment Staff Report

Department: Fund 215 Fire Commission/Cypress Pointe Fire Department

Increase or Decrease of Amount of Funding: Increase of $65,291 from Building Allowance for the down payment on the new Station #4. This was approved by the Fire Commission on September 8, 2022. The total request is for $115,935, of which $65,291 will come from the Fund Balance in Building Reserves and the balance of $50,644 will be a budget transfer from the current fiscal year 2023 budget. The BT will be completed once the BA is approved.

Source(s) of Funding:

21555500 56085 Cypress Pointe Fire INCREASE $65,291

21519000 32950 Appropriated Fund Balance-Building Allowance INCREASE $65,291

Justification (please be specific):

Minutes from September 8, 2022, Meeting for approval by the Fire Commission:

Cypress Pointe Fire and Rescue presented a letter of intent at the September 9, 2021, meeting to build a new substation at 295 Youngs Road, Vass, NC. Total purchase price for the land and construction is $1,823,647. Cypress Pointe is requesting a one-time capital expenditure request in the amount of $115,935 reimburse the department for some the debts incurred so far in the building process and to start making payments, the remaining $1,769,700 will be financed with First Bank for an initial term of (10)years at an interest rate of (1.890) percent with an annual payment of $106,595.04. A motion was made and seconded to approve the capital expenditure request. Motion carried unanimously.

The balance left in reserve in Fund 215 for Cypress Pointe is as follows (after this transaction): $0.00 in Building Reserve $247,184 in Apparatus Reserve Total in Reserve for Cypress Pointe Fire $247,184

Fiscal Year 2022/2023
Budget Line Item
Number
Budgeted
Amount Increase/
(Decrease)
Fund 215 Fire Commission/Seven Lakes Fire Department -Appropriated Fund
Balance
Revenue 21519000 32950 Appropriated Fund Balance
Expense 21555500 56034 Seven Lakes Current Year Tax
59,094
275,914
33,895
33,895
Approved this ______ day of _______________ , 2022
Frank Quis
Moore County Board of Commissioners
Laura Williams
Clerk to the Board
40004
Revised
Budget
92,989
309,809

Minutes from September 8, 2022, Meeting for approval by the Fire Commission:

Seven Lakes Fire and Rescue presented a letter of intent at the July 8 2021 meeting to purchase a 2013 Ferrara Engine to replace the current Engine 634. Total purchase price for the engine is $335,000 of this total $101,000 was disbursed from capital escrow funds in March 2022 for the down payment leaving the balance of $234 000 which is financed with First Bank for {8) years at an interest rate of (3.250) percent. Seven Lakes is requesting $33,895 from capital escrow for annual payment. A motion was made and seconded to approve the reoccurring debt request. Motion carried unanimously.

The balance left in reserve in Fund 215 for Seven Lakes is as follows (after this transaction):

$51,659 in Building Reserve

$83,963 in Apparatus Reserve

Total in Reserve for Seven Lakes Fire $135,622

III.C.

Agenda Item:
Meeting Date:
MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:
FROM: Laura M. Williams, Clerk
DATE: 09/23/2022
SUBJECT: Amendment to Regular Meeting Schedule
REQUEST:
Amend FY23 Regular Meeting Schedule.
BACKGROUND:
The two regularly scheduled meetings in January 2023 each follow a holiday. There is a fifth Tuesday in January 2023 which would allow these two meetings to be rescheduled to the second and fourth Tuesdays rather than the first and third Tuesdays without disrupting the rest of the FY23 meeting schedule.
FINANCIAL IMPACT:
None
IMPLEMENTATION PLAN:
If approved, the Clerk will advertise the amended schedule as required.
RECOMMENDATION SUMMARY:
Make a motion to adopt the attached Resolution Amending the FY2023 Regular Meeting Schedule for the Moore County Board of Commissioners.
ATTACHMENTS:
Resolution
III.D.
10/04/2022

A RESOLUTION TO AMEND THE REGULAR MEETING SCHEDULE FOR THE MOORE COUNTY BOARD OF COMMISSIONERS FOR FISCAL YEAR 2023

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

WHEREAS, a regular meeting schedule for FY23 was established by a resolution of the Board adopted on May 16, 2022; and

WHEREAS, the two regularly scheduled meetings in January 2023 each follow holidays; and

WHEREAS, the month of January 2023 contains five Tuesdays such that the two regular meetings that month could each be held a week later without otherwise disrupting the FY23 schedule; and

NOW THEREFORE BE IT RESOLVED that the Moore County Board of Commissioners hereby amends its FY23 Regular Meeting Schedule to reschedule the January 3, 2023, 10:30am Regular Meeting to January 10, 2023, at 10:30am and to reschedule the January 17, 2023, 5:30pm Regular Meeting to January 24, 2023, at 5:30pm, and to reschedule all pre-agenda deadlines and meetings one week later than currently scheduled accordingly. The FY23 Regular Meeting schedule will otherwise remain as adopted on May 16, 2022.

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

This the 4th day of October 2022.

____

Francis R. Quis, Jr.
Chairman

____

Laura M. Williams
Clerk to the Board

Agenda Item:

Meeting Date: October 4, 2022

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Sonia Biggs

Transportation Director

DATE: September 9, 2022

SUBJECT: FY23 5311 Community Transportation Program

Grant Agreement

PRESENTER: Sonia Biggs

REQUEST:

Request the Board of County Commissioners to approve the FY23 53ll Community Transportation Program Grant Agreement between Moore County Transportation Services and North Carolina Department of Transportation.

BACKGROUND:

On October 19, 2021, the Board of Commissioners approved Moore County Transportation Services' application request for FY23 5311 Community Transportation Grant in the amount of $310,084.00. Admin amount is $310,084.00.

IMPLEMENTATION PLAN:

The FY23 5311 Community Transportation Grant Agreement will be returned to North Carolina Department of Transportation Public Transportation Division upon approval.

FINANCIAL IMPACT STATEMENT:

The FY23 5311 Community Transportation Grant admin funding is $310,084.00. The admin funding includes: 80% Federal portion $248,067.00, 5% State portion $15,504.00, and a 15% local match of $46,513.00. The local match portion will be covered through contract revenues.

RECOMMENDATION SUMMARY:

Make a motion to approve the FY23 5311 Community Transportation Grant Agreement between Moore County Transportation Services and North Carolina Department of Transportation and allow the Chairman to sign all associated documents pertaining to this request.

SUPPORTING ATTACHMENTS:

FY23 5311 Community Transportation Program Grant Agreement

III.E.

INSTRUCTIONS FOR EXECUTING GRANT AGREEMENTS
PUBLIC BODY GRANTEES

Included in this correspondence is an electronic file in a PDF format of the grant agreement(s) to be executed between the local grant recipient and the North Carolina Department of Transportation.

1. The person officially authorized by resolution of the governing body to accept the department's offer of financial assistance should electronically sign each agreement where indicated. The signature must be witnessed. Stamped signatures are not acceptable.

2. Enter your agency's Federal Tax ID Number and Fiscal Year-End on the signature page. Complete the section on the table for Contract Administrators: For the Contractor: "If Delivered by US Postal Service" and "If Delivered by Any Other Means".

3. Do not date the agreements. This will be done upon execution by the department.

4. Return 1 copy within thirty (30) days via DocuSign.

A fully executed agreement will be returned to you via email and will be available for review in EBS upon the approval of your Agreement.

In the event the contract cannot be returned within thirty (30) days, please call me immediately at (919) 707-4672.

Please note that the department cannot reimburse the grant recipient for any eligible project expenses until the agreements are fully executed.

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION
ROY COOPER J. ERIC BOYETTE
GOVERNOR SECRETARY
Mailing Address: NC DEPARTMENT OF TRANSPORTATION INTEGRATED MOBILITY DIVISION 1550 MAIL SERVICE CENTER RALEIGH, NC 27699-1550
Telephone: 919-707-2600 Fax: 919-733-1391 Customer Service: 1-877-368-4968
Website : www.ncdot.gov
Location: 1 SOUTH WILMINGTON STREET RALEIGH, NC 27601

August 30, 2022 Mr. Frank Quis, Chairman Moore County P.O. Box 905 Carthage, North Carolina 28327-0905
RE: FY23 Community Transportation Program (Section 5311) Project No. 23-CT-062 WBS Element No: 36233.74.23.1 (Admin)
Period of Performance: 7/1/2022 -6/30/2023 Dear Mr. Quis:

On February 2, 2022, the Board of Transportation approved your organization's request for an FY23 Community Transportation Grant in the amount of $310,084. The agreement to be executed between Moore County and NCDOT is enclosed. The individual authorized to enter into this agreement for the financial assistance on behalf of your agency will sign the agreement. Please provide a copy of the agreement to all parties that will be involved in the administration of the grant, and request that the agreement be reviewed carefully. Instructions for completion of the grant agreement process are enclosed. Please refer to Section 6b of the grant agreement that requires sub-recipients to submit monthly or quarterly requests for reimbursement.

If you have any question related to the grant agreement, please contact Myra Freeman, Financial Manager at 919-707-4672 or your assigned Accounting Specialist. In any correspondence, please reference your assigned project number, WBS element, Agreement number and period of performance referenced on this letter. Sincerely,

Ryan Brumfield Director

RB\mf Attachments

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
and
MOORE COUNTY

PUBLIC TRANSPORTATION GRANT AGREEMENT FOR
COMMUNITY TRANSPORTATION RURAL FORMULA GRANT PROGRAM

Federal Award Identification

Application Number: 1000012526
NCDOT Project Number: 23-CT-062
Approved Indirect Cost Rate: N/A
FAIN Number(s): NC-2022-034-00
CFDA Number: 20.509
DUNS Number / UEI Number: 050988146 / HFNSK95FS7Z8
Total Amount of Award: $310,084

Federal Funded Programs:

- 5303 Metropolitan Planning Grant
- 5307 Urbanized Area Formula Grant
- 5310 Enhanced Mobility of Seniors & Individuals with Disabilities Grant
- 5311 Community Transportation Rural Formula Grant
- 5311 Appalachian Development Transit Assistance Grant
- 5311f Intercity Bus Grant
- 5316 Job Access Reverse Commute Grant
- 5317 New Freedom Grant
- 5339 Bus and Bus Facility Grant

THIS AGREEMENT made this the _______day of _______________, 20___, (hereinafter referred to as AGREEMENT) by and between the NORTH CAROLINA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as "Department", an agency of the State of North Carolina) and MOORE COUNTY, (acting in its capacity as the grant recipient hereinafter referred to as the "Subrecipient" and together with Department as “Parties”).

1. Purpose of Agreement

The purpose of this Agreement is to provide for the undertaking of nonurbanized and small urban public transportation services as described in the project application (hereinafter referred to as "Project") and to state the terms and conditions as to the manner in which the Project will be undertaken and completed. This Agreement contains the entire agreement between the parties and there are no understandings or agreements, verbal or otherwise, regarding this Agreement except as expressly set forth herein. This Agreement is solely for the benefit of the identified parties to the Agreement and is not intended to give any rights, claims, or benefits to third parties or to the public at large.

2. Availability of Funds All terms and conditions of this Agreement are dependent upon, and, subject to the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

3. Period of Performance

This Agreement shall commence upon the date of execution with a period of performance for all expenditures that extends from July 1, 2022 to June 30, 2023. Any requests to change the Period of Performance must be made in accordance with the policies and procedures established by the Department or FTA. The Subrecipient shall commence, carry on, and complete the approved Project in a sound, economical, and efficient manner.

4. Project Implementation

a. Scope of Project. Moore County Transportation will use funds for administrative costs related to rural community transportation services.

b. The Subrecipient shall undertake and complete the project in accordance with the procedures, terms, and conditions herein and as included in the related grant application for financial assistance, the terms of which are incorporated by reference.

c. Amendment. Any amendment to this Agreement shall be done in writing and in accordance with established policies and procedures and only by mutual
consent of the Parties.
5. Cost of Project/Project Budget   The total cost of the Project approved by the Department is THREE HUNDRED TEN THOUSAND EIGHTY-FOUR DOLLARS ($310,084) as Attachment A. The Department
shall provide, from Federal and State funds, the percentages of the actual net cost of the Project as indicated below, not in excess of the identified amounts for eligible Administrative, Operating, and Capital expenses. The Subrecipient hereby agrees that it will provide the percentages of the actual net cost of the Project, as indicated below, and
any amounts in excess of the Department's maximum (Federal plus State shares)
contribution. The net cost is the price paid minus any refunds, rebates, or other items of value received by the Subrecipient which have the effect of reducing the actual cost.
Administration WBS Administration Total Administration Federal (80%) Administration State (5%) Administration Local (15%) 36233.74.23.1 $310,084 $248,067 $15,504 $46,513
Agreement #
Project Total Project Total Project Total Federal Project Total State Project Total Local
$310,084 $248,067 $15,504 $46,513

6. Project Expenditures, Payments, and Reimbursement a. General. The Department, utilizing available state and federal funds, shall
reimburse the Subrecipient for allowable costs for work performed under the terms of this Agreement. b. Reimbursement Procedures. The Subrecipient shall submit for reimbursement
all eligible costs incurred within the agreement Period of Performance.

i. Claims for reimbursement shall be made no more than monthly or less than quarterly, using the State's grant system, Enterprise Business Services (EBS) Partner Application.
ii. All requests for reimbursement must be submitted within (30) days following the end of the project's reporting period. Any Subrecipient that fails to submit a request for reimbursement for the first two quarters of agreement fiscal year by January 31 or the last two quarters by July 31 will forfeit its ability to receive reimbursement for those periods.

iii. All payments issued by the Department will be on a reimbursable basis unless the Subrecipient requests and the Department approves an
advance payment.

iv. Supporting documentation for proof of payment may be requested.   c. Subrecipient Funds. Prior to reimbursement, the Subrecipient shall provide the Department with proof that the Subrecipient has met its proportionate share of
project costs from sources other than FTA or the Department. Any costs for work not eligible for Federal and State participation shall be financed one hundred percent (100%) by the Subrecipient.
d. Operating Expenditures. In order to assist in financing the operating costs of
the project, the Department shall reimburse the Subrecipient for the lesser of the following when providing operating assistance: i. The balance of unrecovered operating expenditures after deducting all farebox revenue, or
ii. The percentage specified in the Approved Project Budget of the allowable total operating expenditures which shall be determined by available funding.
e. Travel Expenditures. The Subrecipient shall limit reimbursement for meals,
lodging and travel to rates established by the State of North Carolina Travel Policy. Costs incurred by the Subrecipient in excess of these rates shall be borne by the Subrecipient.
f. Allowable Costs. Expenditures made by the Subrecipient shall be reimbursed as allowable costs to the extent they meet all of the requirements set forth below. They must be:
i. Consistent with the Project Description, plans, specifications, and
Project Budget and all other provisions of this Agreement ii. Necessary in order to accomplish the Project iii. Reasonable in amount for the goods or services purchased
iv. Actual net costs to the Subrecipient, i.e., the price paid minus any refunds (eg, refundable sales and use taxes pursuant to NCGS 105-164.14), rebates, or other items of value received by the Subrecipient
that have the effect of reducing the cost actually incurred

v. Incurred (and be for work performed) within the period of performance and period covered of this Agreement unless specific authorization
from the Department to the contrary is received

vi. Satisfactorily documented vii. Treated uniformly and consistently under accounting principles and procedures approved or prescribed by the Department
g. Excluded Costs. The Subrecipient understands and agrees that, except to the extent the Department determines otherwise in writing, the Department will exclude:

i. Any Project cost incurred by the Subrecipient before the period of
performance of the agreement, ii. Any cost that is not included in the latest Approved Project Budget,
iii. Any cost for Project property or services received in connection with a third-party contract, sub-agreement, lease, or other arrangement that is required to be, but has not been, concurred in or approved in writing by the Department, and

iv. Any cost ineligible for FTA participation as provided by applicable
Federal or State laws, regulations, or directives. h. Final Allowability Determination. The subrecipient understands and agrees that payment to the subrecipient on any Project cost does not constitute the Federal
or State Government's final decision about whether that cost is allowable and eligible for payment and does not constitute a waiver of any violation by the subrecipient of the terms of this Agreement. The subrecipient acknowledges that the Federal or State Government will not make a final determination about
the allowability and eligibility of any cost until an audit of the Project has been
completed. If the Federal or State Government determines that the subrecipient
is not entitled to receive any portion of the Federal or State assistance the subrecipient has requested or provided, the Department will notify the Subrecipient in writing, stating its reasons. The Subrecipient agrees that Project closeout will not alter the Subrecipient's responsibility to return any funds due
the Federal or State Government as a result of later refunds, corrections, or other transactions; nor will Project closeout alter the Federal or State Government's right to disallow costs and recover funds on the basis of a later audit or other review. Unless prohibited by Federal or State law or regulation,
the Federal or State Government may recover any Federal or State assistance
funds made available for the Project as necessary to satisfy any outstanding
monetary claims that the Federal or State Government may have against the Subrecipient.

i. Federal or State Claims, Excess Payments, Disallowed Costs, Including
Interest.
i. Subrecipient's Responsibility to Pay. Upon notification to the Subrecipient that specific amounts are owed to the Federal or State Government, whether for excess payments of Federal or State assistance, disallowed costs, or funds recovered from third parties or
elsewhere, the Subrecipient agrees to remit to the Department promptly the amounts owed, including applicable interest and any penalties and administrative charges within 60 days of notification.
ii. Interest Paid to the Department. The Subrecipient agrees to remit to the
Department interest owed as determined in accordance with NCGS § 147-86.23. iii. Interest and Fees Paid on Federal Funds. For amounts owed by the Subrecipient to the Federal Government, whether for excess payments of Federal assistance, disallowed costs, or funds recovered from third parties or elsewhere, the Subrecipient agrees to remit to the Federal Government promptly the amounts owed, including applicable interest, penalties and administrative charges as established by the Federal
Transit Authority Master Agreement with NCDOT.
j. De-obligation of Funds. The Subrecipient agrees that the Department may de-obligate unexpended Federal and State funds for grants that are inactive for six months or more.
k. Project Closeout. Project closeout occurs when the Department issues the final project payment or acknowledges that the Subrecipient has remitted the proper refund. The Subrecipient agrees that Project closeout by the Department does not invalidate any continuing requirements imposed by this Agreement.
7. Accounting Records
a. Establishment and Maintenance of Accounting Records. The Subrecipient shall establish and maintain separate accounts for the public transportation program, either independently or within the existing accounting system. All costs charged to the program shall be in accordance with most current approved Project
Budget and shall be reported to the Department in accordance with NCDOT Uniform Public Transportation Accounting System (UPTAS) guide. b. Documentation of Project Costs. All costs charged to the Project, including any
approved services performed by the Subrecipient or others, shall be supported
by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and propriety of the charges.

8. Reporting, Record Retention, and Access

a. Progress Reports. The Subrecipient shall advise the Department, through EBS, regarding the progress of the Project at a minimum quarterly, and at such time and in such a manner as the Department may require. Such reporting and documentation may include, but not be limited to: operating statistics, equipment usage, meetings, progress reports, and monthly performance reports. The Subrecipient shall collect and submit to the Department such financial statements, data, records, contracts, and other documents related to the Project as may be deemed necessary by the Department. Reports shall include narrative and financial statements of sufficient substance to be in conformance with the reporting requirements of the Department. Progress reports throughout the useful life of the project equipment shall be used, in part, to document utilization of the project equipment. Failure to fully utilize the project equipment in the manner directed by the Department shall constitute a breach of contract, and after written notification by the Department, may result in termination of the Agreement or any such remedy as the Department deems appropriate.

b. Failure to comply with grant reporting and compliance guidelines set forth in the NCDOT PTD State Management Plan could result in financial penalties up to and including loss of current and future grant funding.

c. Record Retention. The Subrecipient and its third party subrecipients shall retain all records pertaining to this Project for a period of five (5) years from the date of final payment to the Subrecipient, or until all audit exceptions have been resolved, whichever is longer.

d. Project Closeout. The Subrecipient agrees that Project closeout does not alter the reporting and record retention requirements of this Agreement.

e. State Auditor Oversight. The Subrecipient agrees to audit oversight by the Office of the State Auditor, to provide the Office of the State Auditor with access to accounting records, and to make available any audit work papers in the possession of any auditor of the Subrecipient.

f. Financial Reporting and Audit Requirements. In accordance with 09 NCAC 03M.0205, all reports shall be filed with the Department in the format and method specified by the agency no later than three (3) months after the end of the recipient's fiscal year, unless the same information is already required through more frequent reporting. Audit Reports must be provided to the funding agency no later than nine (9) months after the end of the recipient's fiscal year.   g. Parts Inventory. Financial audits must address parts inventory management.

h. Third Party Loans. Within 30 days of receipt, the Subrecipient shall disclose to the Department any loans received from a local government entity or other entity not party to this agreement.

i. Audit Costs. Unless prohibited by law, the costs of audits made in accordance with Title 2 CFR 200, Subpart F "Audit Requirements" are allowable charges to State and Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined in Title 2 CFR 200, Subpart E "Cost Principles." The cost of any audit not conducted in accordance with Title 2 CFR 200 and NCGS§ 159-34 is unallowable and shall not be charged to State or Federal grants.

9. Compliance with Laws and Regulations

a. No terms herein shall be construed in a manner that conflicts with the rules and regulations of the Department or with state or federal law. b. The Subrecipient agrees to comply with all applicable state and federal laws and regulations, including titles 09 NCAC 3M and 19A NCAC 5B, as amended. 10. Conflicts of Interest Policy

The subrecipient agrees to file with the Department a copy of the subrecipient's policy addressing conflicts of interest that may arise involving the subrecipient's management employees and the members of its board of directors or other governing body. The subrecipient's policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the subrecipient's employees or members of its board or other governing body, from the subrecipient's disbursing of State funds, and shall include actions to be taken by the subrecipient or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. The conflicts of interest policy shall be filed with the Department prior to the Department disbursing funds to the subrecipient.

Prohibition on Bonus or Commission Payments

The Subrecipient affirms that it has not paid and will not pay any bonus or commission to any party to obtain approval of its Federal or State assistance application for the Project. 11. Tax Compliance Certification

The Subrecipient shall complete and submit to the Department a sworn written statement pursuant to NCGS 143C-6-23(c), stating that the Subrecipient does not have any overdue tax debts, as defined by GS 105-243.1, at the Federal, State, or local level. The Subrecipient acknowledges that the written statement must be submitted to the Department prior to execution of this Agreement and disbursement of funds. The certification will be incorporated into this Agreement as Attachment B.

12. Assignment

a. Unless otherwise authorized in writing by the Department, the Subrecipient shall not assign any portion of the work to be performed under this Agreement, or execute any contract, amendment, or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the Department.

b. The Subrecipient agrees to incorporate the terms of this agreement and any applicable State or Federal requirements into written third-party contracts, sub-agreements, and leases, and to take the appropriate measures necessary to ensure that all Project participants comply with applicable Federal and State laws, regulations, and directives affecting their performance, except to the extent the Department determines otherwise in writing.

13. Hold Harmless.

Except as prohibited or otherwise limited by law, the Subrecipient agrees to indemnify, save, and hold harmless the Department, the State of North Carolina and the United States of America and its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Subrecipient of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Project.

14. Real Property, Equipment, and Supplies.

Federal or State Interest. The Subrecipient understands and agrees that the Federal or State Government retains an interest in any real property, equipment, and supplies financed with Federal or State assistance (Project property) until, and to the extent, that the Federal or State Government relinquishes its Federal or State interest in that Project property. NCDOT shall be informed and included in all ribbon cuttings / dedications / groundbreakings. With respect to any Project property financed with Federal or State assistance under this Agreement, the Subrecipient agrees to comply with the following provisions, except to the extent FTA or the Department determines otherwise in writing:

a. Use of Project Property. The Subrecipient agrees to maintain continuing control of the use of Project property. The Subrecipient agrees to use Project property for appropriate Project purposes (which may include joint development purposes that generate program income, both during and after the award period and used to support public transportation activities) for the duration of the useful life of that property, as required by FTA or the Department. Should the Subrecipient unreasonably delay or fail to use Project property during the useful life of that property, the Subrecipient agrees that it may be required to return the entire amount of the Federal and State assistance expended on that property. The

Subrecipient further agrees to notify the Department immediately when any Project property is withdrawn from Project use or when any Project property is used in a manner substantially different from the representations the Subrecipient has made in its Application or in the Project Description for this Agreement for the Project. In turn, the Department shall be responsible for notifying FTA.
b. Maintenance and Inspection of Vehicles. The Subrecipient shall maintain vehicles at a high level of cleanliness, safety, and mechanical soundness in accordance with the minimum maintenance requirements recommended by the manufacturer and comply with the Department's State Management Plan ("SMP"). The Subrecipient shall register all vehicle maintenance activities into the Department's Asset Management System (AssetWorks) or an electronic version of same. The Department shall conduct frequent inspections to confirm proper maintenance pursuant to this subsection and the SMP. The Subrecipient shall collect and submit to the Department at such time and in such manner as it may require information for the purpose of the Department's Asset Management System (AssetWorks) and the Transit Asset Maintenance ("TAM") Plan.
c. Maintenance and Inspection of Facilities and Equipment. The Subrecipient shall maintain any Project facility, including any and all equipment installed into or added on to the facility as part of the Project, in good operating order and at a high level of cleanliness, safety and mechanical soundness in accordance with good facility maintenance and upkeep practices and in accordance with the minimum maintenance requirements recommended by the manufacturer for all equipment installed in or added to the facility as part of the Project. Such maintenance shall be in compliance with applicable Federal and state regulations or directives that may be issued, except to the extent that the Department determines otherwise in writing. The Subrecipient shall document its maintenance program in a written plan. The Department shall conduct inspections as it deems necessary to confirm proper maintenance on the part of the Subrecipient pursuant to this subsection and SMP. Such inspections may or may not be scheduled ahead of time but will be conducted such that they shall not significantly interfere with the ongoing and necessary functions for which the Project was designed. The Subrecipient shall make every effort to accommodate such inspections by the Department in accordance with the Department's desired schedule for such inspections.
d. The Subrecipient shall collect and submit to the Department at such time and in such manner as the Department may require information for the purpose of updating the TAM Plan Inventory and any and all other reports the Department deems necessary. The Subrecipient shall also maintain and make available to the Department upon its demand all documents, policies, procedures, purchase orders, bills of sale, internal work orders and similar items that demonstrate the Subrecipient's maintenance of the facility in good operating order and at a high level of cleanliness, safety and mechanical soundness.
e. Incidental Use. The Subrecipient agrees that any incidental use of Project property will not exceed that permitted under applicable laws, regulations, and directives.

f. Title to Vehicles. The Certificate of Title to all vehicles purchased under the Approved Budget for this Project shall be in the name of the Subrecipient. The
Department’s Public Transportation Division shall be recorded on the Certificate of
Title as first lien-holder. In the event of project termination or breach of contract
provisions, the Subrecipient shall, upon written notification by the Department, surrender Project equipment and/or transfer the Certificate(s) of Title for Project equipment to the Department or the Department's designee within 30 days of request.
g. Encumbrance of Project Property. The Subrecipient agrees to maintain satisfactory continuing control of Project property as follows:
(1) Written Transactions. The Subrecipient agrees that it will not execute any transfer of title, lease, lien, pledge, mortgage, encumbrance, third party
contract, subagreement, grant anticipation note, alienation, innovative
finance arrangement (such as a cross border lease, leveraged lease, or
otherwise), or any other obligation pertaining to Project property, that in any way would affect the continuing Federal and State interest in that Project property.
(2) Oral Transactions. The Subrecipient agrees that it will not obligate itself in
any manner to any third party with respect to Project property.
(3) Other Actions. The Subrecipient agrees that it will not take any action adversely affecting the Federal and State interest in or impair the Subrecipient's continuing control of the use of Project property.
h. Alternative Use, Transfer, and Disposition of Project Property. The Subrecipient
understands and agrees any alternative uses, transfers, or disposition of project property must be approved by the Department and done in accordance with Departmental procedures.   i. Insurance Proceeds. If the Subrecipient receives insurance proceeds as a result
of damage or destruction to the Project property, the Subrecipient agrees to: (1) Apply those insurance proceeds to the cost of replacing the damaged or destroyed Project property taken out of service, or
(2) Return to the Department an amount equal to the remaining Federal and
State interest in the damaged or destroyed Project property.
j. Misused or Damaged Project Property. If any damage to Project property results from abuse or misuse occurring with the Subrecipient 's knowledge and consent, the Subrecipient agrees to restore the Project property to its original condition or refund the value of the Federal and State interest in that property, as the
Department may require.

k. Responsibilities after Project Closeout. The Subrecipient agrees that Project closeout by the Department will not change the Subrecipient's Project property management responsibilities, and as may be set forth in subsequent Federal and State laws, regulations, and directives, except to the extent the Department determines otherwise in writing.

15. Insurance

The Subrecipient shall be responsible for protecting the state and/or federal financial interest in the facility construction/renovation and equipment purchased under this Agreement throughout the useful life. The Subrecipient shall provide, as frequently and in such manner as the Department may require, written documentation that the facility and equipment are insured against loss in an amount equal to or greater than the state and/or federal share of the real value of the facility or equipment. Failure of the Subrecipient to provide adequate insurance shall be considered a breach of contract and, after notification may result in termination of this Agreement. In addition, other insurance requirements may apply. The Subrecipient agrees to comply with the insurance requirements normally imposed by North Carolina State and local laws, regulations, and ordinances, except to the extent that the Department determines otherwise in writing.

16. Termination

a. Either party may terminate the Agreement by providing 60 days written notice to the other party, or as otherwise permitted by law.

b. Should the Subrecipient terminate the Agreement without the concurrence of the Department, the Subrecipient shall reimburse the Department one hundred percent (100%) of all costs expended by the Department and associated with the work.

17. Additional Repayment Requirements and Remedies

a. The repayment requirements and remedies addressed in this Paragraph are in addition to those repayment requirements and other remedies set forth elsewhere in this Agreement, including the requirements to repay unspent funds. No remedy conferred or reserved by or to the Department is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy provided for in this Agreement, or now or hereinafter existing at law, in equity, or by statute, and any such right or power may be exercised from time to time and as often as may be deemed expedient.

b. If there is a breach of any of the requirements, covenants or agreements in this Agreement (including, without limitation, any reporting requirements), or if there are any representations or warranties which are untrue as to a material fact in this Agreement or in relation to the Project (including the performance thereof), the Subrecipient agrees that the Department may require repayment from the Subrecipient of an amount of funds to be determined in the Department's sole discretion but not to exceed the amount of funds the Subrecipient has already received under this Agreement.

18. Civil Rights and Equal Opportunity Under this Agreement, the Subrecipient shall at all times comply with the requirements included as part of this agreement in the Federal Terms and Conditions.

19. Choice of Law and Venue

This agreement is to be interpreted according to the laws of the State of North Carolina. The Parties hereby agree that the proper venue for any claims filed as a result of this Agreement shall be the Superior Court of Wake County, North Carolina.

20. Severability

If any provision of the FTA Master Agreement or this Agreement for the Project is determined invalid, the remainder of that Agreement shall not be affected if that remainder would continue to conform to the requirements of applicable Federal or State laws or regulations.

21. Incorporated Terms and Conditions

In addition to the Terms and Conditions contained in this agreement and the terms and conditions included in the grant application, which are hereby incorporated by reference, additional terms and conditions incorporated by reference into this agreement are checked below.

Federal Terms and Conditions, Attached

22. Federal Terms and Conditions
State Management Plan. The State Management Plan for Federal and State Transportation Programs and any subsequent amendments or revisions thereto, are herewith incorporated by reference, and are on file with and approved by the Department. Nothing shall be construed under the terms of this Agreement by the Department or the Subrecipient that shall cause any conflict with Department, State, or Federal statutes, rules, or regulations.
Allowable Costs. Eligible costs are those costs attributable to and allowed under the FTA program and the provisions of 2 CFR Parts 200 and 1201, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."
No Federal Government Obligations to Third Parties. The Subrecipient acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Subrecipient or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Agreement.
The Subrecipient agrees to include the above clause in each contract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.
Program Fraud and False or Fraudulent Statements or Related Acts. The Subrecipient acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to its actions pertaining to this project. Upon execution of the underlying Agreement, the Subrecipient certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Agreement or the FTA assisted project for which this Agreement work is being performed. In addition to other penalties that may be applicable, the Subrecipient further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Subrecipient to the extent the Federal Government deems appropriate.
The Subrecipient also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 USC chapter 53, the Government reserves the right to impose the penalties of 18 USC § 1001 and 49 USC § 5323(l) on the Subrecipient, to the extent the Federal Government deems appropriate.

The Subrecipient agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Access to Records and Reports.

a. Record Retention. The Subrecipient will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the Agreement, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.

c. Access to Records. The Subrecipient agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this Agreement as reasonably may be required.

d. Access to the Sites of Performance. The Subrecipient agrees to permit FTA and its contractors access to the sites of performance under this Agreement as reasonably may be required.

Federal Changes. The Subrecipient agrees to comply with all applicable federal requirements and federal guidance. All the standards or limits included in this agreement are minimum requirements. The federal requirements and guidance that applied at the time of the award this Agreement may be modified from time to time, and the modifications will apply to the Subrecipient.

Civil Rights and Equal Opportunity. Under this Agreement, the Subrecipient shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. Nondiscrimination. In accordance with Federal transit law at 49 USC § 5332, the Subrecipient agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Subrecipient agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 USC § 2000e et seq., and Federal transit laws at 49 USC § 5332, the Subrecipient agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 USC § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 USC § 2000e note. The Subrecipient agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such

action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Subrecipient agrees to comply with any implementing requirements FTA may issue.

3. Age. In accordance with the Age Discrimination in Employment Act, 29 USC §§ 621634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 CFR part 1625, the Age Discrimination Act of 1975, as amended, 42 USC § 6101 et seq., U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 CFR part 90, and Federal transit law at 49 USC § 5332, the Subrecipient agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Subrecipient agrees to comply with any implementing requirements FTA may issue.

4. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794, the Americans with Disabilities Act of 1990, as amended, 42 USC § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 USC § 4151 et seq., and Federal transit law at 49 USC § 5332, the Subrecipient agrees that it will not discriminate against individuals on the basis of disability. In addition, the Subrecipient agrees to comply with any implementing requirements FTA may issue.

Disadvantaged Business Enterprises. It is the policy of the North Carolina Department of Transportation that Disadvantaged Business Enterprises (DBEs) as defined in 49 CFR Part 26 shall have the equal opportunity to compete fairly for and to participate in the performance of contracts financed in whole or in part by Federal Funds. The Subrecipient is also encouraged to give every opportunity to allow DBE participation in Supplemental Agreements. The Subrecipient, subconsultant, and subcontractor shall not discriminate on the basis of race, religion, color, national origin, age, disability or sex in the performance of this contract. The Subrecipient shall comply with applicable requirements of 49 CFR Part 26 in the award and administration of federally assisted contracts. Failure by the Subrecipient to comply with these requirements is a material breach of this contract, which will result in the termination of this contract or such other remedy, as the Department deems necessary.

When payments are made to Disadvantaged Business Enterprise (DBE) Subrecipients, including material suppliers, Subrecipients at all levels (Subrecipient, Subconsultant or Subrecipient) shall provide the Contract Administrator with an accounting of said payments. The accounting shall be listed on the Department’s Subrecipient Payment Information Form (Form DBE-IS). In the event the Subrecipient has no DBE participation, the Subrecipient shall indicate this on the Form DBE-IS by entering the word ‘None’ or the number ‘zero’ and the form shall be signed. Form DBE-IS may be accessed on the website at: https://apps.dot.state.nc.us/quickfind/forms/Default.aspx.

A responsible fiscal officer of the payee Subrecipient, subconsultant or Subrecipient who can attest to the date and amounts of the payments shall certify that the accounting is

correct. A copy of an acceptable report may be obtained from the Department of Transportation. This information shall be submitted as part of the requests for payments
made to the Department.
Prompt payment provisions. When a subcontractor has performed in accordance with the provisions of his contract, the contractor shall pay to his subcontractor and each subcontractor shall pay to his subcontractor, within seven days of receipt by the contractor or subcontractor of each periodic or final payment, the full amount received for such subcontractor's work and materials based on work completed or service
provided under the subcontract NCGS §22C-1. Incorporation of FTA Terms. Provisions of this Agreement include, in part, certain standard terms and conditions required by the U.S. DOT. All contractual provisions
required by the U.S. DOT, as set forth in FTA Circular 4220.1, as amended, are
incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-
mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Subrecipient shall not perform any act, fail to perform any act, or refuse to comply with any Department request, which would cause the Department to be in violation of FTA terms and conditions, as referenced in the current
FTA Master Agreement shall prevail and be the instrument governing the receipt of Federal assistance from the Federal Transit Administration.
Energy Conservation. The Subrecipient agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation
plan issued in compliance with the Energy Policy and Conservation Act.
Debarment, Suspension, Ineligibility and Voluntary Exclusion. The Subrecipient shall
comply and facilitate compliance with U.S. DOT regulations, “Non-procurement Suspension and Debarment,” 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement),” 2 CFR part 180. As such, the Subrecipient shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded Agreement and are not presently declared by any Federal department or agency to be:
a) Debarred from participation in any federally assisted Award;
b) Suspended from participation in any federally assisted Award;
c) Proposed for debarment from participation in any federally assisted Award;
d) Declared ineligible to participate in any federally assisted Award;
e) Voluntarily excluded from participation in any federally assisted Award; or
f) Disqualified from participation in ay federally assisted Award.
By signing and submitting this Agreement, Subrecipient certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Department. If it is later determined by the Department that the Subrecipient knowingly rendered an erroneous certification, in addition to remedies available to the Department, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Subrecipient agrees to comply with the requirements of 2 CFR part 180, subpart C, as supplemented by 2 CFR part 1200, throughout the period of this Agreement. The Subrecipient further agrees to include a provision requiring such compliance in its lower tier covered transactions. These provisions apply to each contract at any tier of $25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount.

Lobbying Restrictions. The Subrecipient agrees that neither it nor any third-party participant will use federal assistance to influence any officer or employee of a federal agency, member of Congress or an employee of a member of Congress, or officer or employee of Congress on matters that involve this agreement, including any extension or modification, according to the following:

(1) Laws, Regulations, Requirements, and Guidance. This includes:

(a) The Byrd Anti-Lobbying Amendment, 31 USC § 1352, as amended,

(b) U.S. DOT regulations, “New Restrictions on Lobbying,” 49 CFR part 20, to the extent consistent with 31 USC § 1352, as amended, and

(c) Other applicable federal laws, regulations, requirements, and guidance prohibiting the use of federal assistance for any activity concerning legislation or appropriations designed to influence the U.S. Congress or a state legislature, and

(2) Exception. If permitted by applicable federal law, regulations, requirements, or guidance, such lobbying activities described above may be undertaken through the subrecipient’s proper official channels.

The Subrecipient agrees to submit a signed and dated Certification on Lobbying that appears in the attachment.

Clean Air Act and Federal Water Pollution Control Act. The Subrecipient agrees:

1) It will not use any violating facilities;

2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA “List of Violating Facilities;”

3) It will report violations of use of prohibited facilities to FTA; and

4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 USC §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 USC §§ 1251-1387).

Public Transportation Employee Protective Arrangements. The Subrecipient agrees to comply with the following employee protective arrangements of 49 USC § 5333(b):
1. Sections 5307 and 5339. Under this Agreement or any Amendments thereto that involve public transportation operations that are supported with 49 USC § 5307 or 49 USC § 5339 federal assistance, a certification issued by U.S. DOL is a condition of the Contract.
2. Section 5311. When the Agreement involves public transportation operations and is supported with federal assistance appropriated or made available for 49 USC § 5311, U.S. DOL will provide a Special Warranty for its Award. The U.S. DOL Special Warranty is a condition of the Agreement.
3. Section 5310. The conditions of 49 USC § 5333(b) do not apply to Subrecipients providing public transportation operations pursuant to 49 USC § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 USC § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

Charter Service. The Subrecipient agrees to comply with 49 USC 5323(d), 5323(r), and 49 CFR part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under:
1. Federal transit laws, specifically 49 USC § 5323(d);
2. FTA regulations, “Charter Service,” 49 CFR part 604;
3. Any other federal Charter Service regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

The Subrecipient agrees that if it engages in a pattern of violations of FTA’s Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include:
1. Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA;
2. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA’s Charter Service regulations; or
3. Any other appropriate remedy that may apply. The Subrecipient should also include the substance of this clause in each subcontract that may involve operating public transit services.

School Bus Operations. The Subrecipient agrees to comply with 49 USC 5323(f), and 49 CFR part 605, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:

1. Federal transit laws, specifically 49 USC § 5323(f);
2. FTA regulations, “School Bus Operations,” 49 CFR part 605;
3. Any other Federal School Bus regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

If Subrecipient violates this School Bus Agreement, FTA may:

1. Bar the Subrecipient from receiving Federal assistance for public transportation; or
2. Require the Subrecipient to take such remedial measures as FTA considers appropriate.

When operating exclusive school bus service under an allowable exemption, the contractor may not use federally funded equipment, vehicles, or facilities.

The Subrecipient shall include the substance of this clause in each subcontract or purchase under this contract that may operate public transportation services.

Substance Abuse Requirements (Recipients of Sections 5307, 5311, and 5339 funds only). The Subrecipient agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR parts 40 and 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations or the Department to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR part 655 and review the testing process. The Subrecipient agrees further to submit the Drug and Alcohol Management Information System (DAMIS) reports before February 15 to NCDOT Public Transportation Compliance Office or its designee.

23. Contract Administrators.

All notices permitted or required to be given by one Party to the other and all questions about this Agreement from one Party to the other shall be addressed and delivered to the other Party’s Contract Administrator. The name, postal address, street address, telephone number, fax number, and email address of the Parties’ respective initial Contract Administrators are set out below. Either Party may change the name, postal address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other Party.

For the Department:

Name: Myra Freeman
Title: Financial Manager
Agency: NCDOT/PTD
Email: Msfreeman1@ncdot.gov
MSC: 1550 Mail Service Center – Raleigh, NC 27699-1550
Physical
Address: 1 S. Wilmington St, Rm 542, Transportation Building, Raleigh, NC 27601
Phone: 919-707-4672 Fax: 919-733-2304

For the Subrecipient:

Name:
Title:
Agency:
Address:
Email:
Phone:

Francis R. Quis, Jr.
910-947-6403
Chairman of the Board of Commissioners
P.O. Box 905 Carthage, NC 28327
County of Moore
clerktoboard@moorecountync.gov

IN WITNESS WHEREOF, this Agreement has been executed by the Department, an agency of the State of North Carolina, and the Subrecipient by and through a duly authorized representative and is effective the date and year first above written.

MOORE COUNTY

SUBRECIPIENT'S FEDERAL TAX ID NUMBER:

SUBRECIPIENT'S FISCAL YEAR END:

JUNE 30, 2023

BY:

TITLE: CHAIRPERSON

ATTEST:

TITLE:

DEPARTMENT OF TRANSPORTATION

BY:

TITLE: DEPUTY SECRETARY FOR MULTI-MODAL TRANSPORTATION

ATTEST:

56-6000322

TITLE:

Attachment

Certification Regarding Lobbying

The Subrecipient certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Subrecipient's Authorized Representative: Title: Date:

APPENDIX A

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

PUBLIC TRANSPORTATION DIVISION

PROJECT NUMBER:23-CT-062

APPROVED BUDGET SUMMARY

EFFECTIVE DATE 7/1/2022

PROJECT SPONSOR:MOORE COUNTY

PROJECT DESCRIPTION:FY23 COMMUNITY TRANSPORTATION PROGRAM

I. TOTAL PROJECT EXPENDITURES

36233.74.23.1 $310,084

PERIOD OF PERFORMANCE JULY 01, 2022 - JUNE 30, 2023

II. TOTAL PROJECT FUNDING

TOTAL FEDERAL STATE LOCAL

ADMINISTRATION - 36233.74.23.1 100%80%5%15%

AGREEMENT #$310,084 $248,067 $15,504 $46,513

TOTAL $310,084 $248,067 $15,504 $46,513

DEPARTMENT - 4521 ADMINISTRATION -

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION DIVISION
APPROVED PROJECT BUDGET
PROJECT:23-CT-062
SPONSOR:MOORE COUNTY
WBS:36233.74.23.1
DEPARTMENT 4521 - ADMINISTRATION
TITLE DESCRIPTION
APPROVED
BUDGET
G121 SALARIES AND WAGES - FULL TIME 182,044
G127 SALARIES AND WAGES - LONGEVITY 1,771
G181 Social Sec. Contrib.14,062
G182 Retirement Contrib.16,543
G183 Hosp. Ins. Contrib.37,600
G186 Workers Comp Cont.5,944
G189 Other Frng Benefits 5,514
G196 Drug & Alcohol Test Contract 700
G211 Janitorial Supplies 3,500
G212 Uniforms 3,386
G261 Office Sup & Mat.3,000
G311 Travel 1,000
G312 Travel Subsis.2,000
G321 Telephone Service 1,200
G325 Postage 300
G331 Electricity 3,400
G334 Water 420
G341 Printing & Reprod 500
G371 Mrktng.Paid Adv 6,200
G372 Promotional Items 500
G381 Comp Prog Ser 17,500
G391 Legal Advertising 500
G395 Training-Employ Edu.2,000
G491 Dues and Subscript 500
TOTAL ADMINISTRATION $310,084

NORTH CAROLINA DEPARTMENT OF TRANSPORTATIONPUBLIC TRANSPORTATION DIVISIONAPPROVED PROJECT BUDGETSALARY AND WAGE DETAIL

PROJECT:23-CT-062SPONSOR:MOORE COUNTY

SQ NO POSITION NO %FTE RATE BUDGET DEPT. 4521 OBJECT CODE 121

01 TRANS. DIRECTOR 01 100%69,573$ 69,573$ 02 TRANS. MANAGER 01 100%61,267$ 61,267$ 03 TRANS. OFFICE COORDINATOR 01 100%34,136$ 34,136$ 04 FLEET & ROUTE COORDINATOR 01 50%34,136$ 17,068$

TOTAL - OBJECT CODE 121 182,044$

Administration, Operating, Capital, Planning

PRINCIPLE

This guidance is for all subrecipients receiving capital, administration, and operating assistance to support public transportation in rural areas (areas with populations of less than 50,000).

ELIGIBLE
SUBRECIPIENTS

To be eligible, transit providers must have a signed resolution from the County Commissioners of each county served, designating them as the 5311 recipient in their jurisdiction in order to be eligible to apply for funds. Starting in FY 2018, these resolutions are updated on a 5-year basis. The resolution is part of the grant application process.

North Carolina's coordinated approach to service delivery allows a single applicant within each designated service area.

The project number will be identified as YY-11-XXX (YY=Year; XXX= System #). It may be followed by an O (operating) or S (statewide funding only). This designation identifies the program funding or use.

ELIGIBLE SERVICE
and SERVICE AREA

General public transportation activities in rural North Carolina (areas outside urbanized area boundaries) are the focus of this funding. The goal of Section 5311 program is to enhance the overall mobility of people living in rural areas, therefore, projects may include transportation to or from rural areas. Service must be open and promoted to the general public, however, a rural transit provider may design its Section 5311 funded services to maximize use by members of the general public who are transportation-disadvantaged. Transportation disadvantaged people include seniors, people with disabilities, and low-income individuals. Providers receiving both 5311 and 5307 funds must have a method of allocating costs between the two programs.

FINANCIAL
CAPACITY
and MANAGEMENT

PTD suggests Subrecipients have sufficient funds to operate and maintain the NCDOT funded program for at least three months without incoming revenue from grants. Subrecipients must have fiscal control and accounting procedures sufficient to permit the tracking and reporting of grant funds. Any funds borrowed from a parent organization or governmental organization must be reported to NCDOT within 15 days.

AUDIT REPORTS
and FINANCIAL
STATEMENTS

Subrecipients that expend more than $500,000 in federal funds from all sources (including federal funds provided through NCDOT) in a year must submit the annual single audit required by 09 NCAC 03M and evidence of resolution of findings related to the transit program to NCDOT. The value of a bus or van purchased must be considered when determining whether a Subrecipient meets the threshold for a single audit.

VEHICLE TITLES

Subrecipients will title the equipment and NCDOT Public Transportation Division be named first lien holder. When the project equipment has been replaced, NCDOT will release the lien. Useful life standards are maintained in NCDOT's Transit Asset Management (TAM) Tier II Sponsored Plan. This inventory is updated on an annual basis.

INSURANCE
Subrecipients will maintain insurance as defined in the procedures.
5311 Rural Formula

FEDERAL

MAINTENANCE

Subrecipients will maintain project equipment at a high level of cleanliness, safety, and mechanical soundness. An 80 percent on-time performance standard for equipment and wheelchair lifts has been set. All maintenance activities are entered into Trapeze EAM and performance is monitored. FTA and state funded facilities require a written maintenance plan and annual submission of the maintenance performed.

INCIDENTAL USE

PTD discourages incidental uses of real property unless it can generate additional revenues for the transit system or, at a reasonable cost, enhances system ridership. Prior written approval is required for incidental uses of real property which must be compatible with the original purposes of the contract. Incidental uses, such as meal delivery, are allowed if they do not interfere with the public transit service and cover the costs of the uses. Nutrition programs must cover the operating costs attributable to meal delivery.

PROGRAM

REPORTING AND

NCDOT Public Transportation Division requires quarterly and year end reports. Program status reports are also required with each claim submitted. Failure to submit reports on time will result in a reduction in the Rural Operating Assistance Program (ROAP).

OVERSIGHT

NCDOT Public Transportation Division maintains all procedures required for oversight. These expectations, the State Management Plan, funding applications and Certifications and Assurances must be followed to maintain good standing for future funding. Failure to submit reports on time will result in a reduction in the Rural Operating Assistance Program (ROAP).

REFERENCES

Section 5311 Circular - C 9040.1G;
Award Management Requirements 5010.1E;
09 NCAC 03M
Third Party Contracting Guidance 4220.1F
NCDOT's Business Guide
Federal Transit Administration
Annual Certifications and Assurances and Agreements
Additional Terms & Conditions in the agreement
State Management Plan
PTD 5311 application overview and program material

UPDATES/REVISIONS Original Date: April 9, 2018
Last Amended Date: December 5, 2018

Agenda Item:
Meeting Date: 10/04/2022
MEMORANDUM TO BOARD OF COMMISSIONERS:
FROM: Sonia Biggs
Transportation Director
DATE: September 27, 2022
SUBJECT: FY 2023-2024 5311 Community Transportation Program Grant Application
PRESENTER: Sonia Biggs
REQUEST:
This is a request to approve the submittal of the FY 2023-2024 5311 Community Transportation Program Grant Application.
BACKGROUND:
Moore County received their Community Transportation Program application packet in July 2022. The requested funding for 5311 Administrative portion is $325,588.00. The 5311 grant includes funding for administrative expenses such as salaries of administrative staff: Transportation Director (100%), Administrative Officer II (100%), Transportation Office Coordinator (100%), Transportation Fleet & Route Coordinator (50%), fringe benefits and other associated expenses such as drug and alcohol testing, uniforms, office supplies, telephone, travel and training, marketing, computer support, dues, and maintenance.
IMPLEMENTATION PLAN:
Upon approval, application will be submitted to the North Carolina Department of Transportation.
FINANCIAL IMPACT STATEMENT:
The 5311 Administrative grant portion requires a 15% local match of $48,838.00. The local share will be funded through contract revenues.
RECOMMENDATION SUMMARY:
Make a motion to approve the submittal of the FY 2023-2024 5311 Community Transportation Program Grant Application to the North Carolina Department of Transportation and allow the Chair to sign all documents associated with this request.
SUPPORTING ATTACHMENTS:
FY24 5311 Community Transportation Program Grant Application Documents to be signed.
III.F.

DBE GOOD FAITH EFFORTS CERTIFICATION

This is to certify that in all purchase and contract selections (Legal Name of Applicant) is committed to and shall make good faith efforts to purchase from, and award contracts to, Disadvantaged Business Enterprises (DBEs).

DBE good faith efforts will include the following items that are indicated by check mark(s) or narrative:
Required
by IMD
Check all
that apply Description
* Write a letter/email to Certified DBEs in the service area to inform them
of purchase or contract opportunities;
* Document telephone calls, emails and correspondence with or on
behalf of DBEs;
Advertise purchase and contract opportunities on local TV Community
Cable Network:
* Request purchase/contract price quotes/bids from DBEs;
Monitor newspapers for new businesses that are DBE eligible
*
Encourage interested eligible firms to become NCDOT certified.
Interested firms should contact the office of contractual services at (919)
707-4800 for more information
* Encourage interested firms to contact the Office of Historically
Underutilized Businesses at (919) 807-2330 for more information
*
Consult NCDOT Certified DBE Directory. A DBE company will be
listed in the DBE Directory for each work type or area of specialization
that it performs. You may obtain a copy of this directory at
https://www.ebs.nc.gov/VendorDirectory/default.html
Other efforts: Describe:
Other efforts: Describe:

You may obtain a copy of the USDOT Disadvantaged Business Enterprise Program Title 49 Part 26 at https://www.ebs.nc.gov/VendorDirectory/default.html

Reminder: Documentation of all good faith efforts shall be retained for a period of five (5) years following the end of the fiscal year.

I certify that, to the best of my knowledge, the above information describes the DBE good faith efforts.

Signature of Authorized Official Date

Frank Quis, Chair, Moore County Board of Commissioners
Type Name and Title of Authorized Official

EEO QUESTIONNAIRE

Threshold Requirements: Any applicant, recipient, or sub-recipient is required to comply with program requirements in Chapter III if it meets the following thresholds:

a. Employees 100 (+) or more transit-related employees*; and

b. Requests or receives capital or operating assistance under Sections 3, 4(i), or 9 of the FTA; assistance under 23 U.S.C. 142(a)(2) or 23 U.S.C. 103(e)(4), or any combination thereof, in excess of $1 million in the previous Federal fiscal year; or

c. Request and receives planning assistance under Sections 8 and/or 9 in excess of $250,000 in the previous Federal fiscal year.

Transit systems with 50 – 99 employees must keep a plan on file for review at next site visit.

Name of Organization: _____MOORE COUNTY TRANSPORTATINO IS LESS THAN 50 EMPLOYEES____

__________State DOT ________MPO ________Transit Agency ________ City

TrAMS ID: _________________ (if applicable)

1. How many employees do you have in your organization? ____________________

2. How many of those employees are *transit related? ____________________

*A transit related employee is an employee of an FTA applicant, recipient, or subrecipient who is involved in an aspect of an agency's mass transit operation funded by FTA. For example, a city planner involved in a planning bus routes would be counted as part of the recipient's work force, but a city planner involved in land use would not be counted.

**If EEO requirement is not applicable check here ____X____, sign at the bottom, and submit, otherwise complete remaining questions.

3. How much did your organization receive in capital or operating assistance the previous fiscal year?

____

4. How much did your organization receive in planning assistance the previous fiscal year?

____

5. Does your agency submit an EEO Program? ________ Yes ________ No
If yes, what is the date of your last submission? ______________________

6. Do you contract out any of your transit services? ________ Yes _______ No
If no, skip to question 7. If yes,
a. What is the name of agency (s)? ____
b. How much does the agency receive in capital or operating assistance? ______________
c. How much does the agency receive in planning assistance? ________________________
d. How many transit employees does the agency have? ______________________________
e. Does the agency submit an EEO Program to you?_______ Yes _________ No
If yes, what is the date of their last EEO submission? ______________________________

7. What is the date of your last Triennial Review (If applicable)? ________________________________
a. Were there any deficiencies? _______ Yes _________ No
If yes, in what area(s) ____
____

b. Are any of the deficiencies still open _______ Yes ________ No
If yes, in what area(s)? ____
____

8. What is the date of your last State Management review (If Applicable)?
____
a. Were there any deficiencies? _______ Yes _________ No
If yes, in what area(s) ____
____

b. Are any of the deficiencies still open _______ Yes ________No
If yes, in what area(s)? ____
____

9. Has your agency participated in an EEO compliance review?

____

If yes,

a. Were there any deficiencies? ______ Yes ________ No

If yes, in what area(s) ____

____

b. Are any of the deficiencies still open ______ Yes _______No

If yes, in what area(s)? ____

____

I declare (or certify, verify, or state) that the foregoing is true and correct.

Signature _______________________________ Date ________________________

Title ______Chairman____________________

SECTION 5311, 5310, 5339, Combined Capital, 5307 or State Funds Call for Projects
TITLE VI PROGRAM REPORT

Legal Name of Applicant: County of Moore
(Complete either Part A or Part B; and Part C)
Part A – No complaints or Lawsuits Filed

I certify that to the best of my knowledge, No complaints or lawsuits alleging discrimination have been filed against (Transit System Name) during the period July 1, 2021 through June 30, 2022.

Signature of Authorized Official Date

Type Name and Title of Authorized Official

Part B – Complaints or Lawsuits Filed

I certify that to the best of my knowledge, the below described complaints or lawsuits alleging discrimination have been filed against Transit System Name)
during the period July 1, 2021 through June 30, 2022.

Complainant Name/Address/Telephone Number Date Description Status/Outcome
Regina McLean/795 Saunders Blvd, Aberdeen NC
28315/910-261-6135
12/16/2021 Race/Sex/disabliity Forwarded to NCDOT

(Attach an additional page if required.)

Signature of Authorized Official Date

Frank Quis, Chair, Moore County Board of Commissioners

Type Name and Title of Authorized Official

Part C - Title VI Plan

Do you currently have a Title VI Plan: ______Yes________________ Date of last plan update: _____7/20/2021________________________________

Date:
I
as the designated party for
with authority to submit funding applications and enter into contracts with the North Carolina Department of Transportation and execute all agreements and contracts with the NCDOT Public Transportation Division, Integrated Mobility Division
hereby delegate authority to the individual(s) filling the positions as indicated below:
Primary Designee:
Reimbursement Requests: Yes No
Budget Revisions: Yes No
Budget Amendments: Yes No
Period of Performance Extensions: Yes No
Other:Other ____________________: Yes No
Alternate Designee #1:
Reimbursement Requests: Yes No
Budget Revisions: Yes No
Budget Amendments: Yes No
Period of Performance Extensions: Yes No
Other:Other ____________________: Yes No
Alternate Designee #2:
Reimbursement Requests: Yes No
Budget Revisions: Yes No
Budget Amendments: Yes No
Period of Performance Extensions: Yes No
Other:Other ____________________: Yes No
Tiffany McCormick, Administrative Officer II
Signature: Date:
(Alternate Designee's Name and Position Title)
(Alternate Designee's Agency)
(Primary Designee's Agency)
Caroline Xiong, Chief Finance Officer
(Alternate Designee's Name and Position Title)
(Alternate Designee's Agency)
FY 2024 Delegation of Authority
22-Sep-22
Frank Quis Chair, Moore County Board of Commissioners
(Authorized Official's Typed/Printed Name)(Authorized Official's Title and Agency)
Moore County Transportation Services
(Grant recipient/Applicant Agency)
Sonia Biggs, Transportation Director
(Name and Primary Designee's Position Title)

N O R T H C A R O L I N A D E P A R T M E N T O F T R A N S P O R T A T I O N
I N T E G R A T E D M O B I L I T Y D I V I S I O N

DBE/MBE/WBE/HUB ANTICIPATED VENDOR AWARDS in FY 2024

APPLICANT'S NAME: County of Moore PERIOD COVERED

MAILING ADDRESS: P.O. Box 905, Carthage, NC 28327 From: 07/01/2023

VENDOR NUMBER: 30233 To: 06/30/2024

We expect to utilize the following list of DBE/MBE/WBE/HUB Vendors in FY 2024:

DBE/MBE/WBE/HUB
Vendor/Subcontractor's Name
Mailing Address
City, State, Zip
ID# from
NCDOT Website
Describe Service/ Item to be
Purchased
Anticipated
Expenditure ($)

TOTAL

The above list includes the DBE/MBE/WBE/HUB Vendors the applicant expects to utilize in FY 2024.

The applicant does NOT expect to utilize any DBE/MBE/WBE/HUB Vendors in FY 2024.

Signature of Authorized Official Date

PUBLIC TRANSPORTATION PROGRAM RESOLUTION

FY 2024 RESOLUTION

Section 5311 (including ADTAP), 5310, 5339, 5307 and applicable State funding, or combination thereof.

Applicant seeking permission to apply for Public Transportation Program funding, enter into agreement with the North Carolina Department of Transportation, provide the necessary assurances and the required local match.

A motion was made by (Board Member's Name) ________________ and seconded by (Board Member's Name or N/A, if not required) _________________ for the adoption of the following resolution, and upon being put to a vote was duly adopted.

WHEREAS, Article 2B of Chapter 136 of the North Carolina General Statutes and the Governor of North Carolina have designated the North Carolina Department of Transportation (NCDOT) as the agency responsible for administering federal and state public transportation funds; and

WHEREAS, the North Carolina Department of Transportation will apply for a grant from the US Department of Transportation, Federal Transit Administration and receives funds from the North Carolina General Assembly to provide assistance for rural public transportation projects; and

WHEREAS, the purpose of these transportation funds is to provide grant monies to local agencies for the provision of rural, small urban, and urban public transportation services consistent with the policy requirements of each funding source for planning, community and agency involvement, service design, service alternatives, training and conference participation, reporting and other requirements (drug and alcohol testing policy and program, disadvantaged business enterprise program, and fully allocated costs analysis); and

WHEREAS, the funds applied for may be Administrative, Operating, Planning, or Capital funds and will have different percentages of federal, state, and local funds.

WHEREAS, non-Community Transportation applicants may apply for funding for "purchase-of-service" projects under the Capital Purchase of Service budget, Section 5310 program.

WHEREAS, County of Moore hereby assures and certifies that it will provide the required local matching funds; that its staff has the technical capacity to implement and manage the project(s), prepare required reports, obtain required training, attend meetings and conferences; and agrees to comply with the federal and state statutes, regulations, executive orders, Section 5333 (b) Warranty, and all administrative requirements related to the applications made to and grants received from the

Federal Transit Administration, as well as the provisions of Section 1001 of Title 18, U. S. C.

WHEREAS, the applicant has or will provide all annual certifications and assurances to the State of North Carolina required for the project;

NOW, THEREFORE, be it resolved that the Chair of County of Moore Board of Commissioners is hereby authorized to submit grant application (s) for federal and state funding in response to NCDOT's calls for projects, make the necessary assurances and certifications and be empowered to enter into an agreement with the NCDOT to provide rural, small urban, and urban public transportation services.

I Laura Williams, Clerk to the Board of Commissioners do hereby certify that the above is a true and correct copy of an excerpt from the minutes of a meeting of the (Name of Applicant's Governing Board) County of Moore Board of Commissioners duly held on the 4th day of October, 2022.

Signature of Certifying Official

*Note that the authorized official, certifying official, and notary public should be three separate individuals.

Seal Subscribed and sworn to me
(date)

Notary Public *

Printed Name and Address

My commission expires
(date)

Affix Notary Seal Here

FY 2024 LOCAL SHARE CERTIFICATION FOR FUNDING

County of Moore

Requested Funding Amounts

Project	Total Amount	Local Share**
5311 Administrative	$ 325,588	$ 48,838 (15%)

Funding programs covered are 5311, 5310, 5339 Bus and Bus Facilities, 5307 (Small fixed route, regional, and consolidated urban-rural systems)

TOTAL	$ 325,588	$ 48,838
	Total Funding Requests	Total Local Share

**NOTE: Applicants should be prepared for the entire Local Share amount in the event State funding is not available.

The Local Share is available from the following sources:

Source of Funds	Apply to Grant	Amount
Contract Revenues	Administrative	$ 48,838
TOTAL		$ 48,838

** Fare box revenue is not an applicable source for local share funding

I, the undersigned representing County of Moore do hereby certify to the North Carolina Department of Transportation, that the required local funds for the FY2024 Community Transportation Program and 5307 Governors Apportionment will be available as of July 1, 2023, which has a period of performance of July 1, 2023 – June 30, 2024.

Signature of Authorized Official

Frank Quis, Chair, Moore County Board of Commissioners
Type Name and Title of Authorized Official

Date

III.G.

Agenda Item: _______________

Meeting Date: __10/4/2022____

MEMORANDUM TO: MOORE COUNTY BOARD OF COMMISSIONERS

FROM: Rachel Patterson, GIS

DATE: October 4, 2022

SUBJECT: Public Hearing – Amendment to the
Moore County Road Name and Addressing Ordinance

PRESENTER: Rachel Patterson

REQUEST:

Request is hereby made for the Board of Commissioners to call a public hearing for Tuesday, October 18, 2022, at 5:30 pm to consider amendments to the Moore County Road Name and Addressing Ordinance to add two (2) roads to the ordinance.

BACKGROUND:

On July 10, 1989, the Moore County Board of Commissioners enacted the Moore County Road Name and Addressing Ordinance, establishing the names of roads, a procedure for the future naming or renaming of roads and the numbering of all houses, mobile homes, commercial and industrial buildings. In adopting this Ordinance, the Board recognized the need for the naming of roads outside of municipal limits in the County of Moore and the numbering of residential, commercial and industrial structures, and accessory buildings thereto, as being essential for the operation of the enhanced 911 dispatch system in the County of Moore.

Section 3 of this Ordinance states "No new roads outside of municipal limits in the County of Moore, whether a part of the State Secondary Road System or Private, shall be named without approval of the Board of Commissioners." The roads listed here are for initial naming and are privately maintained; HICKORY POINTER WAY (P4265) and LAZY PINES WAY (P4266).

IMPLEMENTATION PLAN:

Upon adoption of this amendment, a formal letter of notification of the approved road names will be forwarded to individuals who own property along each of these roads.

FINANCIAL IMPACT STATEMENT:

Not Applicable.

RECOMMENDATION SUMMARY:

Staff respectfully requests that the Board of Commissioners make a motion to call a public hearing for October 18, 2022, at 5:30 pm to consider amendments to the Moore County Road Name and Addressing Ordinance to add two (2) roads to the ordinance.

SUPPORTING ATTACHMENTS

Road Name and Addressing Ordinance

Color Maps

Legal Notice

VI.A.

AMENDMENT TO

THE MOORE COUNTY ROAD NAME AND ADDRESSING ORDINANCE

ADOPTED JULY 10, 1989
AND AS SUBSEQUENTLY AMENDED

RESOLVED by the Board of Commissioners of the County of Moore that Section III ROAD NAMING OF THE ABOVE REFERENCED ORDINANCE BE AMENDED TO ADD, RENAME, OR REMOVE THE FOLLOWING ROADS AS INDICATED:

ADD:
HICKORY POINTER WAY (P4265) .....Located off Stanton Hill Rd (SR 1661) on the eastern side of the road approximately 0.12 miles south of Graham Rd (SR 1819)
LAZY PINES WAY (P4266) ....Located off Laurel Oak Ln (P0563) on the eastern side of road.

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

Adopted this 18th day of October 2022.

Francis R Quis, Jr., Chairman
Moore County Board of Commissioners

Laura Williams, Clerk to the Board
Moore County Board of Commissioners

LEGAL NOTICE

Notice is hereby given that a Public Hearing will be held before the Moore County Board of Commissioners at 5:30 PM on Tuesday, October 18, 2022, in the Commissioners' Meeting Room located on the 2nd floor of the Historic Courthouse in Carthage, North Carolina. The purpose of the hearing is to consider the following:

An amendment to the Moore County Road Name and Addressing Ordinance to add two (2) roads to the Ordinance, which are Hickory Pointer Way and Lazy Pines Way.

Information pertaining to this amendment is available for review at the Moore County GIS Department, located at 707 Pinehurst Ave, Carthage, NC 28327, during normal business hours.

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

Laura Williams,
Clerk to the Board

TABLE OF CONTENTS

MOORE COUNTY ORDINANCE UPDATE

– October 2022 –

HICKORY POINTER WAY
GRAHAM RD (SR 1819)STANTON HILL RD (SR 1661)STANTON HILL RD (SR 1661)/
Source:
\\gisdb\gis\Projects\DEPARTMENTS\ADDRESSING\Streets_ordinance\RoadName_PreAgenda\UpdateRoads_LetterSize.mxd
Map Prepared By Moore County GIS DepartmentDate: 9/9/2022
 Grid is based on North Carolina State Plane Coordinate System NAD83 (feet).
Moore County Ordinance Update - Map 1
400 Feet
Legend
Existing Roads
Parcels
Cities
County Line

LAZY PINES WAYUS 1 HWY (US 1)LAUREL OAK LN (P0563)ERFIE DR S (P0398)ERFIE DR N (P0397)BLACK CHERRY WAY (P0745)US 1 HWY (US 1)US 1 HWY (US 1)US 1 HWY (US 1)LAUREL OAK LN (P0563)

/

Source:

\\gisdb\gis\Projects\DEPARTMENTS\ADDRESSING\Streets_ordinance\RoadName_PreAgenda\UpdateRoads_LetterSize.mxd

Map Prepared By Moore County GIS DepartmentDate: 9/9/2022

Moore County Ordinance Update - Map 2

400 Feet

Legend

Existing Roads

Parcels

Cities

County Line

Agenda Item:

Meeting Date: October 4, 2022

MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Ron Maness, Airport Director

DATE: September 22, 2022

SUBJECT: Acceptance of SCIF Grant (WB# 36244.57.15.1)

REQUEST:

Accept a State Capital and Infrastructure Fund (SCIF) Grant in the amount of $2,500,000.

BACKGROUND:

In September 2022, the County was notified that the North Carolina Department of Transportation allocated $2,500,000 in State funds – State Capital and Infrastructure Fund (SCIF) - for the Moore County Airport. These funds are for capital improvements to the Airport. The Moore County Airport Authority has identified three projects these funds could be used for. They are a new storage facility, with an estimated cost of $450,000; Apron Pavement Strength, with an estimated cost of $1,200,000; and a new corporate hangar, with an estimated cost of $850,000. There is some flexibility in how the funds are spent, if other capital improvement projects are identified.

FINANCIAL IMPACT:

This is a non-matching grant. Funding, in the amount of $2,500,000, will be delivered in one payment in October 2022. A budget amendment will be requested

IMPLEMENTATION PLAN:

The Moore County Airport Authority will procure items for these projects, according to state and local policy.

RECOMMENDATION SUMMARY:

Make a motion to accept the SCIF Grant – WB # 36244.57.15.1, and the Project Budget Ordinance and Resolution.

ATTACHMENTS:

Project Budget Ordinance for SCIF Grant

Projects Resolution for SCIF Grant

VIII.A.

PROJECT BUDGET ORDINANCE
SCIF FUND GRANT WB# 36244.57.15.1

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

Section 1: The projects identified, or other projects that are identified and approved by the North Carolina Department of Transportation, and authorized may include: a new Storage Facility in the amount of $450,000; Apron Pavement Strength in the amount of $1,200,000; and a new corporate hangar, in the amount of $850,000. These projects will utilize State funds from the State Capital and Infrastructure Funds (SCIF) of $2,500,000. The total amount of the projects will be $2,500,000 ($2,500,000 state, $0 local).

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

Section 3: The following revenues are anticipated to be available to complete the identified projects, or other identified projects as approved by the North Carolina Department of Transportation:

Funding Source	Current
State Aid to Airports	$2,500,000
Total	$2,500,000

Section 4: The following amount is an estimate of appropriation for the SCIF-funded projects:

	Current
Total	$2,500,000

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

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

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

First adopted on the 4th day of October, 2022.

____

Frank Quis, Chairman
Moore County Board of Commissioners

ATTEST:

____

Laura M. Williams
Clerk to the Board

RESOLUTION AUTHORIZING THE ACCEPTANCE OF A STATE CAPITAL AND INFRASTRUCTURE FUND (SCIF) GRANT
WBS # 36244.57.15.1

WHEREAS, the Moore County Airport Authority is eligible, and has received a Notification of Funding Allocation through the North Carolina Department of Transportation-Division of Aviation, for State funds under the State Capital and Infrastructure Fund, in the amount of $2,500,000, with no local match required for capital improvement projects; and

WHEREAS, such allocation of funds will be approved in consideration of no local match being required, which was approved by the Moore County Airport Authority at their September 14, 2022 meeting.

NOW, THEREFORE, BE AND IT IS HEREBY RESOLVED THAT the Airport Authority Chairman, as a Representative of the Moore County Airport Authority, or his designee, is hereby authorized and empowered to enter into a Grant Agreement and all associated documents and amendments for the following SCIF grant amount of $2,500,000.

FURTHER, the County's Finance Director is authorized to receive one payment under said State Grant, using the State's Partner on-line program. The Finance Director is also authorized to approve electronically any reporting documentation to be submitted to the State; and

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

Adopted this the 4th day of October, 2022.

____

Frank Quis, Chairman
Moore County Board of Commissioners

ATTEST:

____

Laura M. Williams, Clerk to the Board

Agenda Item:

Meeting Date: October 4, 2022

MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Ron Maness, Airport Director

DATE: September 22, 2022

SUBJECT: Water Pipeline Deed and Agreement

REQUEST:

Approve a water pipeline easement deed and agreement between the County of Moore, the Town of Southern Pines, and Moore County Airport Authority.

BACKGROUND:

The County of Moore owns the land where the Moore County Airport is located. The Moore County Airport Authority operates and maintains the Moore County Airport. Installment of improvements, including building hangars and utilities, are the responsibility of the Moore County Airport Authority. Currently, the premises lack water in certain areas of the property. This easement deed and agreement will allow the Airport to construct a water pipeline and related apparati along and within the easement; and upon completion of the water pipeline and apparati, the Town of Southern Pines will operate, maintain, and repair the constructed water pipeline and apparati.

FINANCIAL IMPACT:

N/A

IMPLEMENTATION PLAN:

N/A

RECOMMENDATION SUMMARY:

Recommend a motion to approve the water pipeline easement deed and agreement

ATTACHMENTS:

Easement Deed and Agreement with the Town of Southern Pines

Resolution

VIII.B.

RESOLUTION APPROVING AND EXECUTING A WATER PIPELINE EASEMENT DEED AND AGREEMENT WITH THE TOWN OF SOUTHERN PINES AND MOORE COUNTY AIRPORT AUTHORITY

WHEREAS, the County of Moore, North Carolina owns Moore County Airport; and

WHEREAS, the Moore County Airport Authority operates, manages, and controls the Moore County Airport; and

WHEREAS, the Moore County Airport Authority wishes to install a water pipeline and related apparati on the property, to provide water service to the premises; and

WHEREAS, once the water pipeline and related apparati are constructed and installed, the Town of Southern Pines will operate, maintain, and repair the constructed water pipeline and related apparati; and

WHEREAS, the contractor installing the water pipeline and related apparati will provide the Moore County Airport Authority an as-built survey of the location of the water pipeline; and

WHEREAS, Moore County, the Town of Southern Pines, and the Moore County Airport Authority will amend the Easement Deed and Agreement to include the description of the easement area based on the as-built survey; and

WHEREAS, the County of Moore wishes to enter into an easement deed and agreement with the Town of Southern Pines and Moore County Airport to facilitate the operation, maintenance, and repair of the constructed water pipeline.

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

1. The Board of County Commissioners approve a water pipeline easement deed and agreement with the Town of Southern Pines and Moore County Airport Authority;
and.

2. The Chairman of the Board of County Commissioners is authorized to execute the deed and agreement.

ADOPTED this the 4th day of October, 2022 by the Moore County Board of Commissioners.

COUNTY OF MOORE

Frank Quis, Chairman
Moore County Board of Commissioners

ATTEST:

Laura M. Williams, Clerk to the Board

Prepared by:
John M. May, Esq.
Robbins May & Rich LLP
120 Applecross Road, Pinehurst, NC 28374
No Title Exam By Drafting Attorney

STATE OF NORTH CAROLINA
EASEMENT DEED
COUNTY OF MOORE AND AGREEMENT

KNOW BY ALL MEN THESE PRESENTS, that the County of Moore, NC a body politic and corporate of the state of North Carolina hereinafter called "Grantor", on this the ____ day of ____________________, 202_, for good and valuable consideration, does hereby grant unto the Town of Southern Pines, a NC municipal corporation, its successors and assigns (hereinafter, called "Grantee"), a water pipeline utility easement (hereinafter sometimes referred to as "easement") which is more specifically described hereinbelow, and which easement traverses and burdens certain portions of that land of Grantor (hereinafter "Premises") which land is more fully described in Book 397, Page 482 and Book 4047, Page 117 both of the Moore County Public Registry, and which description is specifically incorporated by reference as if fully set forth herein, and which land(s) have the following Moore County Tax Department Parcel Identification Number as of 2022 and Moore County LRK Number, respectively, as follows: 0032538.

The Moore County Airport Authority is duly empowered to operate, manage, and control the Moore County Airport under the authority of the General Assembly of North Carolina, 1993 session, ratified bill, Chapter 414, Senate Bill 942, and the aforesaid Grantor's Premises is used for Moore County Airport purposes. The Moore County Airport Authority plans to construct a water pipeline and related apparati (as discussed herein) along and within the easement. Upon completion of construction, the Grantee herein shall operate, maintain, and repair the constructed water pipeline and related apparati. It is acknowledged the Moore County Airport is a public use airport and based on certain covenants the Airport is required to be operated in accordance with FAA and TSA guidelines. The water line is located within a secured air operations area subject to the FAA and

TSA rules and regulations. Except in emergency situations, the Grantee will coordinate with the Moore County Airport Manager before undertaking any activities related to operating, maintaining, repairing, and inspecting the water pipeline system.

Now Therefore, at the Grantee's request and for the purposes herein expressed, the Grantor has agreed to grant and convey to Grantee an easement over, upon, across, under and through a portion of Grantor's property as herein described for the purpose of operating, maintaining, repairing, and inspecting a water pipeline system, and Grantor has agreed to do so under the terms and conditions stated herein with the consent of the MCAA.

The easement herein conveyed is twenty feet in width and is more particularly described as follows: see Exhibit A attached hereto and incorporated by reference as if fully set forth herein (the "Easement Area").

and is for the following purposes: to repair, operate, and maintain on the Easement Area an underground water pipeline as well as hydrants, meters, and related apparati. The aforesaid pipeline and apparati are to be installed by the Moore County Airport Authority and thereafter maintained, operated, and repaired by the Grantee herein, in order to provide water service to the Premises. Further rights conveyed include, but are not limited to, the right to go upon the Premises whenever necessary in accordance with the terms hereof with motor vehicles, and other repair and maintenance equipment for the purpose of inspecting, maintaining, and repairing the water line service (provided that in constructing and repairing the water line service the Grantee shall remove all surplus earth; make level the surface of the ground above the water line. In doing the aforementioned work, the Grantee agrees to coordinate entry and work with the Moore County Airport Manager so as to minimize disruption and hazard to all parties involved thereby enabling the Moore County Airport Authority to continue to be in compliance with FAA and TSA requirements.

TO HAVE AND TO HOLD said right and easement to the Grantee and its successors in title and assigns forever; it being agreed that the right and easement hereby granted is appurtenant to and runs with the Premises now owned by Grantor.

If due to significant changes in Airport, TSA, or FAA requirements or other safety requirements, it becomes impractical for the Grantor to maintain this utility easement, the Grantor reserves the right to terminate the agreement and assume ownership of the water line on airport property and negotiate a new agreement to purchase water from the Town of Southern Pines.

IN TESTIMONY WHEREOF, said Grantor and Grantee has hereunto caused this document to be signed in their individual and corporate names by their duly authorized officers and their seals to be hereunto affixed by authority of their Board of Directors or Town Council or County Commissioners, as the case may be, the day and year first above written.

End of Document – Signatures Begin on Following Pages –

EXHIBIT A

Grantor:

County of Moore, North Carolina

By: ____(SEAL)

_____________________________, Chairman, Moore County Board of Commissioners

Attested by:

____

__________________, Clerk to the Board

State of North Carolina
County of Moore

I, ____________________________, a Notary Public of the County and State aforesaid, certify that _____________________ personally came before me this day and acknowledged that she is the Clerk to the Board of County Commissioners of the county of Moore, North Carolina, and that by authority duly given, and as the act of the Board, the foregoing instrument was signed in its name by its Chairman of the Board of County Commissioners, sealed with its seal and attested by her as the Clerk to the Board of County Commissioners.

Witness my hand and official stamp or seal, this ____ day of _______________, 202_.

My commission expires: ______________

____

Notary Public

Grantee:

The Town of Southern Pines, NC

By: ____(SEAL)

_____________________________, Mayor, Council of the Town of Southern Pines, NC

Attested by:

____

__________________, Clerk to the Town of Southern Pines Council

State of North Carolina
County of Moore

I, ____________________________, a Notary Public of the County and State aforesaid, certify that _____________________ personally came before me this day and acknowledged that she is the Clerk to the Town of Southern Pines Council, and that by authority duly given, and as the act of the Council, the foregoing instrument was signed in its name by its Mayor of the Town of Southern Pines Council, sealed with its seal and attested by her as the Clerk to the Town of Southern Pines Council.

Witness my hand and official stamp or seal, this ____ day of _______________, 202_.

My commission expires: ______________

____

Notary Public

To indicate Consent:
MOORE COUNTY AIRPORT AUTHORITY
By:
Print Name:
Print Title: Chairman

Attested by:

____

__________________, Secretary to the Moore County Airport Authority Board

State of North Carolina
County of Moore

I, ____________________________, a Notary Public of the County and State aforesaid, certify that _____________________ personally came before me this day and acknowledged that she is the Secretary to the Moore County Airport Authority Board and that by authority duly given, and as the act of the Board, the foregoing instrument was signed in its name by its Chairman, sealed with its seal and attested by her as the Secretary to the Board of the Moore County Airport Authority.

Witness my hand and official stamp or seal, this ____ day of _______________, 202_.

My commission expires: ______________

____
Notary Public

Agenda Item:

Meeting Date: October 4, 2022

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Sheriff's Office

DATE: September 23, 2022

SUBJECT: LENCO "Bearcat" Tactical Rescue Vehicle

PRESENTER: Major Andy Conway

REQUEST:

We are requesting the Board of Commissioners approve the Sheriff to actively pursue all financial and grant options to purchase a LENCO "Bearcat" tactical rescue vehicle.

BACKGROUND:

Over the last few years there have been numerous instances in Moore County in which the need for a tactical vehicle would have been, and has been used, to address specific high-risk incidents posed to law enforcement. Just in the past three months, we have had three instances alone in which we had to ask for assistance from Richmond County Sheriff's Office to use their "Bearcat". All three of these instances all involved armed individuals, barricaded or otherwise, in which law enforcement was called upon to de-escalate and neutralize the situation. The "Bearcat" that was used in these three incidents was proven to be the most valuable piece of equipment on scene.

The "Bearcat", made by LENCO, is a custom built multi-faceted armored vehicle which can be accessorized based upon the needs of our office. The Sheriff's Office is pursuing the Gen3 model which has a rugged off-road package that can used in all tactical situations, especially in the rural areas of our county. In addition to the tactical use of the vehicle it also has uses for various rescue and recovery operations, and during inclement weather emergencies.

IMPLEMENTATION PLAN:

With your approval, we would like to look at and possibly apply for grant opportunities through Department of Homeland Security and NC DPS. We have had preliminary discussions with DPR Domestic Preparedness Region 6 representatives for partial funding of 25% of the cost of the vehicle. In addition to grant funding, we are requesting permission to explore a "Rural Economic Development Loan" through Randolph EMC. The loan program is a "Zero" or "Low" interest loan through the EMC which can be spread out over ten years and budgeted annually.

FINANCIAL IMPACT STATEMENT:

The cost for a Gen3 "Bearcat" as quoted by LENCO is $293,318 and takes about one year from order to completion which means we would not receive it until next fiscal year. Much like the cost of any fire apparatus, the value will be evident based upon the lives that are saved.

RECOMMENDATION SUMMARY:

Make a motion to approve the Sheriff to pursue grant and loan opportunities to assist with the purchase of a tactical rescue vehicle.

VIII.C.

SUPPORTING ATTACHMENTS:

1. Lenco Gen 3 Bearcat
2. Price Quote
3. Grant Funding Proposal DPR 6
4. Rural Economic Development Loan Program

LENCO “Bearcat” Gen3
October 4, 2022

LENCO Bearcat G3

LENCO Bearcat G3

LENCO Bearcat G3

Hydraulic Ram and Gas Injector System

Customer Code:MXLNC
Quotation Date:
Lenco Tax ID#:04-2719777
Repeat Customer:Yes No
Bill To Ship To
P.O. Box 40 302 South McNeill St.
Item:Product #Qty
1
Diesel Engine, 6.7L Turbo BCDLEN 1
BearCat G3 4-Wheel Off-Road Upgrade Pkg w/Run-Flats BC3WOFFRD 1
Rear A/C - Heating System: High Capacity Upgrade BCHACUP 1
Radio Prep Package, (1) Max (2)BCINSRA 1
(1) 7" Vertical GunPort Upgrade BCGP7 8
Electric Power Mirrors BCMIR 1
4-Door Configuration BC4DR 1
Hydraulic Front Mounted Receiver with Ram Post and Plate BCHYDRAM 1
Gas Injector Unit BCGIU 1
1
Proprietary
Shipping
Tax
Total Order
8,859.00$
34,958.00$
7,182.00$
502.00$
152.00$
1,508.00$
7,858.00$
12,479.00$
14,552.00$
12,479.00$
14,552.00$
Inspection & Acceptance
8,859.00$
12+ Months ARO (Est.)
Options:
LED Lights: Blue & White
At Lenco's Facility in Pittsfield, MA
100558Paint Color: Lusterless Urban Green
Lenco BearCat 200,704.00$ 200,704.00$
Unit Price Extension
34,958.00$
7,182.00$
502.00$

1,216.00$
1,508.00$
7,858.00$
Ship Via
Common Carrier
Moore County Sheriff's Office
Carthage, NC
Moore County Sheriff's Office
Carthage, NC 28327
10 Betnr Industrial Drive – Pittsfield, MA 01201
PH (413) 443-7359 – FAX (413) 445-7865
Quotation:23023
9/22/2022
BearCat (Configuration Subtotal)289,818.00$ 289,818.00$
Authorized
Signature: ____
Authorized
Signature:
-$
293,318.00$
Acceptance of this quotation or entering into a purchase agreement with Lenco, the purchaser agrees to Lenco's full Terms and Conditions of Sale, available upon
request. This quote will be valid for 90 days.
WARNING: Information Subject to Export Control Laws
The written approval of the Directorate of US Defense Trade Controls and Lenco Industries, Inc. must be obtained before reselling, transferring, transshipping or
disposing of a defense article to any end user, end use or destination other than as stated on this Lenco quote or the shipper's export declaration in cases where an
exemption is claimed under this subchapter ITAR 123.9(A).
3,500.00$
BC55003
Inhouse Contact
Dan Besemer
Shipping Terms
FOB: Destination
Payment Terms
Net 30 Days
Estimated Completion
ACCEPTANCE OF PROPOSAL –
Notes:
Thank You
Daniel Besemer
Please Sign and Return Daniel Besemer
Subtotal 289,818.00$

What is an eligible area?
Intermediaries may use Rural Economic Development Loan & Grant (REDLG) funds to lend for projects in rural areas or towns with a population of 50,000 or less.
How much funding is available to intermediaries?
•Up to $300,000 in grants may be requested for establishment of the RLF
•Up to 10% of grant funds may be applied toward operating expenses over the life of the RLF
•Up to $2 million in loans may be requested
The intermediary applies to USDA for funding support on behalf of specified local projects. Projects may commence after application submission, but there is no guarantee of approval.
USDA funds are issued to the intermediary at project completion.
What are the terms for the intermediary?
•10 years at 0%
•Grants require 20% match from the intermediary
• Grant funds must be repaid to USDA upon termination of the RLF
How may funds be used?
REDLG intermediaries pass the funding to ultimate recipients on to eligible projects. Examples of eligible projects include:
•Business incubators
•Community development assistance to nonprofits and public bodies (particularly job creation or enhancement)
•Facilities and equipment for education and training for rural residents to facilitate economic development
•Facilities and equipment for medical care to rural residents
•Start-up venture costs, including, but not limited to financing fixed assets such as real estate, buildings (new or existing), equipment, or working capital
•Business expansion
•Technical assistance
What does this program do?
The Rural Economic Development Loan (REDL) and Grant (REDG) programs provide funding to rural projects through local utility organizations. Under the REDLoan program, USDA provides zero interest loans to local utilities which they, in turn, pass through to local businesses (ultimate recipients) for projects that will create and retain employment in rural areas. The ultimate recipients repay the lending utility directly. The utility is responsible for repayment to the Agency.
Under the REDGrant program, USDA provides grant funds to local utility organizations which use the funding to establish revolving loan funds (RLF). Loans are made from the revolving loan funds to projects that will create or retain rural jobs. When the revolving loan fund is terminated, the grant is repaid to the Agency.

Who may apply for this program?

To receive funding under the REDLG program (which will be forwarded to selected eligible projects) an entity must be described as:

Rural Economic Development Loan & Grant Program

•Any former Rural Utilities Service (RUS) borrower who borrowed, repaid or pre-paid an insured, direct, or guaranteed loan

•Nonprofit utilities that are eligible to receive assistance from the Rural Development Electric or Telecommunication Programs; or

•Current Rural Development Electric or Telecommunication Programs Borrowers

NOTE: 7 CFR, Part 4280.27 and 7 CFR, Part 4280.30 list ineligible uses

Add contact information

NOTE: Because citations and other information may be subject to change please always consult the program instructions listed in the section above titled “What Law Governs this Program?” You may also contact your local office for assistance. You will find additional forms, resources, and program information at www.rd.usda.gov. USDA is an equal opportunity provider, employer, and lender.

Last Updated May 2015

How much funding is available to business and community borrowers (ultimate recipients) through the RLF?

An ultimate recipient may request up to 80% of project cost using REDLG funds, with the remainder provided by the ultimate recipient or the intermediary.

What are the terms on the RLF loan to the ultimate recipient?

• Interest rate is 0%
• Maximum term is 10 years
• Up to 80% of project cost, with 20% from either the ultimate recipient or the intermediary
• The intermediary may incorporate interest rates or administrative loan fees after the funds have been loaned out and revolved once. First time around all loans are at zero interest.
• Repayment may be deferred up to two years

How do we get started?

Applications for this program are accepted through your local office year round. Program Resources are available online (includes forms needed, guidance, certifications etc.)

Who can answer questions?

Contact your local office.

What governs this program?

• Basic Program – 7 CFR, Part 4280
• Loan Servicing – 7 CFR, Part 4280 and 2 CFR Part 200
• This program is authorized by the Rural Electrification Act of 1936

Why does USDA Rural Development do this?

The REDLG programs provide financing to eligible RUS electric or telecommunications borrowers to promote rural economic development and job creation projects.

Rural Economic Development Loan & Grant Program

Agenda Item: Meeting Date:

MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Information Technology

DATE: September 26, 2022

SUBJECT: Creation of Information Security Charter

PRESENTER: Kay Ingram

REQUEST:

Approve the creation of an Formal Information Security Charter and authorize the Chairman to sign.

BACKGROUND:

At your September 20, 2022, meeting you were presented with a proposal for a Formal Security Program. This proposal identified our desire to move toward a program management perspective in Security in addition to our continued efforts in following compliancy regulations.

The mission of the Formal Security Program is "To ensure the confidentiality, integrity, and availability of the County's information technology resources and data; by safeguarding them from compromise, misuse, loss, or damage caused intentionally or unintentionally. This assurance will allow the County to continue its mission critical operations and provide exceptional services through public service, integrity, trust, and respect"

This formal security program includes the creation of an Information Security Steering Team (ISST) which will be composed of key department directors appointed by the County Manager.

FINANCIAL IMPACT: There is no financial impact.

IMPLEMENTATION PLAN: Upon approval of the formal Security Program, the County Manager will identify Information Security Steering Team (ISST) members. The IT Director will initiate quarterly meetings of the Information Security Steering Team members with the primary purpose to identify and resolve conflicts and to maximize the effectiveness of the Information Security Program, as balanced among business initiative and priorities.

RECOMMENDATION SUMMARY:

Make a motion to approve the creation of a Moore County Information Security Charter and authorize the County Manager to appoint Information Security Steering Team members.

VIII.D.

10/04/2022

ATTACHMENTS:

Moore County Information Security Charter-Draft

Security Program Presentation

MOORE COUNTY
INFORMATION SECURITY CHARTER

MISSION
The mission of the Information Security Program, within the County of Moore Information Technology Department, is to ensure the confidentiality, integrity, and availability of the County's information technology resources and data by safeguarding them from compromise, misuse, loss or damage caused intentionally or unintentionally. This assurance will allow the County to continue its mission critical operations and provide exceptional services through public service, integrity, trust and respect.

SCOPE
This charter applies to all employees of the County of Moore including guests, contractors, consultants, vendors, and all others granted use of and/or access to the County's technology resources and data.

STRATEGIC GOALS
The Information Security Program will fulfill its mission by accomplishing the following goals:
1. Meet the business operating needs of the organization in a secure manner.
2. Provide asset and data protection through implementation of a formal risk management program.
3. Maintain regulatory and compliance obligations.
4. Provide security training and awareness to the county.
5. Develop and maintain an incident management plan and response.

RESPONSIBILITIES
IT Director
1. Develop an information security strategy that meets the information security strategic goals.
2. Develop and enforce information security policy, standards, procedures, and guidelines.
3. Form an Information Security Steering Team (ISST) made up of County Administration and other key department directors.

4. Acts as a liaison and facilitator of the information security program.

Information Security Steering Team (County Administration and other key Department Directors)
The primary purpose of the ISST is to identify and resolve conflicts and to maximize the effectiveness of the security program, as balanced among business initiatives and priorities.
1. Prioritize information security initiatives.
2. Determine acceptable levels of information security risk.
3. Approve information security standards, procedures, and guidelines.
4. Recommend the best risk treatment options for each identified risk.
5. Discussion of new laws, regulations, and requirements.
6. Review of recent security incidents.
7. Provide guidance and support in matters of compliance and enforcement when violations of security policies, standards, and procedures are discovered and investigated.

Board of Commissioners
The Board of Commissioners has ultimate responsibility for the information security in the county.
1. Approve Information Security Charter to implement an information security program.
2. Approve policy that meets the information security strategic goals.
3. Approve funding for SSC recommended information security initiatives.
4. Receive an annual cyber security presentation about the current state of information security.

COUNTY OF MOORE

____

Francis R. Quis, Jr., Chairman
Board of Commissioners

Information Security Program

BOC Meeting 9/20/22

Current State of Information Security

IT Security Assumptions

•IT Department…

•handles all IT security for the county.

•has safeguarded our systems so I don’t have to worry about it.

•believes the more we pay for security
tools and vendors, the more secure
our environment will be.

IT Security Reality

•Security is the responsibility of each person in the organization.

•IT continues to update security controls, but these are not 100% effective.

•Some of the most effective ways to secure the network do not come
with high $$$ (i.e. training & authentication methods). However, to keep up with the evolving threat landscape there are security tools that are very effective in combating malicious actors.

Moore County Security 2022

•Working through controls and hardening systems according to the Center for Internet Security (CIS).

•Installing a new firewall in the fall of 2022 with increased security capacity.

•Phase 1 of multi-factor authentication (MFA) completed and reviewing and preparing for countywide implementation.

•NC National Guard performed a 2-week penetration test on our network & provided a report of recommendations.

•Creating automatic workflows that are AI driven to increase the speed of our incident response plan.

•Tracking security metrics:

•Number of external vulnerabilities identified by US Homeland Security.

•Percentage of staff who do not pass cybersecurity email test.

NC National Guard Security Penetration Test

•Penetration Test was conducted on 4/25/22 -5/26/22.

•Final Report Delivered on 8/22/22

•Executive Summary:

The North Carolina National Guard (NCNG) conducted a comprehensive cyber security penetration test on Moore County. The
NCNG utilized industry best practices tools and techniques in order to bypass the security systems in place at Moore County. The
purpose of the penetration test is to find and validate existing vulnerabilities and highlight the potential avenues of attack that
malicious actors could use to compromise the network….

•Conclusion:

Moore County has a solid cyber security program, and this penetration test validates they are on the right track.There is room for
improvement…

Election Information Security

•Voter tabulation machines are not connected to internet.

•Election Day laptops are not connected to the internet.

•We follow all NC State Board of Elections security recommendations.

•All Election staff required to take information security training (county/state).

•Receive all Multi-State and Election Infrastructure Information Sharing and
Analysis Center (MS-ISAC & EI-ISAC) information and make any necessary network hardening changes as needed.

Election Related Threats to the County Network

•Malicious Actors trying to….

•alter county website with misinformation.

•affect registration information.

•disrupt phone/email communication.

•harm public confidence.

IT Security Strategy

Defense in Depth

Internet Firewall Spam Filter End User Security Training Anti-Virus Backups

MS-ISAC

NCISAAC

Wildfire

Spoof Detection

URL Filtering

Artificial Intelligence Anti-Virus

Requiring on an annual cycle

Ransomware Trends

1.Costs Continue to Rise

Average ransomware payment in 2021 was $541,000. This is a 144% increase from 2020.

2.Ransomware Groups are More Active than Ever

As new adversaries emerge, established players keep optimizing malware and building out capabilities to affect more types of systems. Conti, Revil/Sodinokibi, BlackCat, Lockbit, AvosLocker, Hello Kitty.

3.Evolving Tactics, Techniques, and Procedures

Adoption of RaaS as a business model and increased use of zero-day vulnerabilities.

4.A Significant Global Problem

60% of ransomware victims are in the Americas.

The Growing Ransomware Threat: 4 Trends and Insights –PaloAlto Networks

Why are Local Governments Targets?
Academic institutions are the largest ransomware target while government entities are the second largest.

- They often have smaller security budgets and lack security personnel.
- An attack against a local government will make the news.
- The threat of releasing sensitive and confidential data.

NC Bans Ransomware Payments

•On 11/18/2021 NC becomes the first state to prohibit public entities from paying ransoms or communicating with the malicious actor.

(a) No State agency or local government entity shall submit payment or otherwise communicate with an entity that has engaged in a cybersecurity incident on an information technology system by encrypting data and then subsequently offering to decrypt that data in exchange for a ransom payment.

(b) Any State agency or local government entity experiencing a ransom request in connection with a cybersecurity incident shall consult with the Department of Information Technology in accordance with G.S. 143B-1379.

Formal Security Program Proposal

Compliancy to Program Management

•County has always been meeting the following compliancy regulations:

Health Insurance Portability and Accountability Act (HIPPA)

Criminal Justice Information Services Division (CJIS)

Payment Card Industry Data Security Standard (PCI-DSS)

IRS Publication 1075

•Approaching security from a program management perspective.

Security Framework of Controls

Department Head involvement in Risk Management.

Changing the Culture of Information Security

Mission

To ensure the confidentiality, integrity, and availability of the County's information technology resources and data by safeguarding them from compromise, misuse, loss or damage caused intentionally or unintentionally. This assurance will allow the County to continue its mission critical operations and provide exceptional services through public service, integrity, trust and respect.

Strategic Goals

1. Meet the business operating needs of the organization in a secure manner.
2. Provide asset and data protection through implementation of a formal risk management program.
3. Maintain regulatory and compliance obligations.
4. Provide security training and awareness to the county.
5. Develop and maintain an incident management plan and response.

IT Director -Responsibility

1. Develop an information security strategy that meets the information security strategic goals.
2. Develop and enforce information security policy, standards, procedures and guidelines.
3. Lead an Information Security Steering Team (ISST)* made up of county administration and other key department directors.
4. Acts as a liaison and facilitator of the information security program.

*County Manager would appoint the ISST members.

Information Security Steering Team -

Responsibility

The primary purpose of the ISST is to identify and resolve conflicts and to maximize the effectiveness of the information security program, as balanced among business initiatives and priorities.

1. Prioritize information security initiatives.
2. Determine acceptable levels of information security risk.
3. Approve information security standards, procedures and guidelines.
4. Recommend the best risk treatment options for each identified risk.
5. Discussion of new laws, regulations, and requirements.
6. Review of recent security incidents.
7. Provide guidance and support in matters of compliance and enforcement when violations of security policies, standards, and procedures are discovered and investigated.

Board of Commissioners

The Board of Commissioners has ultimate responsibility for the information security in the county.

1. Approve Information Security Charter to implement an information security program.
2. Review and approve policy that meets the information security strategic goals.
3. Review and approve funding for ISST recommendations concerning information security initiatives.
4. Receive internal cyber security reports/metrics on the security posture of the county.

IT Staff
Your Moore County
cybersecurity professionals.

Agenda Item:

Meeting Date: 10/04/2022

MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Laura M. Williams, Clerk

DATE: 09/27/2022

SUBJECT: Appointments / Juvenile Crime Prevention Council

REQUEST:

Appoint new member and reappoint current member to the Juvenile Crime Prevention Council (JCPC).

BACKGROUND:

Interim Health Director Matt Garner has recommended the appointment of Public Health Educator Miriam King to serve as his designee on the JCPC.

Current JCPC member Annette McGraw's term expires 10/31/2022 and she is willing to continue service for an additional term.

IMPLEMENTATION PLAN:

Clerk will make notification of appointments and update records.

RECOMMENDATION SUMMARY:

Make a motion to appoint Miriam King as the Health Director designee and to reappoint Annette McGraw as a commissioner appointee to the Juvenile Crime Prevention Council for two-year terms expiring October 31, 2024.

IX.A.

Agenda Item:

Meeting Date: 10/04/2022

MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Laura M. Williams, Clerk

DATE: 09/28/2022

SUBJECT: Appointments / Library Board of Trustees

REQUEST:

Reappoint member to the Library Board of Trustees.

BACKGROUND:

The current term of service for Library Trustee Barbara Allred expires 10/31/2022. Ms. Allred is willing to continue service and the Library Director has recommended a term limit waiver be granted for her reappointment.

IMPLEMENTATION PLAN:

Clerk will make notification of appointment and update records.

RECOMMENDATION SUMMARY:

Make a motion to waive the term limit and reappoint Barbara Allred to the Library Board of Trustees for a three-year term expiring October 31, 2025.

ATTACHMENTS:

Letter from Library Director

IX.B.

Agenda Item:
Meeting Date: 10/04/2022
MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:
FROM: Laura M. Williams, Clerk
DATE: 09/29/2022
SUBJECT: Appointments / Sandhills Community College Trustees
REQUEST:
Appoint member to the Sandhills Community College Board of Trustees.
BACKGROUND:
Resignation has been received from College Trustee Sandy Stewart.
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 to fill the unexpired term of Sandy Stewart through June 30, 2023.
IX.C.